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FACSIMILE COVER SHEET

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Name of Office:

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Date:

**03/14/2011**

Attn:

**ASAC** [REDACTED]

Room:

Telephone Number:

FROM

Name of Office:

**FBI-PBCRA**

Number of Pages: (including cover)

**14**

Originator's Name:

**SA** [REDACTED]

Originator's Telephone Number:

[REDACTED]

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[REDACTED]

Approved:

DETAILS

Subject:

**Non-Prosecution Agreement - Jeffrey Epstein**

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**IN RE:  
INVESTIGATION OF  
JEFFREY EPSTEIN**

---

**NON-PROSECUTION AGREEMENT**

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
  - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
  - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States, in consultation with and subject to the good faith approval of Epstein's counsel, shall select an attorney representative for these persons, who shall be paid for by Epstein. Epstein's counsel may contact the identified individuals through that representative.
8. If any of the individuals referred to in paragraph (7), *supra*, elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to an amount as agreed to between the identified individual and Epstein, so long as the identified individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.
9. Epstein's signature on this agreement also is not to be construed as an admission of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person whose name does not appear on the list provided by the United States.
10. Except as to those individuals who elect to proceed exclusively under 18 U.S.C. § 2255, as set forth in paragraph (8), *supra*, neither Epstein's signature on this agreement, nor its terms, nor any resulting waivers or settlements by Epstein are to be construed as admissions or evidence of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person, whether or not her name appears on the list provided by the United States.
11. Epstein shall use his best efforts to enter his guilty plea and be

sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED] [REDACTED] [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

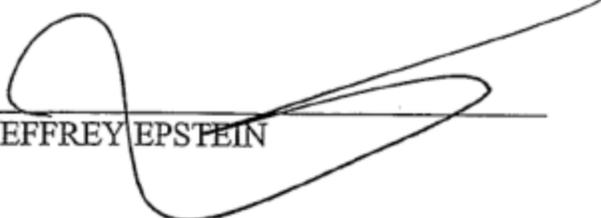
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

  
ASSISTANT U.S. ATTORNEY

Dated: 9/24/07

  
JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 9/27/07

By:

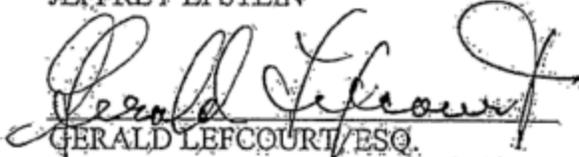


ASSISTANT U.S. ATTORNEY

Dated: \_\_\_\_\_

JEFFREY EPSTEIN

Dated: 9/24/07

  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

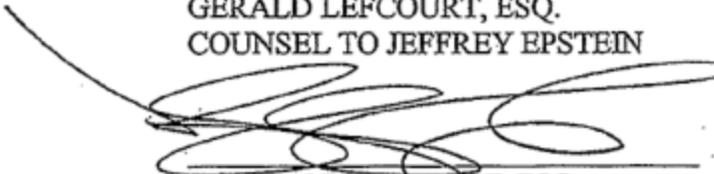
Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07

  
\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

IN RE:  
INVESTIGATION OF  
JEFFREY EPSTEIN

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ADDENDUM TO THE NON-PROSECUTION AGREEMENT.

IT APPEARING that the parties seek to clarify certain provisions of page 4, paragraph 7 of the Non-Prosecution Agreement (hereinafter "paragraph 7"), that agreement is modified as follows:

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good faith approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.
- 7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph C, *infra*.
- 7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. s 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in s 2255 to bear the costs of the attorney representative, shall cease.

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

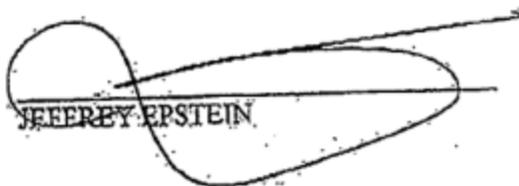
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

Dated: 1/29/07

  
\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

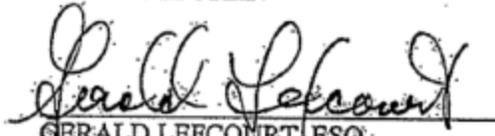
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: 10/29/07

  
\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

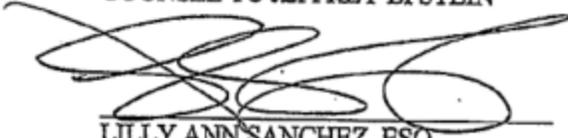
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JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 10-29-07

  
\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

**IN RE:  
INVESTIGATION OF  
JEFFREY EPSTEIN**

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**NON-PROSECUTION AGREEMENT**

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

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IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
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- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
  - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
  - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States, in consultation with and subject to the good faith approval of Epstein's counsel, shall select an attorney representative for these persons, who shall be paid for by Epstein. Epstein's counsel may contact the identified individuals through that representative.
8. If any of the individuals referred to in paragraph (7), *supra*, elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to an amount as agreed to between the identified individual and Epstein, so long as the identified individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.
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In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ASSISTANT U.S. ATTORNEY

Dated: 9/24/07

JEFFREY EPSTEIN

Dated: \_\_\_\_\_

GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

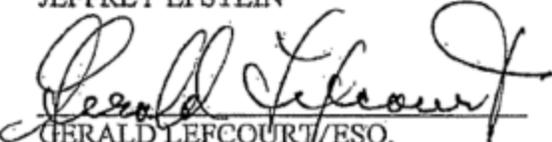
By:

\_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: 9/24/07

  
\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

████████████████████  
ASSISTANT U.S. ATTORNEY

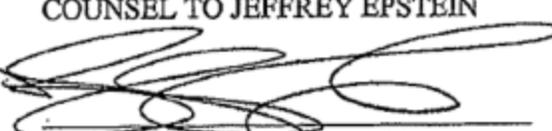
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JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07

  
\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

IN RE:

INVESTIGATION OF

JEFFREY EPSTEIN

\_\_\_\_\_/

ADDENDUM TO THE NON-PROSECUTION AGREEMENT

IT APPEARING that the parties seek to clarify certain provisions of page 4, paragraph 7 of the Non-Prosecution Agreement (hereinafter "paragraph 7"), that agreement is modified as follows:

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good faith approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.
- 7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph C, *infra*.
- 7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. s 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in s 2255 to bear the costs of the attorney representative, shall cease.

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

Dated: 10/29/07

\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

Dated: \_\_\_\_\_

JEFFREY EPSTEIN  
  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 10/29/07

Dated: \_\_\_\_\_

LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ASSISTANT U.S. ATTORNEY

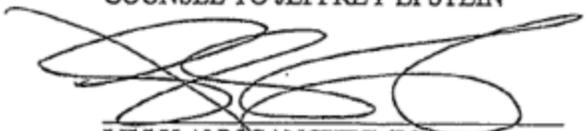
Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY EPSTEIN

Dated: \_\_\_\_\_

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 10-29-07

  
\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN



U.S. Department of Justice

United States Attorney  
Southern District of Florida

[REDACTED]  
Miami, FL 33132

Telephone: [REDACTED]

Facsimile: [REDACTED]

October 25, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. Davis (Ret.)  
Akerman Senterfitt

[REDACTED]  
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge Davis:

Thank you for agreeing to serve as a Special Master and for assisting the United States Attorney's Office in the selection of an attorney representative to represent a group of identified victims. This letter is meant to assist you in performing your duties by providing you with background information regarding the agreement between the United States and Jeffrey Epstein and the duties that the attorney representative will have to perform.

The Federal Bureau of Investigation and the U.S. Attorney's Office conducted an investigation of Mr. Epstein. As a result of that investigation, the U.S. Attorney's Office and Mr. Epstein entered into a Non-Prosecution Agreement and an Addendum that contains, *inter alia*, the following terms:

7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good faith approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.

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7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph 7C, infra.

7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. § 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in § 2255 to bear the costs of the attorney representative, shall cease.

8.If any of the individuals referred to [in the paragraphs above] elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to an amount agreed to between Epstein and the identified individual, so long as the identified individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, with respect to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.

9.Epstein's signature on this agreement also is not to be construed admission of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person whose name does not appear on the list provided by the United States.

10.Except as to those individuals who elect to proceed exclusively under 18 U.S.C. § 2255, as set forth in [the above paragraphs], neither Epstein's

signature on this agreement, nor its terms, nor any resulting waivers or settlements by Epstein are to be construed as admissions or evidence of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person, whether or not her name appears on the list provided by the United States.

The most recent version of the statute referenced above, 18 U.S.C. § 2255, provides that:

Any person who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title and who suffers personal injury as a result of such violation, regardless of whether the injury occurred while such person was a minor, may sue in any appropriate United States District Court and shall recover the actual damages such person sustains and the cost of the suit, including a reasonable attorney's fee. Any person as described in the preceding sentence shall be deemed to have sustained damages of no less than \$150,000 in value.<sup>1</sup>

Section 2422 prohibits the use of a facility of interstate commerce to induce minors to engage in sexual activity and prostitution, and section 2423 prohibits interstate travel for the purpose of engaging in sexual activity or prostitution with minors. The United States has identified 34 victims as defined by this statute. The United States takes no position as to the validity of any such claim under this statute.

Due to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:

1. Experience doing both plaintiffs' and defense litigation.
2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women.
4. Experience litigating against large law firms and high profile attorneys who

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<sup>1</sup> An earlier version of this statute deems that any person described in the preceding sentence shall have sustained damages of no less than \$50,000 in value.

may test the veracity of the victims' claims.

5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.
7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached (defense counsel has reserved the right to challenge such litigation).
8. The ability to negotiate effectively.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good faith objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

If I can provide you with any further information, please do not hesitate to contact me and/or the U.S. Attorney and/or Jay Lefkowitz, Esq. on behalf of Epstein. Mr. Lefkowitz can be reached at [REDACTED] - Kirkland & Ellis LLP, [REDACTED], New York, New York 10022-4611. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta  
United States Attorney

By: [REDACTED]

[REDACTED]  
First Assistant United States Attorney

cc: AUSA [REDACTED]

# KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Jay P. Lefkowitz, P.C.  
To Call Writer Directly:

[REDACTED]  
New York, New York 10022-4611

Facsimile:

[REDACTED]  
www.kirkland.com

November 8, 2007

## VIA E-MAIL

[REDACTED]  
United States Attorney's Office  
Southern District of Florida  
[REDACTED]  
Miami, Florida 33132-2111

*Re: Jeffrey Epstein*

Dear [REDACTED]:

I write in response to your recent letter, dated November 5, 2007. I want to make clear at the outset that Mr. Epstein is complying fully with the Non Prosecution Agreement (the "Agreement") and that he has every intention of continuing to honor its terms in good faith. Any disagreement the parties have regarding the terms of the Agreement should be resolved through open dialogue and should not be construed as a repudiation of the Agreement. I do, however, want to address each of the points you raise in your letter.

First, we do not believe Mr. Epstein's agents are precluded from speaking to any individuals at this point in time. We carefully reviewed the Agreement and the laws governing contact with witnesses and proceeded under the belief that Mr. Epstein's agents could properly contact potential witnesses in this matter. We believe that nothing in the Agreement precludes contact by Mr. Epstein's agents with any individuals. Paragraph 7 of the Agreement states that "Epstein's counsel may contact the identified individuals through [the attorney representative]," but it in no way restricts any other contacts that are both lawful and appropriate. Furthermore, your Office has not yet identified the alleged victims under 18 U.S.C. § 2255 nor has an attorney representative been selected.

Indeed, it is quite common for a party's agents, and even his attorneys, to speak with potential claimants prior to their retaining formal representation. And in this situation — where Mr. Epstein faces significant potential civil exposure, and he has a right to test the veracity of these claims — it is appropriate that his agents would seek to obtain as much information about potential claims as possible. Nevertheless, because we want to cooperate with your Office and since you object to such communications, we will cease all contact with these individuals until the date of Mr. Epstein's plea. We request, however, that your Office provide a basis for precluding Mr. Epstein or his agents from speaking to any individuals at this time.

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

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KIRKLAND & ELLIS LLP

██████████  
November 8, 2007

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Second, I am a little surprised by your insistence that we request that the state court conduct the plea and sentence in November. You may recall that we previously discussed, and you agreed, that because the state judge will not stagger the plea and sentencing as we contemplated in the Agreement, Mr. Epstein could plea and be sentenced at any point before January 4, 2008. As you know, the judge's refusal to stagger the plea and sentencing actually harms Mr. Epstein because this delays the timing under which he can receive the names of the individuals identified by the United States as "victims" under § 2255. But we believe we must defer to the judge's decision in this matter. To clear up any misunderstanding, however, the judge has set this case "for trial" on January 7 only as a formal matter. The judge has invited the parties to appear for the plea and sentencing on January 4, and we do not anticipate any delay beyond that date.

Third, I want to clear up any confusion regarding the many inaccurate media reports about Mr. Epstein. With the hope of maintaining some semblance of privacy for Mr. Epstein, we have avoided interacting with the media regarding this matter. Indeed, the only recent comment was Howard Rubenstein's confirmation to the Palm Beach Daily News that this matter had been resolved and would not proceed to a trial. That comment was authorized only out of concern that you might read an inaccurate story and believe, mistakenly, that Mr. Epstein had decided not to proceed under the Agreement.

Fourth, regarding the sentence to be imposed by the court, the Agreement, and all of the discussions we have had about it, are very clear: Mr. Epstein is to be sentenced to an 18-month term in accordance with the same rules and regulations (and the same rights and privileges) that apply to everyone in the state of Florida. That Mr. Epstein would be treated no better and no worse than anyone else was a material term of the Agreement. If your Office now believes he is not entitled to equal treatment, I would very much appreciate an explanation of the basis of such view. I am sufficiently concerned about comments in your letter to seek clarification on this point, especially because the lawyers in your Office have made clear on numerous occasions to me that as long as Mr. Epstein received an 18-month sentence, your Office would not seek to interfere with the implementation of the state sentence.

Fifth, pursuant to the Agreement, Mr. Epstein, through his counsel, agrees to provide the agreements made with the State Attorney's Office.

Finally, I must tell you that I am troubled by the manner in which your Office has dealt with the § 2255 issues that are encompassed in the Agreement. As you already know, one of the lawyers initially recommended by your Office contacted Judge Davis to lobby for the assignment of attorney representative even before Judge Davis was formally selected to appoint an attorney representative. Moreover, I find it highly unusual that your Office has continued to insist that a

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November 8, 2007  
Page 3

primary criteria for the appointment of the attorney representative should be the ability to take on contingency fee cases directed at Mr. Epstein. I trust you understand that I raise these concerns with you out of respect for your Office. However, despite Mr. Epstein's full intention to abide by all of the terms of the Agreement, we must reserve our right to object to certain aspects of the § 2255 provisions of the Agreement.

I look forward to continuing to work with your Office to resolve any outstanding issues, and I sincerely anticipate a conclusion of this matter in the very near future.

Sincerely,



Jay P. Lefkowitz

**Subject:** FW: Epstein settlement agreement

FYI. I drafted this for Jeff to send. It went out this morning.

[REDACTED]  
Assistant U.S. Attorney  
500 S. Australian Ave, Suite 400  
West Palm Beach, FL 33401  
Phone [REDACTED]  
Fax [REDACTED]

---

**From:** [REDACTED] (USAFLS)  
**Sent:** Friday, November 02, 2007 9:51 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED] (USAFLS)  
**Subject:** RE: Epstein settlement agreement

Dear Lanna:

I was just informed that a case disposition conference has been set in the Epstein case on January 7, 2008. Our agreement with Mr. Epstein contemplated a simultaneous plea and sentencing for October (or, as we later agreed, November), followed by Mr. Epstein self-surrendering to begin serving his sentence not later than January 4, 2008. From your last e-mail, it appeared that the judge was under the impression that Mr. Epstein could not be sentenced before January 2008. We are hoping that Judge McSorley would consider conducting the simultaneous plea and sentencing some time before January 4, 2008, so that Mr. Epstein can comply with the terms of our agreement and begin serving his sentence on January 4, 2008.

I also would appreciate it if you could send me a copy of the plea agreement, the Information that you plan to file (if it hasn't been filed already), and any factual proffer or other documents related to the plea. Please also let me know the date and time of the plea and sentencing so that someone from our office can attend and insure Mr. Epstein's compliance with the terms of his federal non-prosecution agreement.

If you need any information regarding the federal investigation, or if you have any questions about the terms of the federal non-prosecution agreement, please do not hesitate to contact me at the number below or Marie in the West Palm Beach office.

Thank you,

[REDACTED]  
First Assistant United States Attorney

[REDACTED]  
Miami, Florida 33132  
Phone [REDACTED]

[REDACTED]  
Assistant U.S. Attorney

[REDACTED]  
West Palm Beach, FL 33401  
Phone [REDACTED]

Fax [REDACTED]

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**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** Monday, October 29, 2007 9:22 PM  
**To:** [REDACTED] (USAFLS)  
**Subject:** Epstein settlement agreement

[REDACTED]

Good evening. I am the ASA with the Epstein case in Palm Beach County. The negotiated settlement is a definite go. A difficulty arose last week at a conference with the judge on the case. She wants the plea and sentence to occur concurrently; not a plea with a sentencing at a later date. Therefore, the case was set for the first week of January, but the plea and sentence will definitely occur before the January 4th date that was agreed on by all for the sentencing.

If you have any questions, please contact me at [REDACTED] or [REDACTED].

Lanna Belohlavek

[REDACTED] ... 11/9/2007