From: J <jeevacation@gmail.com>
Sent: Sunday, December 9, 2018 4:42 PM
To: Kathy Ruemmler
Subject: thoughts

=div class="gmail_quote">

for tuesday , we want a contigent sig=ing bonus, contingent on the stock being higher by x percent i= three years. . makes the current payment non taxable. &=uot;_

=blockquote class="gmail_quote" style="margin:0px 0px 0px 0.8ex;border-=eft:1px solid rgb(204,204,204);padding-left:1ex">

=span style="font-size:16pt">A recent string of articles published by the Miami Herald has kicked up a dust storm of ill-informed speculation regarding what is inaccurately described as a "sweetheart deal". The =overnments ' non-prosecution agreement with Jeffrey Epstein was anything but. It=20 was the result of an intense negotiation at arms length for mo=ths between the United States Attorney's Office for the Southern Distri=t of Florida, the largest and one of the most respected of the nation's prosecutorial arms of the Department of Justice, and a group of equally well-respected criminal defense attorneys with impeccable reputations for integrity and professionalism. The implication of these tabloid styled articles that any one of these hi=hly accomplished attorneys would sacrifice a lifetime of superlative professional work to participate in base unethical behavior in order to curry favor with a singl= wealthy man accused of sexual misconduct is both insulting and preposterous. In the kindest of lights it can be said to <=span> reflect a fundamental misunderstanding of the federal statutory and constitutional laws and existing Department of Justice policies existing at the time when this agreeme=t was negotiated, willful blindness , regarding what actually transpir=d during those negotiations and what appears to be desire to justify the time and cost of a year-long newspaper "investigation" by foisti=g an intriguing but delusional tale of wealth, power and political corruption on the unsuspecti=g public. Put simply, the Miami Herald got it very wrong.

<=pan>

<=pan> The attorneys,=(all of them with national reputation) involved in the negotiation=C2  this agreement on behalf of Mr. Epstein believed then and still do that the federal government was violating its own policies and foundational constitutional principles w=th an unprecedented torturing of the relevant federal statues in o=der to insert itself into what was exclusively a state court matter that had already been resolved by the Florida State Attorney's Office. In doing so, Mr. Epstein's attorneys believed then and now that, albeit with good intentions, the United States Attorney's Office was interfering with the state laws=, exercised by a duly elected Florida State official, who guided by a highly professional and experienced sex crime staff= carefully assessed the actual facts (not a sensationalized tabloid version of them), interviewed the alleged victims, and took the extraordinary step and convened a grand jury , in order to allay any concerns of the type raise by the Miami Herald. . . Because Mr. Epstein  =80s attorneys believed that the United States Attorney's Office should not have inserted itself=into this Florida matter, we worked diligently for several months to present the fede=al prosecutors with volumes of case law, legal briefs, actual

witness testimon=, and the Department of Justice's own policies to demonstrate that no=federal prosecution should follow and that if it did, it would fail. </=pan>Despite all of our efforts, we were unable to persuade the federal prosecutors to totally abandon their federal efforts , but agreed that a solution belonged in the state court. No=20 federal prosecution. (making the issue of federal crime victims moot=20). We began to negotiate what eventually came to be a non-prosecution agreement between the United States Attorney's Office for the Southern District of Florid= and Mr. Epstein.

The n=n-prosecution agreement was signed in September of 2007 following a wide-ranging FBI investigation and months of strenuous negotiation. In exchange for a legal commitment to discontinue the argument over jurisdiction. and not attempt to bri=g federal charges, Mr. Epstein agreed to plead guilty to state felony charges and other conditions that, despite their recent mischaracterization by the Miami Herald articles, had never been widely accepted as being overly lenient to Mr. Epstein. To the contrary, in view of our strongly held belief that there was no federal nexus to this exclusively state criminal matter, the benefits that accrued to the Governm=nt from entering this Agreement, which have been trivialized by the Miami Hera=d in its condemnation of the Agreement, were quite significant. <=span>

<=pan>

<=pan> Unlike the public telling., the Agreement included a 30-month sentence. , consisting of an 18-month jail sentence, followed by 12 months of community control probation. To be clear absent the federal intervention, the entire sentence would have consisted =20 under state law : mandatory pre trial intervention , no jail time and=20 no criminal record or sex registration. In addition ,despite a misinformed view that Mr. Epstein received preferential treatment in the se=ving his already enhanced sentence, it was implemented and served in=the very same manner as the sentences of any other county prisoners. The reduction of actual time Mr. Epstein was to spend in jail based =n his 18-month sentence was calculated based on the same exact rules applicable to every other county inmate , so that the 13 months Mr. Epstein served in jail was precisely the same 13 months that would have been served=by every other county inmate with an 18-month sentence who served his time coo=eratively and without incident, like Mr. Epstein did. Mr. Epstein was given no special consideration or early release in calculating his time served . Moreover, the work-release that was approved for Mr. Epstein was approved under the same guidelines applicable to all county prisoners and was granted to many others during the same time as others similarly situated inmates.

<=pan>

<=pan> In addition, under the Agreement, Mr. Epstein was required by the feds to register as a sex offender for life ☐=80☐ a condition that was not required by state law. </=pan>It requires him to notify at least one registry prior to all travel and to update the registry of every change in his trave= plans, such that his whereabouts at any given time are always known by the government. Both his passport and in some jurisdictions his driver's license are subject to demarcation =o indicate his status as a sex offender. Moreover, his status as a sex offender requires him to register in new jurisdictions =e visits even if only visiting for a short while, and at times prevents him f=om traveling to some jurisdictions altogether. Whatever one might think of the offenses alleged against Mr. Epstein= sex offender registration is a substantial and permanent constraint on Mr. Epstein's liberty, one that was required to be imposed on him by th= United States Attorney's Office.

<=pan>

<=pan> Further, the NPA imposed on Mr. Epstein one of the most highly unorthodox civil liability waiver and monetary compe=sation requirements that, to the collective knowledge and experience of most attorn=ys,they had ever been part of such an agreement. In other=words, the federal government would not tell Mr. Epstein who was on a list prepared by them , he wo=ld have to agree to it sight unseen and he would not able to defen= himself from lawsuits brought against him, until after he already signed and performed his obligations under the Agreement In essence t=e Agreement required him to blindly accept legal and financial responsibility of an unknown magnitude payable to a list that the govt would produce.

<=pan>

<=pan> Moreover, the Agreement also required Mr. Epstein to pay substantial amounts of money to opposing lawyers who would a=tempt to search out names on the list and represent them in suing Mr. Epstein. In additi=n, as a result of the liability waiver to which Mr. Epstein was required to ag=ee, even civil lawyers who were not appointed under the Agreement to represent purported victims were encouraged to seek out claimants to file suit agains= Mr. Epstein knowing that as a result of his civil liability waiver under th= Agreement, any such lawsuit would generate a financial windfall from which these attorneys could exact a substantial contingency fee. In effect, this astonishing Agreement encouraged both the appointed lawyer and unappointed lawyers to file civil suits against Mr. Epstein at his expense. with out him being able to say , =ever heard of her.

<=pan>

<=pan> Mr. Epstein's attorneys, among whom were former federal prosecutors and a former United States District Court judge,= consulted with other former federal prosecutors and another former federal judge, who opined that inclusion in =he Agreement of these wild unprecedented provision should be avoided, as=they created inappropriate risks of unintended involvement by the United States Attorney's Off=ce in civil cases to be litigated against Epstein, which is well outside the scope of t=eir legitimate authority. Those warnings were well founded. Several claimants, including one who was not even identified as a victim on the United States Attorney=E2��s Office's list, filed complaints citing the Agreement as a basis to =stop Mr. Epstein from denying liability even for matters outside of the contemplatio= of the Agreement. Moreover, briefing from the United States Attorney's Office was judicially required in at l=ast one civil case against Mr. Epstein, and in several other cases, threats were ma=e by Plaintiffs' counsel to ask the United States Attorney's Off=ce to hold Mr. Epstein in breach of the Agreement in order to exact litigation concessions from Mr. Epstein that were never contemplated by the Agreement. =In still another case, Mr. Epstein was forced to retract a legitimate motion to dismiss a civil claim being threate=ed by a breach if he did not do so .As a result of these highly unusual requirements in the Agreement, Mr. Epstein paid millions of dollars in civil monetary damages without even the=20 benefit of being able to mount a defense . Florida also has a unique=20 statutory provision that makes misrepresentation of age , not a defense.

<=pan>

<=pan> This Agreement and the decisions of United States Attorney Alex Acosta were not made in a vaccum. Nor wer= they made by a single decision-maker as depicted in the Herald articles. Instead, the Agreement was carefully negotiated between highly experienced prosecutors and Mr. Epstein's=legal team. Because of his legal team's dissati=faction with the severity and the unprecedented and unorthodox nature of the civil liability waiver and monetary provisions in the Agreement, Mr. Epstein�=80�s attorneys sought review by many in the hierarchy of the United States Attorney's Office. The Agreement was further reviewed by three levels of senior officials at the Department of Justice i= Washington: first by the heads of CEOS (the Child Exploitation and Obscenity Section), then by the Criminal Divisi=n, and finally by the Deputy Attorney General, Mark Filip, who, with the excep=ion of the Attorney General himself, was the highest ranking official at the Department. In short, despite the Herald's criticism, the Agreement between the Government and Jeffre= Epstein was a responsible and well-vetted conclusion to a unique and complex case a= the crossroads of the federal and state law enforcement powers. �=A0

<=pan>

<=pan> At the core of the architecture of the criminal justice system's division of power between state and feder=l criminal laws is the pivotal principle that absent a clear indication by Congress th=t a federal statute is intended to effect a "significant change in the =ensitive relationship between federal and state criminal jurisdiction", pros=cutors and courts are required to narrowly construe the scope of federal criminal statutes. The United States Attorney Office was traveling in unchartered territory in attempting unprecedented applicat=ons of 18 USC 2423 (prohibiting interstate travel for the purpose of engaging i= a sex offense), 18 USC 2422(b) (prohibiting the use of

interstate wires to in=uce a sex offense), and 18 USC 1591 (prohibiting commercial sex trafficking and=the use of force and fraud for commercial sex) to Mr. Epstein's case, a=d the factual allegations against Mr. Epstein would not reasonably permit such an unorthodox application. The allegations in Mr. Epstein's case had the common characteristics of a paradigm =tate prostitution offense where he, Mr. Epstein, allegedly paid young women for =assages and occasionally for sexual contact in his own home, where he did not induc= anyone to meet him via the internet, where he did not commercially traffic =he women for his own economic benefit, and where, as a result, his offenses, although alleged to be numerous, were exclusively a matter of state crimina= law. Published Department of Justice policy guidelines were that such were matters to be addressed exclusively through the state prosecutorial system. Moreover, critical elements required to establish a federal nexus to these allegations of state crimes necessary to support a conviction under a=y of the above federal statutes were in the firm opinion of Mr. Epstein=99s legal team conspicuously absent, or at best very close questions, such that Mr. Epstein attorneys strongly believed he could well have been acquitted at tr=al or exonerated on appeal.

<=pan>

<=pan> The Agreement, now under media siege resulted from classic negotiations between=two independent Parties where the Government achieved, without risking acquitta= or detrimental legal precedent, much of what it sought – imprisonment,=probation, restitution, sex offender registration, and the facilitation of witness-vic=ims financial settlements – and where defense counsel, including the un=ersigned, properly discharged their professional responsibilities, gaining for their client (a= occurs in every negotiation) a moderation of the maximum potential penalty =n exchange for an agreement not to seek an acquittal or other legal challenge=

<=pan>

<=pan> And for any criticism that crime victim rights were violated because they were not consulted before the Agreement w=s signed, it is absolutely essential to remember that in 2007 the established= published, nationwide policy of the Department of Justice required neither consultation with nor notification to any alleged victim where, as was true=in this case, there had been no charges, indictment or information of federal crimes issued. In requesting compliance with established, published Department of Justice policies, Mr. Epstein=80s legal team discharged their ethical and legal obligations in the representation o= their client. Moreover, the federal government has already provided numerous legitimate explanations for the decisions it made regarding consultation and notification under the Crime Victims Rights Act in its filings in the United States District Court case filed in the Southern District of Florida, Doe v. United States, case no. 9:08-cv-80736-KAM. We wou=d encourage anyone interested in the truth to do what the Miami Herald has failed to do, conduct a full review o= the government's papers in order to gain a thoughtful view of their=position before leaping to inappropriate conclusions and perpetuating absurd conspir=cy theories about influence and corruption at a venerated office of the United States Attorney. Whatever their reasons, however, notification and consultation decisions were within the exclusive purview of the Government, and Mr. Epstein's attorneys ultimately c=uld not have any say in the matter.

<=pan>

<=pan> In 2008 Mr. Epstein went to jail and was given the same work release treatment that was conferred by prison official= on others. Thereafter he was released under strict probationary conditions which he met. He has registered for life as a sex offender in multiple jurisdictio=s, has fully and diligently complied with his registration obligations, and continues to do so. He has made substantial victim payments, paid the court-appointed victim legal representative significant fees, and helped line the pockets of a multitude of personal in=ury attorneys in cases where Mr. Epstein was required to agree not to and did n=t contest liability (a unique benefit to the witnesses). S=nce the end of the criminal case, Mr. Epstein has lived for 11 years without further incident. He has been a productive and law-abiding citizen, avoiding any condu=t that does not carefully conform to the requirements of both federal and sta=e law.

<=pan>

<=pan> An 11 year old independently negotiated Agre=ment that was fully performed by Mr. Epstein cannot just be ignored because beca=se of criticism leveled years later by witness-victims and their attorneys who themselves sued and settled civil cases expressly relying on the very Agree=ent they now condemn. It's time f=r the media to stop vilifying the prosecutors and defense attorneys who negotiated the Agreement and to stop =istorting and ignoring the many benefits achieved by the Government in its exercise o= discretionary prosecutorial decision-making that was reviewed and approved =ver and over at the highest levels of the nation's Department of Justic=.

=/div>

--

=C2  please note

The informat=on contained in this communication is
confidential, may be attorney-cli=nt privileged, may
constitute inside information, and is intended only =or
the use of the addressee. It is the property of
JEE
Unauthoriz=d use, disclosure or copying of this
communication or any part thereof =s strictly prohibited
and may be unlawful. If you have received this

return e-mail o= by e-mail to j=evacation@gmail.com <mailto:jeevacation@gmail.com> , and
destroy this communication and all copies =hereof,
including all attachments. copyright -all rights reserved
</=iv>
--00000000000015cce3057c9986d1-- conversation-id 319218 date-last-viewed 0 date-received 1544373704 flags 8590195713 remote-id 880211