



U.S. Department of Justice

Washington, D.C. 20530

June 23, 2008

Jay Lefkowitz, Esq.
Kenneth Starr, Esq.
Kirkland and Ellis LLP

[REDACTED]

Gentlemen:

This Office has completed a thorough review of the U.S. Attorney's handling of the matter involving your client, Jeffrey Epstein. We have received and reviewed your letters of May 19, June 3 and June 19, 2008, the attachments to the June 19 letter, as well as your submissions to the Criminal Division and the U.S. Attorney's Office. Additionally, we have reviewed an extensive set of materials provided by the U.S. Attorney's Office and conferred with a number of highly experienced Department attorneys about this matter. The Deputy Attorney General has also been briefed.

As you know, the Department of Justice vests considerable discretion in its U.S. Attorneys, and the Deputy Attorney General will intervene in only the most unusual of circumstances. We do not believe such intervention is warranted here. Even if we were to substitute our judgment for that of the U.S. Attorney, we believe that federal prosecution of this case is appropriate. Moreover, having reviewed your allegations of prosecutorial misconduct, and the facts underlying them, we see nothing in the conduct of the U.S. Attorney's Office that gives us any reason to alter our opinion.

Sincerely,

[REDACTED]

[REDACTED]

Senior Associate Deputy Attorney General

cc: Alex Acosta

EFTA00179250

[Redacted]

From: [Redacted]
Sent: Friday, December 05, 2008 5:36 PM
To: Brad Edwards
Subject: Work Release Notice -- Edwards Clients.pdf

Dear Mr. Edwards: Please review the attached with your clients.



Work Release
Notice -- Edwards...

Sincerely,

[Redacted]
Assistant U.S. Attorney

[Redacted]



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

December 5, 2008

VIA ELECTRONIC MAIL

Brad Edwards, Esq.
[REDACTED]

Re: Jeffrey Epstein, [REDACTED]
Notification of Work Release

Dear Mr. Edwards:

By virtue of this letter, the United States Attorney's Office for the Southern District of Florida asks that you provide the following notice to your clients, [REDACTED] and [REDACTED]. The U.S. Attorney's Office has learned that Jeffrey Epstein has applied to participate in the Palm Beach County Sheriff's Office's ("PBSO") work release program, and PBSO has granted that application. Mr. Epstein is reportedly working for The Florida Science Foundation at [REDACTED] West Palm Beach, FL 33401. After work each day, Mr. Epstein returns to the Palm Beach County Stockade. While outside the Stockade, Mr. Epstein is electronically monitored via a GPS system and an ankle bracelet. Pursuant to the work release rules, Mr. Epstein is to go directly from the Stockade to his office, remain at the office throughout the work day, and then return directly to the Stockade.

We regret that we were unable to inform your client of these developments prior to Mr. Epstein's release, but our Office was never notified of Mr. Epstein's application, and we only learned of his release more than six weeks after he began participating in the program. Should you or your client have any questions regarding the work release program, please direct your inquiries to Captain [REDACTED] Palm Beach Sheriff's Office, [REDACTED].

Sincerely,

R. Alexander Acosta
United States Attorney

By: [REDACTED]

Assistant U.S. Attorney

EFTA00179252



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

December 5, 2008

VIA ELECTRONIC MAIL

Brad Edwards, Esq.
[REDACTED]

Re: Jeffrey Epstein, [REDACTED]
Notification of Work Release

Dear Mr. Edwards:

By virtue of this letter, the United States Attorney's Office for the Southern District of Florida asks that you provide the following notice to your clients [REDACTED] and [REDACTED]. The U.S. Attorney's Office has learned that Jeffrey Epstein has applied to participate in the Palm Beach County Sheriff's Office's ("PBSO") work release program, and PBSO has granted that application. Mr. Epstein is reportedly working for The Florida Science Foundation at [REDACTED], West Palm Beach, FL 33401. After work each day, Mr. Epstein returns to the Palm Beach County Stockade. While outside the Stockade, Mr. Epstein is electronically monitored via a GPS system and an ankle bracelet. Pursuant to the work release rules, Mr. Epstein is to go directly from the Stockade to his office, remain at the office throughout the work day, and then return directly to the Stockade.

We regret that we were unable to inform your client of these developments prior to Mr. Epstein's release, but our Office was never notified of Mr. Epstein's application, and we only learned of his release more than six weeks after he began participating in the program. Should you or your client have any questions regarding the work release program, please direct your inquiries to Captain [REDACTED], Palm Beach Sheriff's Office, [REDACTED].

Sincerely,

R. Alexander Acosta
United States Attorney

By: [REDACTED]

Assistant U.S. Attorney

EFTA00179253



U.S. Department of Justice

United States Attorney
Southern District of Florida

99 N.E. 4 Street
Miami, FL 33132

November 2, 2010

Via E-Mail

Privileged Communication

Wifredo A. Ferrer, United States Attorney
[REDACTED], First Assistant U.S. Attorney
[REDACTED], AUSA, Civil Chief
[REDACTED], AUSA, Senior Litigation Counsel
[REDACTED], AUSA, Deputy Chief - WPB
[REDACTED], AUSA

Office of the United States Attorney
Southern District of Florida
99 NE 4th Street
Miami, Florida 33132

Re: **Litigation Hold** re:
Jane Does #1 and #2 v. United States, Case No.: 08-80736-CIV-
MARRA/Johnson AND *Jeffrey Epstein*

As a follow-up to your recent meeting concerning the above-referenced case, I write this letter in my capacity as the Electronic Discovery Coordinator within the Civil Division of the United States Attorney's Office for the Southern District of Florida (USAO-SDFLA). I write to advise you of the USAO-SDFLA's legal obligation to preserve documents and data relevant to the lawsuit and to enlist your assistance in this regard.

The USAO-SDFLA is required by law to take all reasonable steps to preserve all documents and data relating to the claims set forth in the Victim's Emergency Petition for Enforcement of Crime Victim's Rights Act, 18 USC Section 3771 (DE 1) ("Victim's Petition") in Case No.: 9:08-cv-80736-Marra/Johnson in the Southern District of Florida, filed on July 7, 2008. Based upon the facts set forth in the Court filings that are unsealed, I recommend that the Federal Bureau of Investigation (F.B.I.) and the Palm Beach Police Department also be requested to preserve any documents that they may have that are relevant to the Claims asserted in the above-referenced lawsuit.

I request that you please read and acknowledge your receipt and agreement to the terms of this letter. I also ask that you please complete and sign the form accompanying this letter. Please return the originals of both documents to me by November 9, 2010.

With respect to the claims asserted in the litigation, in the Victim's Petition (DE 1), Jane Doe # 1 brought claims against the United States for alleged violation of her rights under the Crime Victim's Rights Act ("CVRA"). The Jane Doe #1 petitioner alleges that she was the victim of federal crimes committed by Jeffrey Epstein, including sex trafficking of children by fraud in violation of 18 USC § 1591, use of interstate commerce to entice a minor to commit

prostitution in violation of 18 USC § 2422 and wire fraud in violation of 18 USC §1343. DE 1 at ¶1. The Victim's Petition further alleges that in violation of the CVRA, Jane Doe #1 was not consulted with respect to the USAO-SDFLA's negotiations with Epstein (DE 1 at ¶¶3-6). The "Jane Doe #1 and Jane Doe # 2 Status Report and Response to Court's Order to Show Lack of Prosecution" (DE 41) argues that "there [was] an orchestrated decision [between the "U.S. Attorney's Office and Epstein] to deny the[] [Jane Doe Petitioners] their rights." DE 41 at 1. The Status Report alludes to communications between the USAO-SDFLA and counsel for Jeffrey Epstein "that [i]s highly relevant to the treatment of Jane Doe #1 and Jane Doe #2 in the criminal justice system – namely, correspondence between the [USAO-SDFLA] and legal counsel for Jeffrey Epstein during the negotiations surrounding the non-prosecution agreement" and the USAO-SDFLA and counsel for the Jane Does, on numerous matters related to Jeffrey Epstein, including contacts with AUSAs "Marie [REDACTED] and [REDACTED]" DE 41 at 3.

The Government's filings frame the issue before the Court as to whether the "Government was obligated, under 18 U.S.C. § 3771(a)(5), to confer with petitioners prior to entering into an agreement with Jeffrey Epstein, which permitted the pending State of Florida prosecution to go forward, so long as Epstein agreed to certain conditions." Government's Notice To Court Regarding Absence of Need for Evidentiary Hearing. DE 17. The Government argues there are two relevant facts which will permit the Court to resolve the legal issue: (1) there are no criminal charges in the United States District Court, Southern District of Florida, filed against Jeffrey Epstein; and (2) Epstein entered pleas of guilty in Florida State Court on June 30, 2008, was sentenced, and is now imprisoned in Palm Beach County. DE 17. The Government's Response to the Victim's Petition ("Government's Response") notes that in 2006, Jeffrey Epstein was charged in the 15th Judicial Circuit Court in and for Palm Beach County, Florida with felony solicitation of prostitution. DE 13 at 1. The Response further notes that Epstein was not charged in the Southern District of Florida. DE 13 at 1-2. The Declaration of [REDACTED] indicates that "in the summer of 2007, Mr. Epstein and the [USAO-SDFLA] entered into negotiations to resolve the investigation. At that time, Mr. Epstein had been charged by the State of Florida with solicitation of prostitution, in violation of Florida Statutes § 796.07." DE 14. The Declaration also details the communications that occurred when a victim was identified, including notification letters that were sent. DE 14. Attached to that Declaration are copies of redacted letters provided to victims "C.W.", "T.M.", and "S.R." by AUSA [REDACTED] and the FBI's Victim-Witness Specialist Twiller Smith. DE 14. In addition, appended to the Declaration are AUSA Villafaña's letters to the victim's counsel, Bradley J. Edwards, Esq. DE 14. Special Agent [REDACTED], F.B.I. is copied on AUSA [REDACTED] letters and Special Agent [REDACTED] are referenced in certain letters to Mr. Edwards. DE 14. Moreover, Epstein's counsel, Jack Goldberger, Esq. is copied on letters to Mr. Edwards. I also note that the Supplemental Declaration of [REDACTED] (DE 35) notes the existence of a September 2007 Non-Prosecution Agreement, an October 2007 Addendum and a letter dated December 19, 2007 from the U.S. Attorney to Attorney Lilly Ann Sanchez, Counsel to Jeffrey Epstein (DE 35 at ¶3).¹

¹ I assume those involved in the above-referenced litigation, have copies of the relevant court filings, but if you desire any of the unsealed filings, let me know.

Included in this preservation order are all Documents and data, including electronically stored information ("ESI"), relating to the claims. The Victim's Petition alleges that in July 2008, negotiations were taking place that led to a Non-Prosecution Agreement. However, it appears from AUSA [REDACTED] Declaration that during the summer of 2007, negotiations between Epstein and the USAO-SDFLA commenced that led to the September 2007 Non-Prosecution Agreement. **It would therefore appear that the logical time frame to preserve evidence is at least May 1, 2007 and/or as early as the commencement of the negotiations leading to the September 2007 Non-Prosecution Agreement and through the present.**

"Documents and data" as used herein means not only paper copies of documents, but electronically stored information ("ESI"), to include email, audio recordings, videotape, instant messages, word processing files, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronically stored information maintained, created, and/or received by the USAO-SDFLA or any of its employees and/or agents. "Sources" include all paper documents, computer hard drives and other electronic storage media (e.g., CDs/DVDs, thumb drives, etc.), laptop computers, PDAs, Blackberry devices, and any other location where paper documents or electronic data is stored. Sources of potentially relevant information may also include personal computers or personal email accounts you use or have access to at home, or anywhere else. Also, relevant electronic data may be located on inaccessible storage media, such as backup tapes, which must be preserved as well, if an identical copy is not found elsewhere.

In order to comply with its legal obligations, the USAO-SDFLA must immediately preserve all existing documents and data relevant to the claim/investigation described above and suspend deletion, overwriting, or any other possible destruction of unique, potentially relevant information. Effective immediately, all routine destruction efforts under USAO-SDFLA's existing document management and email policies are suspended for all information relevant to the above-referenced lawsuit.

Guidance on how to preserve relevant documents and data should be directed to Jacquie Varela, IT-Manager at Jacquie.Varela@usdoj.gov on whom I am copying this letter. If you have any questions on how to comply with this directive, please contact Jacquie at extension 9218.

Electronically stored information is an important and irreplaceable source of discovery and/or evidence in this matter. You must take every reasonable step to preserve this information until further notice. Failure to do so could result in severe penalties against the USAO-SDFLA and you. Intentional destruction or deletion of any document or data relevant to the lawsuit will not be tolerated by the USAO-SDFLA and could expose you to criminal sanctions.

I will contact those of you with more detailed information on the claims to ensure that I have the names of all relevant individuals for the Litigation Hold. In addition, in accordance with DOJ guidelines, you will be contacted in the future for an update on your preservation efforts and to answer any questions you may have. In the interim, if this correspondence is unclear, please contact me at extension 9290, for any assistance you may require.

In accordance with Department of Justice guidelines, please sign and date a copy of this letter in the space provided below as an acknowledgment that you have received, read,

Re: Jane Does #1 and #2 v. United States
Case No.: 9:08-cv-80736-KAM
November 2, 2010
Page -4-

Privileged Communication

and agree to comply with the preservation instructions contained in this letter. Please also complete, date and sign the attached form (Note – for your convenience, I have made sure that you can type in the date and click in any relevant boxes). I request that you return to me the originals containing your signatures by November 9, 2010. If you wish, you can also send to me scanned copies of your letters.

Should you have any questions, please feel free contact me.

Regards,

WIFREDO A. FERRER
UNITED STATES ATTORNEY

By: _____

Assistant United States Attorney
Litigation Hold Coordinator, Civil Division

_____/attachments

cc: _____, Executive Assistant United States Attorney
_____, Paralegal
_____, IT Manager, Administrative Division

Acknowledgment of Receipt of Litigation Hold Letter:

I acknowledge that I have received and read the Litigation Hold letter dated November 2, 2010 regarding *Jane Does #1 and #2 v. United States*, Case No.: 08-80736-CIV-MARRA/Johnson and I have taken and agree to continue to take all reasonable steps necessary to preserve the documents and data as instructed in the letter and Form appended thereto.

Dated: the 16th day of November, 2010

Signature

Printed Name of Signatory

USER LITIGATION HOLD NOTICE AND CERTIFICATION FORM**PRIVACY ACT PROTECTED****I. NOTICE**

Please be advised that, by and through this Notice, we, the United States Attorney's Office for the Southern District of Florida ("USAO"), have instituted a "Litigation Hold" in connection with the claims set forth in *Jane Does #1 and #2*, *United States*, Case No.: 08-80736-CIV-MARRA/Johnson regarding alleged violation of the petitioners' rights under the Crime Victim's Rights Act ("CVRA").

To institute this Litigation Hold, we are implementing preservation procedures regarding any and all records, data, or other information, whether they exist in paper form or as electronically stored information ("ESI"), within the USAO's possession, custody or control relating to the Complaint/Claims (collectively, "Information"). The USAO's obligation to preserve this Information pertains not only to paper copies, or "hard copies" (whether in draft or final, partial or complete, versions), but also to ESI in its originally-created, or "native" format, as it exists on any computer system (whether it be on the USAO's system or your personal computer), as well as removable or portable electronic storage media. Specific examples of Information subject to this Litigation Hold include, but are not limited to, e-mails and other electronic communications, word processing documents, records, spreadsheets, databases, calendars, telephone logs, internet usage files, network access information, and information on other kinds of media, including PDAs (such as Palm Pilots, BlackBerries, and cell phones), thumb drives, CDs, as well as digital voicemail and text messages.

Because the USAO must take reasonable steps to preserve such Information in whatever form it has been created and maintained, the USAO's Lit Hold Coordinator and Systems Manager must coordinate with all those who may have such Information. We therefore require your assistance to both identify and preserve any and all Information relating to the Complaint/Claims, whether or not the Information is ultimately discoverable. Furthermore, we must confirm that you understand and accept your preservation obligations under this Litigation Hold.

Accordingly, you are required to take the two following steps: (1) Identify to us all such Information and where it resides (in Section II below); and (2) Certify having received notice of this Litigation Hold and understanding and accepting your preservation obligations under this Litigation Hold (in Section III below). [NOTE: While seeking to identify all such Information, please refrain to the maximum extent possible from opening emails/files you believe to be relevant.]

II. IDENTIFY ALL INFORMATION SUBJECT TO THE LITIGATION HOLD

Please identify all locations where the Information described above may exist: **CHECK ALL THAT APPLY**

Hard Copy Documents: Printed Emails Case Files/Logs Calendars/Appointment Books Other

USAO System – Microsoft Outlook:

Email Messages Calendar Items Tasks
 Notes Public Folders Contacts

USAO System – EVoIP:

Telephone Data

.PST Files ("Archive") Office Communicator

(continued on next page)

ATTACHMENT 1

(continued from previous page)

USAO System – Network Data (i.e., documents/files and folders residing on network drives):

- Personal (N, H & M) Drive Document/Files/Folders Shared Files/Folders LIONS/Alcatraz/USA-5
 Inter- and Intra-net Other

USAO System – Mobile PIN/SMS:

- Blackberry/Other

USAO System – Classified/Special Data:

- Document/Files/Folders/Other

Non-Network Data (i.e., documents/files and folders residing on local hard drives and thumb drives):

- Local (C & D) Drives Portable Media/Thumb Drives Deleted Items (Recycle Bin)

Personal Non-Network Data (located or residing somewhere other than the USAO System):

- Document/Files/Folders Internet Email Messages Portable Media/Thumb Drives
 PDAs/Other

III. CERTIFICATION

By this Notice and Certification, I acknowledge that I have received, understand, and accept my obligations to preserve any and all Information (as defined above) I may have now, as well as all such Information I may subsequently receive, create or modify. I further understand and accept that my continuing Litigation Hold obligations require that I preserve all such Information in "native" format and, conversely, that I not delete or destroy any such Information until I receive formal written notice that this Litigation Hold is discontinued. To fulfill these continuing obligations, I will undertake the necessary steps to preserve this Information, be it "hard copy" and/or ESI, in coordination with the USAO's Lit Hold Coordinator and Systems Manager.

Please be advised that failure to preserve and retain this Information may result in sanctions and/or implicate professional conduct rules. Consequently, if you are unsure whether certain information should be preserved, err on the side of caution and preserve the information until you have spoken to the USAO's Lit Hold Coordinator about it. If you have any questions about whether to preserve certain ESI, or its native formatting, please contact the USAO's Lit Hold Coordinator or Systems Manager.

Please sign below to acknowledge you have read this Notice and Certification and understand and accept your preservation obligations, then return the executed copy to the USAO's Lit Hold Coordinator. Thank you.

User Signature:

Date of User Signature:

11/16/2010

cc: USAO Lit Hold Coordinator
National Preservation Officer
USAO Systems Manager

INFORMATION CONTAINED IN THIS FORM MAY CONSTITUTE PRIVATE, CONFIDENTIAL AND/OR SENSITIVE, AS WELL AS PERHAPS ALSO PRIVILEGED AND/OR OTHERWISE PROTECTED, INFORMATION

**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], Lesley Groff, 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.

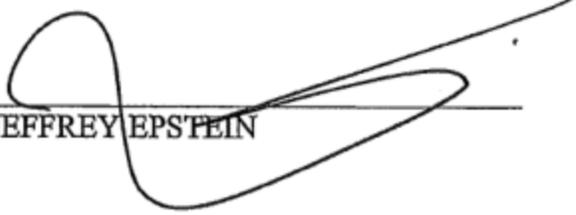
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

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

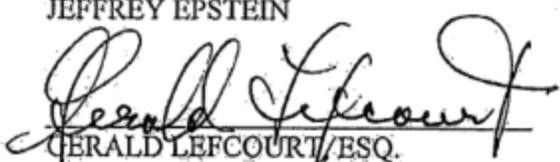
Dated: _____

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

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UNITED STATES ATTORNEY

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ASSISTANT U.S. ATTORNEY

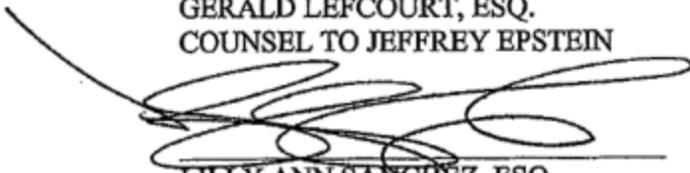
Dated: _____

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**

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], Lesley Groff, 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

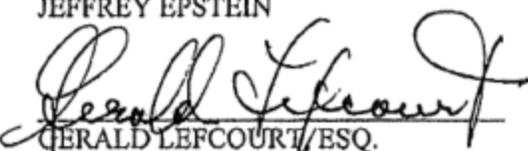
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R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____
[REDACTED]
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

GERALD LEFCOURT/ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 9/24/07

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

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UNITED STATES ATTORNEY

Dated: _____

By:

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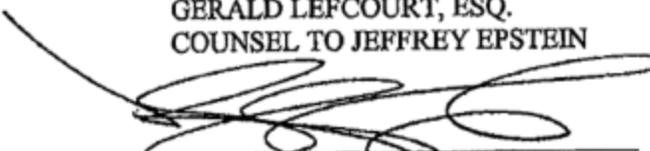
Dated: _____

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

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.

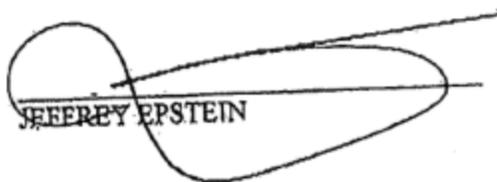
By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

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

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R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

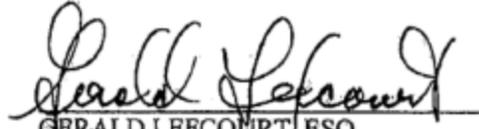
Dated: _____

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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UNITED STATES ATTORNEY

Dated: _____

By: _____
ASSISTANT U.S. ATTORNEY

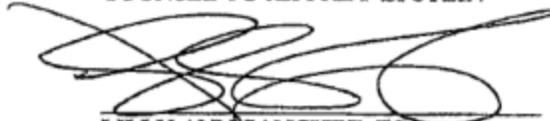
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JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 10-29-07



LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN



U.S. Department of Justice

United States Attorney
Southern District of Florida

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



December 19, 2007

DELIVERY BY FACSIMILE

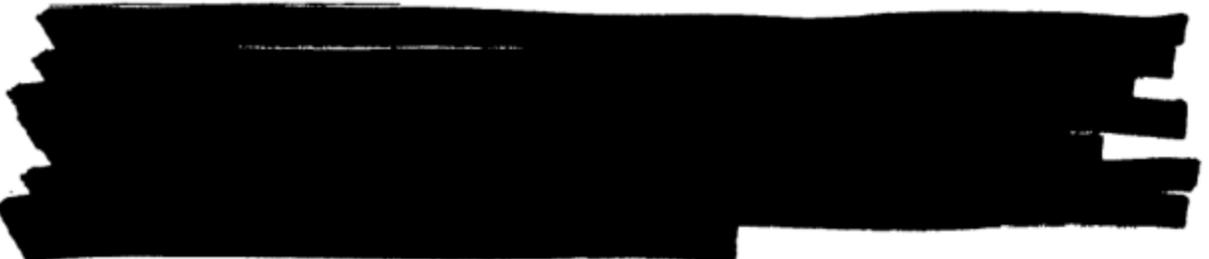
Lilly Ann Sanchez
Fowler White Burnett, PA



Re: Jeffrey Epstein

Dear Ms. Sanchez:

I write to follow up on the December 14th meeting between defense counsel and the Epstein prosecutors, as well as our First Assistant, the Miami FBI Special Agent in Charge and myself.



² Section 2255 provides that: "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . 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."

[REDACTED]

With this in mind, I have considered defense counsel arguments regarding the Section 2255 portions of the Agreement. As I previously observed, our intent has been to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less. From our meeting, it appears that the defense agrees that this was the intent. During the course of *negotiations that intent was reduced to writing in Paragraphs 7 and 8, which as I wrote previously, appear far from simple to understand.* I would thus propose that we solve our disagreements over interpretations by saying precisely what we mean, in a simple fashion. I would replace Paragraphs 7 and 8 with the following language:

“Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein’s attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

[REDACTED]

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

[REDACTED]

**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");

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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;
- (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.
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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], Lesley Groff, 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

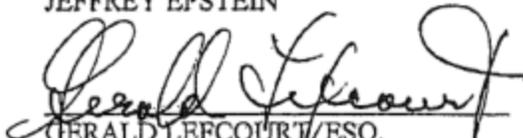
Dated: _____

By: _____
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 9/24/07



GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
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R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

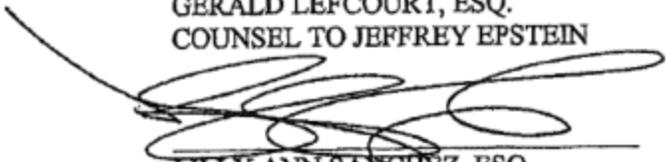
Dated: _____

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

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

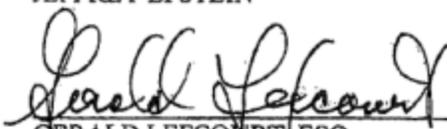
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R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

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

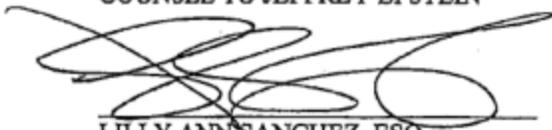
Dated: _____

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

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

99 N.E. 4 Street
Miami, FL 33132
- Telephone
- Facsimile

December 19, 2007

DELIVERY BY FACSIMILE

Lilly Ann Sanchez
Fowler White Burnett, PA
1395 Brickell Ave, 14th Floor
Miami, FL 33131

Re: Jeffrey Epstein

Dear Ms. Sanchez:

I write to follow up on the December 14th meeting between defense counsel and the Epstein prosecutors, as well as our First Assistant, the Miami FBI Special Agent in Charge and myself.

² Section 2255 provides that: "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . 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."

[REDACTED]

With this in mind, I have considered defense counsel arguments regarding the Section 2255 portions of the Agreement. As I previously observed, our intent has been to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less. From our meeting, it appears that the defense agrees that this was the intent. During the course of *negotiations that intent was reduced to writing in Paragraphs 7 and 8, which as I wrote previously,* appear far from simple to understand. I would thus propose that we solve our disagreements over interpretations by saying precisely what we mean, in a simple fashion. I would replace Paragraphs 7 and 8 with the following language:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,



R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

[REDACTED]