

[REDACTED] (USAFLS)

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**From:** [REDACTED] (USAFLS)  
**Sent:** Monday, December 03, 2007 3:45 PM  
**To:** [REDACTED] (USAFLS)  
**Cc:** [REDACTED] (USAFLS)  
**Subject:** Relevant Drafts of the Agreement

**Importance:** High

Hi [REDACTED] – Here are the first set of agreements that we proposed. They were drafted on September 6<sup>th</sup>. The plea agreement (where he pleads to a federal charge) contains nothing about section 2255. The Non-Prosecution Agreement contains the following:

4. Epstein agrees that, if any of the victims identified in the federal investigation file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the U.S. District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein will not contest that the identified victims are persons who, while minors, were victims of violations of Title 18, United States Code, Sections(s) 2422 and/or 2423.
5. The United States shall provide Epstein's attorneys with a list of the identified victims, which will not exceed forty, after Epstein has signed this agreement and entered his guilty plea. The United States shall make a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for the identified victims and Epstein's counsel may contact the identified victims through that counsel.

At the beginning, Epstein was most interested in pleading to a federal charge, so we spent a lot of time on the federal plea agreement. This identical language was incorporated into the proposed federal plea agreement. I have 11 drafts of the plea agreement on my computer, they all have the identical language on this point.

Around mid-September, we went back to the Non-Prosecution Agreement.

On September 16<sup>th</sup>, Jay proposed the following language:

Epstein agrees to fund a Trust set up in concert with the Government and under the supervision of the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County. Epstein agrees that a Trustee will be appointed by the Circuit Court and that funds from the Trust will be available to be disbursed at the Trustee's discretion to an agreed list of persons who seek reimbursement and make a good faith showing to the Trustee that they suffered injury as a result of the conduct of Epstein. Epstein waives his right to contest liability or damages up to an amount agreed to by the parties for any settlements entered into by the Trustee. Epstein's waiver is not to be construed as an admission of civil or criminal liability in regards to any of those who seek compensation from the Trust.

I sent an e-mail to Jay on September 18<sup>th</sup>, with the following response:

Re your paragraph 8: As I mentioned over the telephone, I cannot bind the girls to the Trust Agreement, and I don't think it is appropriate that a state court would administer a trust that seeks to pay for federal civil claims. We both want to avoid unscrupulous attorneys and/or litigants from coming forward, and I know that your client wants to keep these matters outside of public court filings, but I just don't have the power to do what you ask. Here is my recommendation. During the period between Mr. Epstein's plea and sentencing, I make a motion for appointment of the Guardian Ad

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Litem. The three of us sit down and discuss things, and I will facilitate as much as I can getting the girls' approval of this procedure because, as I mentioned, I think it is probably in their best interests. In terms of plea agreement language, let me suggest the following:

The United States agrees to make a motion seeking the appointment of a Guardian ad Litem to represent the identified victims. Following the appointment of such Guardian, the parties agree to work together in good faith to develop a Trust Agreement, subject to the Court's approval, that would provide for any damages owed to the identified victims pursuant to 18 U.S.C. Section 2255. Then include the last two sentences of your paragraph 8.

NOTICE that I offered to try to put together a Trust Agreement.

On September 18<sup>th</sup>, Jay sent a proposed agreement that made no mention at all of payments to the victims.

Jay sent the following redline on September 21<sup>st</sup>:



Non Prosecution  
Agreement Star...

On September 23<sup>rd</sup>, he sent me a "redline" of my most recent version, with the following changes:



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On September 23<sup>rd</sup>, at around 8:00 p.m., the language was:

6. 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 will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. 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.

At the end of the day on September 24<sup>th</sup>, at [REDACTED] request, there were several significant changes. Here is the new language:

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.

This was the final language.

Please let me know if you need other information. Thank you.

[REDACTED]  
Assistant U.S. Attorney  
500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

Phone [REDACTED]

Fax 561 820-8777

Tracking:

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[REDACTED] (USAFLS)

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**From:** [REDACTED] (USAFLS)  
**Sent:** Monday, December 03, 2007 1:32 PM  
**To:** [REDACTED] (USAFLS)  
**Cc:** [REDACTED] (USAFLS); Campos, Cyndee (USAFLS)  
**Subject:** RE: Draft Response to Ken Starr Letter

Hi [REDACTED] – Sorry about that. Also, Cyndee, I am attaching the draft victim notification letter, which is supposed to be attached to Jeff's letter to Jay. I am back from Fort Pierce, so you can get me at my desk if you need me.

Thanks.



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*A. Marie Villafaña*  
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500 S. Australian Ave, Suite 400  
West Palm Beach, FL 33401  
Phone 561 209-1047  
Fax 561 820-8777

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**From:** [REDACTED] (USAFLS)  
**Sent:** Monday, December 03, 2007 11:25 AM  
**To:** [REDACTED] (USAFLS)  
**Subject:** RE: Draft Response to Ken Starr Letter

Marie – Do you have the term sheet referenced in your letter? Can you pls email or fax me a copy.

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**From:** [REDACTED] (USAFLS)  
**Sent:** Thursday, November 29, 2007 6:37 PM  
**To:** [REDACTED] (USAFLS); [REDACTED] (USAFLS); Lourie, Andrew (USAFLS)  
**Cc:** Atkinson, Karen (USAFLS); Garcia, Rolando (USAFLS); Oosterbaan, Andrew  
**Subject:** Draft Response to Ken Starr Letter

Hi all – Here is a draft response from [REDACTED] I am going to do a separate letter tomorrow from Jeff addressing the more specific issues. I will send it out as soon as it is done tomorrow morning. Please let me know if you have any comments or corrections, or if I have forgotten anything. I saved it in Word Perfect and pdf.

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Thank you.

<< File: 071129 Acosta Letter to Starr.pdf >> << File: 071129 Acosta Letter to Starr.wpd >>

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[REDACTED] (USAFLS)

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