

U.S. Department of Justice
United States Attorney
Southern District of Florida

99 N.E. 4th Street

Miami, FL 33132-2111

Facsimile: [REDACTED]
November 14, 2007

DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4675

Re: Jeffrey Epstein

Dear Jay:

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

Most importantly, I want to reiterate that a guilty plea and sentencing more than two months beyond the original deadline is unacceptable to the Office. Contrary to your assertion, the Non-Prosecution Agreement does *not* contemplate a staggered plea and sentencing (that was contemplated only in a federal plea, where the federal rules provide for such staggering). Instead, the Agreement contemplates a combined plea and sentencing followed by a later surrender date for Mr. Epstein to begin serving his jail sentence. As you will recall, the plea and sentencing hearing originally was to occur in early October 2007, but was delayed until October 26th to allow Mr. Goldberger to attend. It was delayed again until November to allow you to attend. You have provided no showing of how you and your client have used your best efforts to insure that the plea and sentencing occur in November. A prompt hearing would end speculation by the press and others about Mr. Epstein's intentions and, more importantly, would show the U.S. Attorney's Office and the FBI that Mr. Epstein intends to comply with all of the terms of the Non-Prosecution Agreement. Accordingly, I again advise you that the Office requires Mr. Epstein to make his best efforts to enter his guilty plea and to be sentenced forthwith. Please advise me of the new date and time so that someone from our Office can be present.

Your letter asserts that Mr. Epstein and the State Attorney's Office have reached an agreement as to the terms of Mr. Epstein's plea and sentencing, but no such agreements have yet been provided to us. As you know, the Non-Prosecution Agreement requires Mr. Epstein to provide copies of all proposed agreements prior to entering into any agreement – not just prior to signing an agreement. Please immediately provide us with the terms of any agreements that have been negotiated with the State Attorney's Office on Mr. Epstein's behalf, whether or not they have yet been reduced to writing, so that we have adequate time to review them prior to the change of plea and sentencing to determine that Mr. Epstein is complying with the terms of the Non-Prosecution Agreement.

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

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

officers and told that there would be a civil settlement. Third, the Non-Prosecution Agreement did not anticipate such a lengthy delay in the selection of an attorney representative, and the victims would have been "represented parties" without such delay; thus, the use of the phrase "may contact" meant "has permission to contact." Hopefully, that issue will soon be moot. I anticipate that Judge Davis will announce the selection of a lawyer/firm in the near future. Upon the lawyer/firm's formal acceptance, I will contact the lawyer/firm and request that he/she contact you after conferring with the victims. In the meantime, please treat all of the victims as represented parties who must be contacted only through their counsel.

Your concerns regarding the § 2255 litigation are unfounded. As you know, Mr. Ocariz had been told that he would be the attorney representative for the victims. As a matter of professional courtesy, he was informed that the Office decided to use a Special Master in the selection of the attorney representative. His decision to contact Judge Davis to express his interest in continuing to work on the case was no more "lobbying" than contacts made by your colleagues to Judge Davis to persuade him to select your choice of an attorney and to persuade him that the non-prosecution agreement's terms did not contemplate litigation. You state that you are concerned that the Office has continued to insist that a primary criteria for the appointment of counsel is the ability to handle litigation against Mr. Epstein, yet your continued reference to challenging the "veracity" of the victims' claims, your contacting of victims whom you knew were soon to be represented, your attempts to muzzle the Office's and the FBI's abilities to comply with victim notification rules, and your client's consistent attacks upon the victims in the press all confirm the need for appointed counsel to be prepared for such litigation.

Lastly, the statement at the end of your letter that you "reserve [the] right to object to certain aspects of the §2255 provisions of the Agreement" needs explanation. The provisions regarding §2255 appeared in the first statement of terms and every draft of the Non-Prosecution Agreement. By signing the Agreement, your client gave up the right to "object" to its provisions. Mr. Epstein entered into a binding contract, and the breach of any of its terms is a breach of the entire Agreement, as summarized at the top of page 6 of the Agreement. Please clarify your position on this point.

Please provide me with the terms of the agreement(s) with the State Attorney's Office and the new date for the change of plea and sentencing by Friday, November 16, 2007.

Sincerely,
R. Alexander Acosta
United States Attorney

By:

Jeffrey Sloman
First Assistant United States Attorney

cc: R. Alexander Acosta, U.S. Attorney
AUSA [REDACTED]