

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

500 S. Australian Ave, Ste 400

West Palm Beach, FL 33401
[REDACTED]

Facsimile: [REDACTED]
June 12, 2009

DELIVERY BY ELECTRONIC MAIL

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 to confirm our conversation of this afternoon. As I mentioned, the U.S. Attorney's Office is not a party to any of the civil litigation between Mr. Epstein pending in the U.S. District Court or any state court and takes no position regarding those lawsuits. The U.S. Attorney's Office is not advising or requiring that Mr. Epstein take any action regarding those lawsuits, rather, Mr. Epstein should proceed as he sees fit. The U.S. Attorney's Office will continue to exercise its independent judgment and proceed in accordance with its rights under the Non-Prosecution Agreement. My statements during our conversation and during the court proceeding contained no promises and did not alter or modify the Non-Prosecution Agreement.

I would like to address what appears to be a continuing pattern in this matter. There have been several instances of breaches of the letter and spirit of the Non-Prosecution Agreement by Mr. Epstein. As soon as Notice is provided by the United States, we are told that Mr. Epstein "was relying on his lawyers" and had not intended to willfully breach the Agreement. Mr. Epstein then undertakes a perfunctory "cure" and continues to enjoy the benefit of his bargain until he decides to breach yet again.

Notifications of breach have been provided on several occasions in the past. From the start, Mr. Epstein did not use his "best efforts" to enter his guilty plea and be sentenced within the time frame set by the Agreement. After several baseless appeals were made throughout the Department of Justice resulting in a nine-month delay, the U.S. Attorney's Office had to remind Mr. Epstein of his obligation to provide a copy of the plea agreement with the State Attorney's Office prior to his entering into that agreement. Despite numerous requests, the proposed state plea agreement and notice of the state change of plea were not provided until I sent a notice of breach at 3:15 p.m. the last business day before the plea. Thereafter, I received a copy of the proposed state agreement, which contained language that directly contradicted the Non-Prosecution Agreement. Another notice of breach had to be prepared and sent to bring the state plea agreement into compliance.

After Mr. Epstein entered his guilty plea and was sentenced, another set of problems arose. Mr. Epstein's counsel obstructed our ability to abide by our obligations to notify the victims of the outcome of the federal investigation and refused to fulfill promptly Mr. Epstein's obligation to secure the services of an attorney representative for the victims. At the same time, Messrs. Goldberger and Tein approved the dissemination of a victim notification letter that you and Mr. Epstein contended contained incorrect information. Mr. Epstein's counsel then informed the Court that a motion to quash subpoenas was still pending, despite the Non-Prosecution

Agreement's requirement that Mr. Epstein withdraw that motion. Extensive correspondence and telephone conferences were required to resolve these breaches.

In November, more issues arose when we learned – not from Mr. Epstein or his attorneys – that Mr. Epstein had applied for and was admitted to the Palm Beach County Sheriff's Office's work release program. This was done without any notification to our Office, leaving the Office in jeopardy of being accused again of violating our victim notification obligations. It also directly contradicted correspondence and discussions between Ms. Atkinson, Mr. Goldberger, Mr. Black, and myself that Mr. Epstein would remain in jail "twenty-four hours a day." Our investigation of Mr. Epstein's application for the work release program further demonstrated that Mr. Epstein made several false statements in his application and made threatening statements to the Palm Beach Sheriff's Office about legal repercussions if he was not admitted to the program.

I also discovered – again, not from Mr. Epstein or his attorneys – that Judge McSorley had modified Mr. Epstein's judgment *nunc pro tunc* to an "Order of Community Control I," which directly contradicted the terms of the Non-Prosecution Agreement. This required yet another Notice of Breach and another claim that there was no "intended breach" followed by a meaningless "cure."

During our conversation today, and during the hearing before Judge Marra, I heard again that Mr. Epstein had no intent to breach the Non-Prosecution Agreement but was merely relying on his attorneys. In light of the fact that Mr. Epstein is highly intelligent and experienced with the law, and is reportedly spending more than twelve hours a day at his attorney's office, working on nothing but the litigation pending against him, this excuse will not be accepted. Furthermore, while Mr. Epstein has continued to receive the benefit of his bargain by not facing federal prosecution, our Office has not received the benefits of finality, savings of resources, or the punishment and victim restitution terms envisioned by the Non-Prosecution Agreement.

As I mentioned in our telephone call, I have asked Mr. Josefsberg to provide me with the correspondence that he referenced during the hearing before Judge Marra. That will be reviewed to determine if there has been yet another breach by Mr. Epstein. As I stated, and as mentioned in the Notice Letter served upon Mr. Goldberger, notice of any breaches that we discover will be provided as required by the Non-Prosecution Agreement. Our Office also will review the new pleading in the *Jane Doe 101* matter that you mentioned, prior to deciding what, if any, remedies we will pursue for Mr. Epstein's breach. However, I note that, while the U.S. Attorney's Office is required to provide notice of any breach, there is no requirement that Mr. Epstein be allowed the opportunity to cure any breach. The pattern of behavior described above will be factored into the Office's decision on what remedies it will pursue in connection with this most recent breach and any future violations.

Sincerely,
Jeffrey H. Sloman
Acting United States Attorney

By:


Assistant United States Attorney

cc:  Chief, Northern Division