

11/24/08 Letter to Black HC breach



U.S. Department of Justice

*United States Attorney  
Southern District of Florida*

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*500 S. Australian Ave, Ste 400  
West Palm Beach, FL 33401  
(561) 820-8711  
Facsimile: (561) 820-8777*

November 24, 2008

DELIVERY BY ELECTRONIC MAIL

Roy Black, Esq.  
Black Srebnick Kornspan & Stumpf P.A.  
201 S. Biscayne Blvd, Suite 1300  
Miami, FL 33131

Re: Jeffrey Epstein

Dear Roy:

On Thursday I learned that Mr. Epstein applied for and was admitted to the Palm Beach County Sheriff's Office's work release program and that he has been on work release for the past few weeks. For the following reasons, the Office believes that Mr. Epstein's application to and participation in the work release program is a material breach of the Non-Prosecution Agreement. Accordingly, the United States demands that Mr. Epstein withdraw his application to participate in the program and complete his eighteen-month term of imprisonment in accordance with the Non-Prosecution Agreement.

The Non-Prosecution Agreement provides that 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 probation or community control in lieu of imprisonment." I have more than a dozen e-mails between myself and Jay Lefkowitz discussing the U.S. Attorney's insistence on eighteen months of incarceration. You will recall that at one meeting you and Ms. Sanchez raised the idea of Mr. Epstein hiring Sheriff's Deputies to guard him as equivalent to imprisonment. Mr. Acosta specifically rejected that suggestion: It is our understanding from the Sheriff's Office that Mr. Epstein is paying off-duty Sheriff's Deputies to guard him while he "works" at Mr.

EFTA00192626

Goldberger's office building each day.

As you remember, shortly before Mr. Epstein's change of plea, Mr. Goldberger sent me a copy of the proposed plea agreement with the state. On June 27, 2008, I sent a letter containing the following language to you and Mr. Goldberger:

**The U.S. Attorney's Office hereby provides Notice that the proposed sentencing provision does not comply with the terms of the Non-Prosecution Agreement.**

The second sentencing paragraph of the proposed plea agreement reads:

On 08CF009381AMB, the Defendant is sentenced to 18 months Community Control 1 (one). As a special condition of this Community Control, the Defendant must serve the first 6 months in the Palm Beach County Detention Facility . . .

The Non-Prosecution Agreement specifically provides:

Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, . . . without probation or community control in lieu of imprisonment.

Thus, the proposed plea agreement with the State Attorney's Office does not comply with the terms of the Non-Prosecution Agreement. To comply with the Agreement, Mr. Epstein must make a binding recommendation of eighteen months imprisonment, which means confinement twenty-four hours a day at the County Jail, and the judge must accept that recommendation. Community control must follow that term of incarceration.

(Emphasis in original.)

As I specified in that letter, the Non-Prosecution Agreement calls for "confinement twenty-four hours a day." In response to that letter, Mr. Goldberger agreed that he would revise the state plea agreement to include the word "imprisonment" to make clear that Mr. Epstein would be incarcerated for the full eighteen months and would change the language of the state agreement to match the language of the federal agreement. Mr. Goldberger and I also discussed the situation and he made clear that Mr. Epstein would not be asking for or receiving work release and would remain in jail "around the clock."

In early August, Karen Atkinson and I raised the same issue with you when we heard

that Mr. Epstein was considering applying for work release. On August 6, 2008, Ms. Atkinson and I had a conference call with you wherein you again stated that Mr. Epstein would not apply for or receive work release and would spend his eighteen months incarcerated twenty-four hours a day at the Palm Beach County Stockade.

In preparation for this letter, I obtained a certified copy of Mr. Epstein's state court file. On June 30, 2008, on the procurement of minors charge, Judge Pucillo entered the following sentence:

The defendant is hereby committed to the custody of the Sheriff of Palm Beach County, Florida for a term of 6 mos. It is further ordered that the Defendant shall be allowed a total of 1 days [*sic*] as credit for time incarcerated prior to imposition of this sentence. It is further ordered that the composite term of all sentences imposed for the counts specified in the order shall run consecutive to the following: Specific sentences: 2006CF9454AXX.

. . . the following provisions apply to the sentence imposed: . . . Followed by a period of 12 mos on community control 1 under the supervision of the Department of Corrections . . . .

As I learned on Friday when I received the state court file, you neglected to inform our Office that, on July 21, 2008, Judge McSorley modified the judgment *nunc pro tunc* to an "Order of Community Control I." This same language was the basis for the objection in my letter of June 26, 2008 and directly contradicts the language of the Non-Prosecution Agreement. I also note that, on the state plea agreement, Mr. Goldberger did not insert the word "imprisonment" as agreed prior to the change of plea, instead the words "jail sentence" are included.

The Office's Agreement not to prosecute Mr. Epstein was based upon its determination that eighteen months' incarceration (i.e., confinement twenty-four hours a day) was sufficient to satisfy the federal interest in Mr. Epstein's crimes. Accordingly, the U.S. Attorney's Office hereby gives notice that Mr. Epstein has violated the Non-Prosecution Agreement by failing to remain incarcerated twenty-four hours a day for the eighteen-month

ROY BLACK, ESQ.  
NOVEMBER 24, 2008  
PAGE 4 OF 4

term of imprisonment. The United States will exercise any and all rights it has under the Non-Prosecution Agreement unless Mr. Epstein immediately ceases and desists from his breach of this Agreement.

Sincerely,

R. Alexander Acosta  
United States Attorney

By:



A. Marie Villafaña  
Assistant United States Attorney

cc: Karen Atkinson, Chief, Northern Division

**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 Sarah Kellen, Adriana Ross, Lesley Groff, or Nadia Marcinkova. 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.

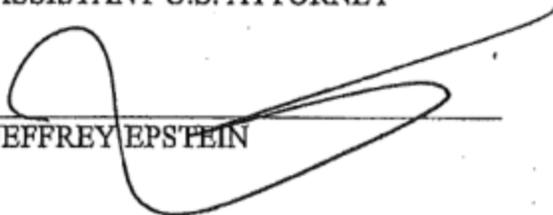
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

A. MARIE VILLAFANA  
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

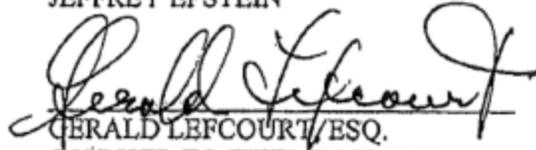
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
A. MARIE VILLAFANA  
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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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
A. MARIE VILLAFANA  
ASSISTANT U.S. ATTORNEY

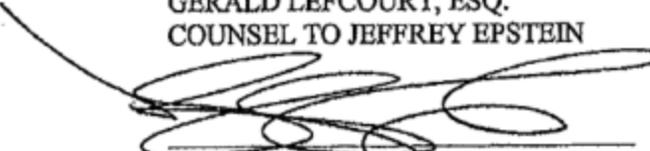
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\_\_\_\_\_  
JEFFREY EPSTEIN

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

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**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: \_\_\_\_\_  
A. MARIE VILLAFANA  
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

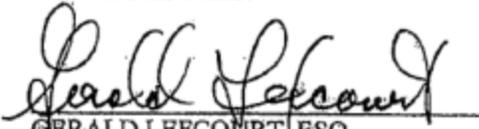
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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
A. MARIE VILLAFANA  
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

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,



R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

[REDACTED]

[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.”



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  
(305) 961-9100 - Telephone  
(305) 530-6444 - Facsimile

December 19, 2007

DELIVERY BY FACSIMILE

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

Re: Jeffrey Epstein

Dear Ms. Sanchez:

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

[REDACTED]

[REDACTED]

[REDACTED]

<sup>2</sup> 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."

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:

\_\_\_\_\_  
A. MARIE VILLAFANA  
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

**C****Effective:[See Text Amendments]**

West's Florida Statutes Annotated Currentness

Title XLVII. Criminal Procedure and Corrections (Chapters 900-999) (Refs &amp; Annos)

Chapter 951. County and Municipal Prisoners (Refs &amp; Annos)

**951.24. Extend the limits of confinement for county prisoners**

(1) Any county shall be deemed to have a work-release program upon the motion of that county's board of county commissioners which shall require the concurrence of the sheriff of the county.

(2)(a) Whenever punishment by imprisonment in the county jail is prescribed, the sentencing court, in its discretion, may at any time during the sentence consider granting the privilege to the prisoner to leave the confines of the jail or county facility during necessary and reasonable hours, subject to the rules and regulations prescribed by the court, to work at paid employment, conduct his or her own business or profession, or participate in an educational or vocational training program, while continuing as an inmate of the county facility in which he or she shall be confined except during the period of his or her authorized release.

(b) Any prisoner, at the time of sentencing or thereafter, may request the court in writing for the privilege of being placed on the work-release program. The Department of Corrections, upon the request of the court, is authorized to conduct such investigations as are necessary and to make recommendations to the court pertaining to the suitability of the plan for the prisoner and to supervise such prisoner if released under this program. Such a release may be granted by the court with the advice and consent of the sheriff and upon agreement by the prisoner. The court may withdraw the privilege at any time, with or without notice.

(c) No person convicted of sexual battery pursuant to s. 794.011 is eligible for any work-release program or any other extension of the limits of confinement under this section.

(3)(a) The wages or salary of prisoners employed under this program may be disbursed by the sheriff pursuant to court order for the following purposes in the order listed:

1. Board of the prisoner.
2. Necessary travel expense to and from work and other necessary incidental expenses of the prisoner.
3. Support of the prisoner's legal dependents.

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4. Payment, either in full or ratable, of the prisoner's obligations acknowledged by him or her in writing or which have been reduced to judgment.

5. The balance to the prisoner upon discharge from his or her sentence, or until an order of the court is entered declaring that the prisoner has left lawful confinement, declaring that the balance remaining is forfeited, and directing the sheriff to deposit the funds in the general fund of the county to be spent for general purposes.

(b) The sheriff may collect from a prisoner the wages or salary earned pursuant to this program. The sheriff shall deposit the same in a trust checking account and shall keep a ledger showing the status of the account of each prisoner. Such wages and salaries shall not be subject to garnishment in the hands of either the employer or the sheriff during the prisoner's sentence and shall be disbursed only as provided in this section.

(c) Every prisoner gainfully employed is liable for the cost of his or her board in the jail as fixed by the county. The sheriff shall charge the prisoner's account, if he or she has one, for such board. If the prisoner is gainfully self-employed he or she shall deposit with the sheriff an amount determined by the court sufficient to accomplish the provisions of subparagraphs (a)1.-5., in default of which his or her privileges under this section are automatically forfeited.

(d) The board of county commissioners of any county may, upon the recommendation of the sheriff, authorize the person in charge of a county stockade or workcamp to implement paragraphs (a), (b), and (c), when such facility is not directly under the sheriff.

(4) Any prisoner who willfully fails to remain within the extended limits of his or her confinement or to return within the time prescribed to the place of confinement shall be deemed an escapee from custody and shall be subject to punishment as prescribed by law.

(5) Exchange for the purpose of work-release of county prisoners among other counties of the state that have implemented work-release programs is hereby authorized, with the concurrence of the sheriffs of the involved counties. For the purpose of this subsection, upon exchange, the prisoner shall be deemed a prisoner of the county where confined unless or until he or she is removed from extended confinement status. Prisoners from other jurisdictions, serving lawful sentences, may also be received into a county work-release program as above provided.

(6) In carrying out the purpose of this section, any board of county commissioners may provide in its annual budget for payment to the Department of Corrections out of funds collected from those being supervised such amounts as are agreed upon by the board and department to be reasonable and necessary. County judges are hereby authorized to levy \$10 per month upon those supervised for purposes of paying for supervision under this act.

CREDIT(S)

STATE OF FLORIDA  
Plaintiff

IN THE FIFTEENTH JUDICIAL  
CIRCUIT COURT, IN AND FOR  
PALM BEACH COUNTY

-VS-

JEFFREY E. EPSTEIN  
Defendant

CASE NUMBER: 502008CF009381AXXXMB  
DIVISION: MCSORLEY "W"  
DC NUMBER: W35755  
CIRCUIT NUMBER: 15-4/JAIL SPLT

**ORDER OF COMMUNITY CONTROL I**

This cause coming before the Court to be heard, and you, the defendant, being now present before the court, and you having

- entered a plea of guilty to
- entered a plea of nolo contendere to
- been found guilty by jury verdict of
- been found guilty by the court trying the case without a jury of

Count 1: PROCURE PERSON UNDER AGE OF 18 FOR PROSTITUTION

**SECTION 1: JUDGMENT OF GUILT**

- The court hereby adjudges you to be guilty of the above offense(s).

Now, therefore, it is ordered and adjudged that the imposition of sentence is hereby withheld and that you be placed on Probation I for a period of \_\_\_\_\_ under the supervision of the Department of Corrections, subject to Florida law.

**SECTION 2: ORDER WITHHOLDING ADJUDICATION**

- Now, therefore, it is ordered and adjudged that the adjudication of guilt is hereby withheld and that you be placed on Probation for a period of \_\_\_\_\_ under the supervision of the Department of Corrections, subject to Florida law.

**SECTION 3: INCARCERATION DURING PORTION OF SUPERVISION SENTENCE**

It is hereby ordered and adjudged that you be:

- committed to the Department of Corrections or
- confined in the County Jail for a term of \_\_\_\_\_ with credit for \_\_\_\_\_ jail time. After you have served \_\_\_\_\_ of the term, you shall be placed on Probation for a period of \_\_\_\_\_ under the supervision of the Department of Corrections, subject to Florida law.
- or
- confined in the County Jail for a term of SIX (6) MONTHS AS TO COUNT 1 FOLLOWED BY TWELVE (12) MONTHS COMMUNITY CONTROL I CONSECUTIVE TO THE (12) MONTH SENTENCE IN CASE# 2008CF00945AAMB with credit for ONE (1) DAY jail time, as a special condition of supervision.

SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
CIRCUIT CRIMINAL

2008 JUL 21 PM 4:55

FILED

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

IT IS FURTHER ORDERED that you shall comply with the following standard conditions of supervision as provided by Florida law:

- (1) You will report to the probation office as directed. Not later than the fifth day of each month, unless otherwise directed, you will make a full and truthful report to your officer on the form provided for that purpose.
- (2) You will pay the State of Florida the amount of \$50.00 per month, as well as 4% surcharge, toward the cost of your supervision in accordance with s. 948.09, F.S., unless otherwise exempted in compliance with Florida Statutes.
- (3) You will remain in a specified place. You will not change your residence or employment or leave the county of your residence without first procuring the consent of your officer.
- (4) You will not possess, carry or own any firearm or weapon, unless authorized by the court.
- (5) You will live without violating the law. A conviction in a court of law shall not be necessary for such a violation to constitute a violation of your probation/community control.
- (6) You will not associate with any person engaged in any criminal activity.
- (7) You will not use intoxicants to excess or possess any drugs or narcotics unless prescribed by a physician. Nor will you visit places where intoxicants, drugs or other dangerous substances are unlawfully sold, dispensed or used.
- (8) You will work diligently at a lawful occupation, advise your employer of your probation status, and support any dependents to the best of your ability, as directed by your officer.
- (9) You will promptly and truthfully answer all inquiries directed to you by the court or the officer, and allow your officer to visit in your home, at your employment site or elsewhere, and you will comply with all instructions your officer may give you.
- (10) You will pay restitution, court costs, and/or fees in accordance with special conditions imposed or in accordance with the attached orders.
- (11) You will submit to random testing as directed by your officer or the professional staff of the treatment center where he/she is receiving treatment to determine the presence of alcohol or illegal drugs. You will be required to pay for the tests unless exempt by the court.
- (12) You will submit two biological specimens, as directed by your officer, for DNA analysis as prescribed in ss. 943.325 and 948.014, F.S.
- (13) You will report in person within 72 hours of your release from incarceration to the probation office in PALM BEACH County, Florida, unless otherwise instructed by the court or department. (This condition applies only if section 3 on the previous page is checked.) Otherwise, you must report immediately to the probation office located at 3444 SOUTH CONGRESS AVENUE, LAKE WORTH, FL 33461.

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

**SPECIAL CONDITIONS**

1. You must undergo a Drug and Alcohol evaluation and, if treatment is deemed necessary, you must successfully complete the treatment, and be responsible for the payment of any costs incurred while receiving said evaluation and treatment, unless waived by the court.  
Additional instructions ordered: \_\_\_\_\_
2. You will make restitution to the following victim(s), as directed by the court, until the obligation is paid in full:  
NAME: \_\_\_\_\_  
TOTAL AMOUNT: \$ \_\_\_\_\_  
Additional instructions ordered, including specific monthly amount, begin date, due date, or joint & several: \_\_\_\_\_
- NAME: \_\_\_\_\_  
TOTAL AMOUNT: \$ \_\_\_\_\_  
Additional instructions ordered, including specific monthly amount, begin date, due date, or joint & several: \_\_\_\_\_

**SPECIAL CONDITIONS -- CONTINUED**

3. You will enter the Department of Corrections Non-Secure Drug Treatment Program or other residential treatment program/Probation and Restitution Center for a period of successful completion as approved by your officer. You are to remain until you successfully complete said Program and Aftercare. You are to comply with all Rules and Regulations of the Program. You shall be confined in the county jail until placement in said program, and if you are confined in the jail, the Sheriff will transport you to said program.
4. You will abstain entirely from the use of alcohol and/or illegal drugs, and you will not associate with anyone who is illegally using drugs or consuming alcohol.
5. You will submit to urinalysis testing on a monthly basis to determine the presence of alcohol or illegal drugs. You will be required to pay for the tests unless exempt by the court.
6. You will not visit any establishment where the primary business is the sale and dispensing of alcoholic beverages.
7. You will successfully complete \_\_\_\_\_ hours of community service at a rate of \_\_\_\_\_, at a work site approved by your officer.  
Additional instructions ordered: \_\_\_\_\_
8. You will remain at your residence between 10 p.m. and 6 a.m. due to a curfew imposed, unless otherwise directed by the court.
9. You will submit to electronic monitoring, follow the rules of electronic monitoring, and pay \$\_\_\_\_\_ per month for the cost of the monitoring service, unless otherwise directed by the court.
10. You will not associate with \_\_\_\_\_ during the period of supervision.
11. You will have no contact (direct or indirect) with the victim or the victim's family during the period of supervision.
12. You will have no contact (direct or indirect) with \_\_\_\_\_ during the period of supervision.
13. You will maintain full time employment or attend school/vocational school full time or a combination of school/work during the term of your supervision.
14. You will make a good faith effort toward completing basic or functional literacy skills or a high school equivalency diploma.
15. You will successfully complete the Probation & Restitution Program, abiding by all rules and regulations.

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

- 16. You will attend Alcoholics Anonymous or Narcotics Anonymous meetings at least monthly, unless otherwise directed by the court.
- 17. You must successfully complete Anger Management, and be responsible for the payment of any costs incurred while receiving said treatment, unless waived. If convicted of a Domestic Violence offense, as defined in s. 741.28, F.S., you must attend and successfully complete a batterer's intervention program, unless otherwise directed by the court.  
Additional instructions ordered: \_\_\_\_\_
- 18. You will attend an HIV/AIDS Awareness Program consisting of a class of not less than two (2) hours or more than four (4) hours in length, the cost for which will be paid by you.
- 19. You shall submit your person, property, place of residence, vehicle or personal effects to a warrantless search at any time, by any probation or community control officer or any law enforcement officer.
- 20. DEFENDANT MUST REGISTER AS A SEXUAL OFFENDER WITHIN 48 HOURS OF RELEASE
- 21. AS A SPECIAL CONDITION OF HIS COMMUNITY CONTROL, THE DEFENDANT IS TO HAVE NO UNSUPERVISED CONTACT WITH MINORS, AND THE SUPERVISING ADULT MUST BE APPROVED BY THE DEPARTMENT OF CORRECTIONS
- 22. THE DEFENDANT IS DESIGNATED AS A SEXUAL OFFENDER PURSUANT TO FLORIDA STATUTE 943.05 AND MUST ABIDE BY ALL THE CORRESPONDING REQUIREMENTS OF THE STATUTE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN
- 23. DEFENDANT MUST PROVIDE A DNA SAMPLE IN COURT AT THE TIME OF THIS PLEA.
- 24. SPECIFIED CONTACT WITH THE PAROLE AND PROBATION OFFICER
- 25. CONFINEMENT TO AN AGREED-UPON RESIDENCE DURING HOURS AWAY FROM EMPLOYMENT AND PUBLIC SERVICE ACTIVITIES
- 25. MANDATORY PUBLIC SERVICE
- 26. SUPERVISION, BY THE DEPARTMENT OF CORRECTIONS BY MEANS OF AN ELECTRONIC MONITORING DEVICE OR SYSTEM
- 27. ELECTRONIC MONITORING 24 HOURS PER DAY
- 28. CONFINEMENT TO A DESIGNATED RESIDENCE DURING DESIGNATED HOURS

AND, IF PLACED ON DRUG OFFENDER PROBATION, YOU WILL COMPLY WITH THE FOLLOWING CONDITION OF SUPERVISION IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:

(14) You will participate in a specialized drug treatment program, either as an in-patient or out patient, as recommended by the treatment provider. You will attend all counseling sessions, submit to random urinalysis and, if an in-patient, you will comply with all operating rules, regulations and procedures of the treatment facility. You will pay for all costs associated with treatment and testing unless otherwise directed.  
Additional instructions ordered: \_\_\_\_\_

(15) You will remain at your residence between \_\_\_\_\_ p.m. and \_\_\_\_\_ a.m. due to a curfew imposed, unless otherwise directed by the court.

AND, IF PLACED ON COMMUNITY CONTROL, YOU WILL COMPLY WITH THE FOLLOWING CONDITIONS, IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

- (14) You will report to your officer as directed, at least one time a week, unless you have written consent otherwise.
- (15) You will remain confined to your approved residence except for one half hour before and after your approved employment, public service work, or any other special activities approved by your officer.
- (16) You will maintain an hourly accounting of all your activities on a daily log, which you will submit to your officer on request.
- (17) You will successfully complete \_\_\_\_\_ hours of community service at a rate of \_\_\_\_\_, at a work site approved by your officer.  
Additional instructions ordered: \_\_\_\_\_
- (18) You will submit to electronic monitoring, follow the rules of electronic monitoring, and pay \$ \_\_\_\_\_ per month for the cost of the monitoring service, unless otherwise directed by the court.

**AND, IF PLACED ON PROBATION OR COMMUNITY CONTROL FOR A SEX OFFENSE PROVIDED IN CHAPTER 794, s. 800.04, s. 827.071, or s. 847.0145, COMMITTED ON OR AFTER OCTOBER 1, 1995 YOU WILL COMPLY WITH THE FOLLOWING STANDARD SEX OFFENDER CONDITIONS, IN ADDITION TO THE STANDARD CONDITIONS LISTED ABOVE AND ANY OTHER SPECIAL CONDITIONS ORDERED BY THE COURT:**

- (14) A mandatory curfew from 10 p.m. to 6 a.m. The court may designate another 8-hour period if the offender's employment precludes the above specified time, and the alternative is recommended by the Department of Corrections. If the court determines that imposing a curfew would endanger the victim, the court may consider alternative sanctions.
- (15) If the victim was under the age of 18, a prohibition on living within 1,000 feet of a school, day care center, park, playground, or other place where children regularly congregate, as prescribed by the court. The 1,000-foot distance shall be measured in a straight line from the offender's place of residence to the nearest boundary line of the school, day care center, park, playground, or other place where children congregate. The distance may not be measured by a pedestrian route or automobile route.
- (16) Active participation in and successful completion of a sex offender treatment program with qualified practitioners specifically trained to treat sex offenders, at the offender's own expense. If a qualified practitioner is not available within a 50-mile radius of the offender's residence, the offender shall participate in other appropriate therapy.
- (17) A prohibition on any contact with the victim, directly or indirectly, including through a third person, unless approved by the victim, the offender's therapist, and the sentencing court.
- (18) If the victim was under the age of 18, a prohibition on contact with a child under the age of 18 except as provided in this paragraph. The court may approve supervised contact with a child under the age of 18 if the approval is based upon a recommendation for contact issued by a qualified practitioner who is basing the recommendation on a risk assessment. Further, the sex offender must be currently enrolled in or have successfully completed a sex offender therapy program. The court may not grant supervised contact with a child if the contact is not recommended by a qualified practitioner and may deny supervised contact with a child at any time.
- (19) If the victim was under age 18, a prohibition on working for pay or as a volunteer at any place where children regularly congregate, including, but not limited to any school, day care center, park, playground, pet store, library, zoo, theme park, or mall.
- (20) Unless otherwise indicated in the treatment plan provided by the sexual offender treatment program, a prohibition on viewing, accessing, owning, or possessing any obscene, pornographic, or sexually stimulating visual or auditory material, including telephone, electronic media, computer programs, or computer services that are relevant to the offender's deviant behavior pattern.
- (21) A requirement that the offender submit two specimens of blood or other approved biological specimens to the Florida Department of Law Enforcement to be registered with the DNA data bank.
- (22) A requirement that the offender make restitution to the victim, as ordered by the court under s. 775.089, for all necessary medical and related professional services relating to physical, psychiatric, and psychological care.
- (23) Submission to a warrantless search by the community control or probation officer of the offender's person, residence, or vehicle.

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

**EFFECTIVE FOR PROBATIONER OR COMMUNITY CONTROLLEE WHOSE CRIME WAS COMMITTED ON OR AFTER OCTOBER 1, 1997, AND WHO IS PLACED ON COMMUNITY CONTROL OR SEX OFFENDER PROBATION FOR A VIOLATION OF CHAPTER 794, s. 800.04, s. 827.071, or s. 847.0145, IN ADDITION TO ANY OTHER PROVISION OF THIS SECTION, YOU MUST COMPLY WITH THE FOLLOWING CONDITIONS OF SUPERVISION:**

- (24) As part of a treatment program, participation at least annually in polygraph examinations to obtain information necessary for risk management and treatment and to reduce the sex offender's denial mechanisms. A polygraph examination must be conducted by a polygrapher trained specifically in the use of the polygraph for the monitoring of sex offenders, where available, and shall be paid by the sex offender.
- (25) Maintenance of a driving log and a prohibition against driving a motor vehicle alone without the prior approval of the supervising officer.
- (26) A prohibition against obtaining or using a post office box without the prior approval of the supervising officer.
- (27) If there was sexual contact, a submission to, at the offender's expense, an HIV test with the results to be released to the victim and/or the victim's parent or guardian.
- (28) Electronic monitoring when deemed necessary by the probation officer and supervisor, and ordered by the court at the recommendation of the Department of Corrections.
- (29) Effective for an offender whose crime was committed on or after July 1, 2005, and who are placed on supervision for violation of chapter 794, s. 800.04, s. 827.071, or s. 847.0145, a prohibition on accessing the Internet or other computer services until the offender's sex offender treatment program, after a risk assessment is completed, approves and implements a safety plan for the offender's accessing or using the Internet or other computer services.
- (30) Effective for offenders whose crime was committed on or after September 1, 2005, there is hereby imposed, in addition to any other provision in this section, mandatory electronic monitoring as a condition of supervision for those who:
- Are placed on supervision for a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older; or
  - Are designated as a sexual predator pursuant to s. 775.21; or
  - Has previously been convicted of a violation of chapter 794, s. 800.04(4), (5), or (6), s. 827.071, or s. 847.0145 and the unlawful sexual activity involved a victim 15 years of age or younger and the offender is 18 years of age or older.

You are hereby placed on notice that should you violate your probation or community control, and the conditions set forth in s. 948.063(1) or (2) are satisfied, whether your probation or community control is revoked or not revoked, you shall be placed on electronic monitoring in accordance with F.S. 948.063.

**YOU ARE HEREBY PLACED ON NOTICE** that the court may at any time rescind or modify any of the conditions of your probation, or may extend the period of probation as authorized by law, or may discharge you from further supervision. If you violate any of the conditions of your probation, you may be arrested and the court may revoke your probation, adjudicate you guilty if adjudication of guilt was withheld, and impose any sentence that it might have imposed before placing you on probation or require you to serve the balance of the sentence.

JEFFREY EPSTEIN  
CASE#502008CP009381AXXXMB

IT IS FURTHER ORDERED that when you have been instructed as to the conditions of probation, you shall be released from custody if you are in custody, and if you are at liberty on bond, the sureties thereon shall stand discharged from liability. (This paragraph applies only if section 1 or section 2 is checked.)

IT IS FURTHER ORDERED that the clerk of this court file this order in the clerk's office and provide certified copies of same to the officer for use in compliance with the requirements of law.

DONE AND ORDERED, on

*July 18, 2008*

NUNC PRO TUNC 06-30-2008

*Sandra K. McSorley*  
Sandra K. McSorley, Circuit Judge

I acknowledge receipt of a copy of this order and that the conditions have been explained to me and I agree to abide by them.

Date: \_\_\_\_\_

Defendant \_\_\_\_\_

Instructed by: \_\_\_\_\_  
Supervising Officer

ep/07-02-08

JEFFREY EPSTEIN  
CASE#502008CF009381AXXXMB

COURT ORDERED PAYMENTS

CHECK ALL THAT ARE ORDERED:

FINES

- \$ \_\_\_\_\_ Total of fines assessed in sentence, pursuant to s. 775.083 (1)(a) through (g) or Chapter 316, F.S.
- \$ \_\_\_\_\_ Statutorily mandated 5% surcharge/coast if fine assessed (on first line) pursuant to s. 938.04, F.S.
- \$ 20.00 Crime Stoppers Trust Fund pursuant to s. 938.06(1), F.S. Statutorily mandated if a fine is imposed

MANDATORY COSTS IN ALL CASES

- \$200.00 Additional court cost for felony offense, pursuant to s. 938.05(1)(a), F.S.
- \$ 50.00 Additional court cost for misdemeanor or criminal traffic offense, pursuant to s. 938.05(1)(b) or (c), F.S.
- \$ 50.00 Crimes Compensation Trust Fund pursuant to s. 938.03(1), F.S.
- \$ 50.00 County Crime Prevention Fund pursuant to s. 775.083(2), F.S.
- \$ 3.00 Additional Court Costs Clearing Trust Fund pursuant to s. 938.01(1), F.S.
- \$ 2.00 Per month for each month of supervision for Training Trust Fund Surcharge, pursuant to s. 948.09, F.S.

MANDATORY COSTS IN SPECIFIC TYPES OF CASES

- \$161.00 Rape Crisis Program Trust Fund, pursuant to s. 938.085, F.S. for any violations of ss. 784.011, 784.021, 784.03, 784.041, 784.045, 784.048, 784.07, 784.08, 784.081, 784.082, 784.083, 784.085, or 794.011, F.S.
- \$201.00 Domestic Violence Trust Fund, pursuant to s. 938.08, F.S. for any violations of ss. 784.011, 784.021, 784.03, 784.041, 784.045, 784.048, 784.07, 784.08, 784.081, 784.082, 784.083, 784.085, 794.011, or any offense of Domestic Violence described in s. 741.28, F.S.
- \$101.00 Certain Crimes Against Minors, pursuant to s. 938.10(1), F.S. for any violations of s. 784.085, chapter 787, chapter 794, s. 796.03, s. 800.04, chapter 827, s. 847.0145, or s. 985.701, F.S.
- \$135.00 DUI Court Costs, pursuant to s. 938.07, F.S. for any violations of ss. 316.193 or 327.35, F.S.
- \$ 3.00 State Agency Law Enforcement Radio System Trust Fund, pursuant to s. 318.18(17), F.S. for any violations of offenses listed in s. 318.17 including ss. 316.1935, 316.027, 316.061, 877.111, chapter 893, ss. 316.193, 316.192, 316.067, 316.072(3), 316.545(1), or any other offense in chapter 316 which is classified as a criminal violation.

MANDATORY COURT COSTS AUTHORIZED BY LOCAL GOVERNMENTAL ENTITIES

- \$ 2.00 Criminal Justice Education by Municipalities and Counties, pursuant to s. 938.15, F.S.
- \$65.00 Additional court costs for local requirements and other county funded programs pursuant to s. 939.185(1)(a), F.S.
- \$ 3.00 Test Court pursuant to s. 938.19(2), F.S.

DISCRETIONARY

- \$ 1.00 Per month during the term of supervision to the following nonprofit organization established for the sole purpose of supplementing the rehabilitative efforts of the Department of Corrections, pursuant to s. 948.039(2), F.S.: \_\_\_\_\_
- \$ 40.00 Public Defender Application Fee, if not previously collected or waived, pursuant to s. 27.52 and s. 938.29, F.S.
- \$ \_\_\_\_\_ Public Defender Fees and Costs, pursuant to s. 938.29, F.S. as determined locally.
- \$50.00 Prosecution/Investigative Costs, pursuant to s. 938.27, F.S.

- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

DISCRETIONARY COSTS FOR SPECIFIC TYPES OF CASES

- \$50.00 County Alcohol and Other Drug Abuse Trust Fund, pursuant to s. 938.21 and s. 938.23, F.S. for violations of s. 316.193, s. 856.011, s. 856.013, or chapter 562, chapter 567, or chapter 568, F.S.
- \$100.00 Operating Trust Fund of the FDLE, pursuant to s. 938.25, F.S. for violations of s. 893.13 offenses

\* TOTAL \$ 473.00

PAYMENT IS TO BE MADE THROUGH AND PAYABLE TO:  Department of Corrections or  Clerk of Court

(If collected by the Department of Corrections, a surcharge of 4% will be added to all payments ordered by the court, pursuant to s. 945.31, F.S.)

- Court Costs/Fines Waived
- Court Costs/Fines in the amount of \_\_\_\_\_ converted to \_\_\_\_\_ community service hours
- Court Costs/Fines in the amount of \_\_\_\_\_ reduced to civil judgment.

SPECIFIC INSTRUCTIONS FOR PAYMENT: \_\_\_\_\_

CASE NO

582006CFO09254&XXX

ST OF FL VS.

JEFFREY E. EPSTEIN

241

FELONY OFFER TO COMMIT PROSTITUTION

ARREST # 2006036744 BOND# 00073148 TYPE/CL 3.000.00

Date 3/10/08 6/2006 Judge P. C. Judge Cr. Rep. C. DeWitt  
ASA A. Belandhwar DC PD  
Def - Pres / Not Pres. W / W/O Def. Co. Goldberg  
Before the Court for: SEANIE BISSIA HAYUSCHAD  
Int Esq / PD - Pres / Not Pres.

Granted  Denied  With/Without Prejudice  Withdrawn  Court Reserves Ruling  Written Order to Follow

Warrant  Ordered  Recalled  Bond Set at  See Below  Also Covers  Sp Gond  
Bond Forf  OR: Disch/Revoked/Reinstated  Bond: Disch/Revoked  SOR: Disch/Revoked/Reinstated  
Bond Forf Vacated  Previous Bond Reinstated, if Bondsman agrees  State failed to file charges  Released O.R. / S.O.R.

Def  Indigent  PD Appt  Hrg only  PD Pres  Court Appts  
Evaluation for:  Drug Farm  DOC Non-Secure Bed by  w/input from DJJ/ Staffing  
 Pre-Plea  PSI ordered by/within \_\_\_\_\_ days  
 Referred to: PTI / SAAP/ PADD  Case placed on the absentee docket

DEFT ENTERED A PLEA OF:  NOT GUILTY  GUILTY  NO CONTEST  BEST INTEREST  TO THE COURT  
As Charged - Cts ONLY Lesser Cts Lesser Charge  
 Sw & Test  Adv of Rts  Waived PSI Lesser Cts Lesser Charge

ADJ GUILTY as Charged as to Cts ONLY Lesser Cts  
FOUND GUILTY as Charged as to Cts Lesser Cts  
ADJ W/HELD as to Cts  SENT W/HELD as to Cts  
FOUND AND ADJUDICATED DELINQUENT as to Cts  Dismiss  Nolle Prose Cts  
FOUND & ADJ NOT GUILTY as to Cts  Dismiss  Nolle Prose Cts

Prob / Coinrn Control:  Revoked  Reinstated  Modified  Term. Successfully / Unsuccessfully  
 Stip/Found: (violent) Habitual Off. 775.084  Stip/Found: Sexual Offender / Sexual Predator  Stip/Found: P.R.R.  
SENTENCE: PBCJ 2 MOS Cts: / DOC Cts:  
PBCJ: Cts: / DOC Cts:

W/Credit for 1 Days / Mes. / Yrs.  Deft Remanded  Deft to remain on same status pending sent  
Conc / Consec / Co-Term w/cases / cts:  
 Execution of Sentence Stayed  Sentence Suspended  Time served as to Cts  
 Youthful Off  Habitual Off.  Min / Mand: as to Cts  
ABOVE SENTENCE TO BE FOLLOWED BY:  Probation  Drug / Sex Off Prob  Comm. Control  I  II - See Pg. 2  
DRIVERS LICENSE TO BE SUSPENDED / REVOKED FOR \_\_\_\_\_ YEARS AS A RESULT OF THIS PLEA

DVA SWAB

Set / Remains Set / Reset Div Rm at AM/PM  
Set / Remains Set / Reset Div Rm at AM/PM

Deft sign \_\_\_\_\_  
Def Co \_\_\_\_\_ ASA \_\_\_\_\_ Bondsman \_\_\_\_\_  
Prob  Jail  DJJ  GAL Notified by mail by: \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 County Courthouse  Courtroom, Criminal Justice Bldg.  Courtroom, Criminal Justice Complex  
205 N. Dixie, West Palm Beach 38844 State Road 80, Belle Glade 3228 Gun Club Rd, West Palm Beach

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARY JAFFE, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT, PALM BEACH COUNTY COURTHOUSE, 205 N. DIXIE HWY, RM 5250, WEST PALM BEACH, FL 33401; TELEPHONE (561) 955-4380, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.

Case No. 2008CF009361AXX # ST of FL vs JEFFREY EPSTEIN

Charges: PROCURE PERSON UNDER AGE OF 18 FOR PROSTITUTION

ARISES FROM 2006CF009454AXX

Arrest# \_\_\_\_\_ Bond# \_\_\_\_\_ Type \_\_\_\_\_ S \_\_\_\_\_ A/C \_\_\_\_\_

Date 1/30/08 Judge Pharis Cr. Rep. PHARP

ASA F. Balogh DC 200 Int \_\_\_\_\_

Def: Pres/Not Pres. W/W/O Def. Co. 10000000 Esq. RD Pres/Not Pres. \_\_\_\_\_

Before the Court for: STATUS CHECK

Granted  Denied  With/Without Prejudice  Withdrawn  Court Reserves Ruling  Written Order to Follow

Warrant  Ordered  Recalled  Bond Set at \$ \_\_\_\_\_  See Below  Also Covers  Sp Cond

Bond Forf.  OR Disch/Revoked/Reinstated  Bond Disch/Revoked  SOR Disch/Revoked/Reinstated

Bond Forf. Vacated  Previous Bond Reinstated, if Bondsman agrees  State failed to file charges  Released OR / S.O.R.

Deft Indigent  RD Appt.  Hrg only  PD Pres  Court Appts

Evaluation for:  Drug/Barm  DOC Non-Secure Bed by \_\_\_\_\_

Pre-Plea  PSI ordered by/within \_\_\_\_\_ days  w/input from DJJ/Staffing

Referred to: PTL / SAAP / PADD  Case placed on the absentee docket

DEFT ENTERED A PLEA OF:  NOT GUILTY  GUILTY  NO CONTEST  BEST INTEREST  TO THE COURT

Charged Cts: 0.00 Lesser Cts \_\_\_\_\_ Lesser Charge \_\_\_\_\_

Sw & Test  Adv of Rts  Waived PSI Lesser Cts \_\_\_\_\_ Lesser Charge \_\_\_\_\_

ADJ GUILTY as Charged as to Cts 0.00 Lesser Cts \_\_\_\_\_

FOUND GUILTY as Charged as to Cts \_\_\_\_\_ Lesser Cts \_\_\_\_\_

ADJ W/HELD as to Cts \_\_\_\_\_  SENT W/HELD as to Cts \_\_\_\_\_

FOUND AND ADJUDICATED DELINQUENT as to Cts \_\_\_\_\_  Dispo Order to follow/Elhd

FOUND & ADJ NOT GUILTY as to Cts \_\_\_\_\_  Dismiss  Nol \_\_\_\_\_ Cts \_\_\_\_\_

Prob/Comm Control:  Revoked  Reinstated  Modified  Term Successfully / Unsuccessfully

Deft. to pay fine or complete \_\_\_\_\_ hrs. Community Service or Serve \_\_\_\_\_ days PBCJ

Stip/Found Violent/Habitual Off: 775.084  Stip/Found Sexual Offender / Sexual Predator  Stip/Found P.R.

SENTENCE: PBCJ 1125 Cts: 1 / DOC \_\_\_\_\_ Cts: \_\_\_\_\_

PBCJ \_\_\_\_\_ Cts: 0 / DOC \_\_\_\_\_ Cts: \_\_\_\_\_

W/Credit for \_\_\_\_\_ Days / Mos. / Yrs.  Deft. Remanded  Deft. to remain on same rel status pending sent.

Conc / Consec / Con term w/cases notes: 2006CF009454AXX

Execution of Sentence Stayed  Sentence Suspended  Time served as to Cts

Youthful Off  Habitual Off  Min/Mand: \_\_\_\_\_ as to Cts

ABOVE SENTENCE TO BE FOLLOWED BY:  Probation  Drug Off Prob  Comm. Control  I-  J-  K-  L-  M-  N-  O-  P-  Q-  R-  S-  T-  U-  V-  W-  X-  Y-  Z-  See Page 2

DNA SWNB

Set/Remains Set/Reset \_\_\_\_\_ Div \_\_\_\_\_ Rm \_\_\_\_\_ at \_\_\_\_\_ AM/PM

Deft sign \_\_\_\_\_

Det Co \_\_\_\_\_  ASA \_\_\_\_\_  Bondsman \_\_\_\_\_

Prob  Jail  DJJ  GAL. Notified by mail by \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

County Courthouse \_\_\_\_\_  Courtroom, Criminal Justice Bldg \_\_\_\_\_  Courtroom, Criminal Justice Complex \_\_\_\_\_

205 N. Dixie, West Palm Beach 3884# State Road 80, Belle Glade 3228 Gun Club Rd, West Palm Beach

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT ROBIN SHEPPEL, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT, PALM BEACH COUNTY COURTHOUSE, 205 N. DIXIE HWY/RM 5.2500, WEST PALM BEACH, FL 33401. TELEPHONE (561) 355-4380. WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE. IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-6771.

DATE: 6/30/08

CASE NO. 2008CF9831AY

NAME: Te Arey Epstein

TERM OF Prob./ Sex Off / Drug Off Prob / C.C. I / C.C. II: 12 mos / yrs as to Cts.

conc w/  consec. w/

Probation transferred to:

SPECIAL CONDITIONS:

- Complete Originally Ordered Conditions
- Curfew: \_\_\_\_\_ p.m., with the following exception: \_\_\_\_\_
- Deft. to report to Prob. Dept. immediately upon release
- Deft. not to have in care, custody, or control any unlawful or illegal material, subst., device, or object.
- Deft. to immediately notify Prob. Officer if place of residence or job changes.
- Restitution CRO filed
- Subject to all ordinary and special conditions of Probation
- Substance Abuse Eval. / Psychological Eval. / Psychosexual Eval. within / by: \_\_\_\_\_ and deft. to successfully complete recommended treatment
- Random Drug/Alcohol Testing  At Deft's Expense  Costs Waived
- No Consumption/Possession of Alcohol or Drugs or Intoxicants without a Prescription.
- Attend \_\_\_\_\_ AA and/or NA Meetings per Week.
- Deft. not to frequent any place of business whose primary purpose is the sale of alcohol.
- Complete \_\_\_\_\_ Hrs. of Community Service to be done at the rate of \_\_\_\_\_ Hrs. per WK / Mo. (Min.)
- License Revoked / Suspended for \_\_\_\_\_ mos / yrs
- Attend and successfully complete DUI school and 1 session of Victim Impact Panel
- No Contact / No Violent Contact / No Direct or Indirect contact w/Victim(s) or others listed:

- No Contact w/Minor Children w/o Adult Supervision aware of this case and the disposition.
- Cost of Supervision: \$ \_\_\_\_\_ per month  Waived by Court.
- Enter and Successfully Complete DOC Non-Secure Bed Program and Any Recommended Aftercare.
- Hold in Custody, release only to DOC Non-Secure Bed Program Officer.
- Enter and Successfully Complete PBSO Long / Short Track Drug Farm and Any Rec. Aftercare.
- Forfeit Weapon / Money seized at the time of arrest to:
- Enter and Complete:  Anger Management Program  Batterers Intervention Program
- Theft Abatement Program: \_\_\_\_\_  Other: \_\_\_\_\_
- Defendant may apply for Early Termination after \_\_\_\_\_, provided all conds. are satisfied.
- Serve \_\_\_\_\_ days / months in PBCJ, with credit for \_\_\_\_\_ days / months.

See All Attached Documents

Deft must register as a Sexual Offender

WITHIN 48 hours of Release.

ROY BLACK  
HOWARD M. SREBNICK  
SCOTT A. KORNSPAN  
LARRY A. STUMPF  
MARIA NEYRA  
JACKIE PERCZEK  
MARK A.J. SHAPIRO  
JARED [REDACTED]

BLACK  
SREBNICK  
KORNSPAN  
& STUMPF  
P.A.

JESSICA FONSECA-NADER  
KATHLEEN P. PHILLIPS  
AARON ANTHON  
MARCOS BEATON, JR.  
JENIFER J. SOULIKIAS  
NOAH FOX  
JOSHUA SHORE

E-Mail: [RBlack@RoyBlack.com](mailto:RBlack@RoyBlack.com)

May 18, 2010

VIA EMAIL AND U.S. MAIL

A. Marie Villafaña, Esq.  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of Florida  
500 South Australian Avenue  
Suite 400  
West Palm Beach, Florida 33401

Jeff Sloman, Esq.  
United States Attorney  
99 N.E. 4<sup>th</sup> Street  
Miami, FL 33132

Bob Senior, Esq.  
Assistant United States Attorney  
99 N.E. 4<sup>th</sup> Street  
Miami, FL 33132

**RE: Jeffrey Epstein**

Dear Counsel:

We received notice this morning that Podhurst Orseck, P.A. has filed a civil complaint seeking over \$2,000,000 in addition to the \$526,000 they have already been paid by Jeffrey Epstein for their work as attorney representatives. As we communicated to you during our February 3, 2010 meeting and both before (January 20, 2010) and thereafter (February 18, 2010) by letter, see appended letters, there exists significant differences between fees that Mr. Epstein and his civil counsel believe are within his NPA obligations and additional amounts which the attorney representative is claiming are due.

Mr. Epstein has in the past attempted to resolve issues relating to the outstanding invoices through efforts to review the particulars in the unpaid bills with the attorney representative, through settlement discussions with the attorney representative, and through his signing on February 16, 2010 a Special Masters Agreement which would allow a neutral third party to make a binding determination as to what portions of the invoices at issue were reasonable, non-

A. Marie Villafaña, Esq.

Jeff Sloman, Esq.

Bob Senior, Esq.

May 18, 2010

Page 2

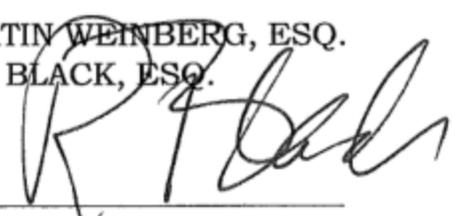
duplicative, and within Mr. Epstein's NPA-obligations. As a preliminary matter, Mr. Epstein had been requesting, but did not receive, an invoice including billing dating back to the end of 2009 until May 11, 2010 – and even this invoice was without the charges of certain of the outside contractors relied upon by the Podhurst firm.

We regret that these efforts did not resolve the matter and that Podhurst Orseck, P.A. elected instead to litigate. Mr. Epstein is today, in response to the lawsuit, filing a motion for authority to place \$2,000,000 in an account maintained at the Clerk's Office for the United States District Court pending the results of the litigation. Mr. Epstein has always agreed that he is entirely responsible for any settlement-related fees that are not excessive and will take no litigation position inconsistent with that understanding. However, we have contended as a matter of principle that given the unexpected enormity of the claims for legal fees, that absent additional detail on why the invoiced fees were not duplicative and excessive and outside the ambit of Mr. Epstein's NPA obligations, payment should depend on either an agreement with the attorney representative which never occurred or a determination by a neutral third party. Mr. Epstein will pay whatever amount Judge Gold or any selected Master determine he owes under the NPA.

Respectfully submitted,

MARTIN WEINBERG, ESQ.

ROY BLACK, ESQ.

By  \_\_\_\_\_

/wg

**BC  
LC** | **BURMAN, CRITTON  
LUTTIER & COLEMAN, LLP**  
YOUR TRUSTED ADVOCATES  
A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, PA.<sup>1,2</sup>  
GREGORY W. COLEMAN, P.A.  
ROBERT D. CRITTON, JR., P.A.<sup>1</sup>  
BERNARD A. LEBEDEKER  
MARK T. LUTTIER, P.A.  
MICHAEL J. PIKE  
MICHAEL L. SCHEVE  
DEAN T. XENICK  
DAVID A. YAREMA

ADELQUI J. BENAVENTE  
PARALEGAL/INVESTIGATOR  
JESSICA CADWELL  
BOBBIE M. MCKENNA  
ASHLIE STOKEN-BARING  
BETTY STOKES  
PARALEGALS  
RITA H. BUDNYK  
OF COUNSEL  
EDWARD M. RICCI  
OF COUNSEL

May 25, 2010

<sup>1</sup>FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER

<sup>2</sup>ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

Honorable Edward B. [REDACTED]  
Akerman Senterfitt  
One SE Third Avenue  
Floor 28  
Miami, FL 33131-1715

Sent by email and  
by U.S. Mail to Judge [REDACTED] only

Re: Jeffrey Epstein

Dear Judge [REDACTED]:

We are in receipt of Mr. Josefsberg's letter to you dated May 21, 2010. We confirm that Mr. Epstein settled each and every case brought by the attorney-representative selected by you.

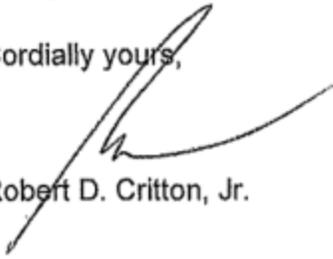
We write this response only to advise you that Mr. Epstein has never refused to pay reasonable settlement-related fees that are within the scope of the NPA. He has already paid the attorney-representative \$526,000. The attorney-representative has not yet presented him with a final invoice for settlement-related work. The incomplete invoices that have been presented seek \$2,000,000 in additional fees. Mr. Epstein has been advised by his attorneys that the requested fees include duplicative work, charges that relate to preparation for litigation not settlement (thus outside his NPA-fee obligations) and charges that are unreasonable and that should be reviewed by a Court rather than simply paid without meaningful review. A significant amount of the total fees (over \$1,000,000) is for legal work that the invoices document were done by two outside attorneys who are not even attorneys with the Podhurst Orseck, P.A. law firm. Mr. Epstein's disputes the necessity for and redundancy of these charges.

We respect Your Honor's selection and regret that the issue of disputed fees has resulted in litigation. Mr. Epstein is committed to paying whatever fees and costs are determined by the

May 25, 2010  
Page 2

Court to be his obligation, if any, but he is not required to simply write a blank check. I have filed a motion in the case pursuant to F.R.Civ.P. 67, to allow him to deposit \$2,000,000 in Trust with the Court pending the outcome of the Complaint which confirms his commitment.

Cordially yours,



Robert D. Critton, Jr.

RDC/JPL:ab

Cc Jeffrey H. Sloman, AUSA - jeff.sloman@usdj.gov  
Ann Marie C. Villafana, AUSA - ann.marie.c.villafana@usdj.gov  
Robert Senior, AUSA - robert.senior@usdj.gov  
Jack Goldberger, Esq. @jgoldberger@agwpa.com  
Robert Josefsberg, Esq. @rjosefsberg@podhurst.com

EFTA00192662

Jeff - email re  
test firing gun

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Brad - 954 315-7273

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Alfredo Rodriguez

11/04

Alex Hall

705 Epstein gets  
leads on report +  
fires Alfredo R.

"Ex parte" communications

Whispering about my motivations,  
qualifications, strength of case,  
"stiffness" of girls

e.g. - asking Bob Senior to re-review  
my work from scratch  
asking Anne Schütz to re-review my  
legal analysis

+ FBI  
asking John McMillan<sup>^</sup> to re-review my  
analysis of SAO's handling of case on  
the grand jury

using trust fund

Andy  
revised  
& approved  
letter to  
Rory.

OEO response re subpoena for computer  
equipment. Conferred w/Andy Lewis.  
E-mail to Matt Marchel - he never  
responded. They used this as their  
first ~~mass~~ claim of prosecutorial  
misconduct









