

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

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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. 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 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:

cc: k