

[REDACTED]

From: [REDACTED]
Sent: Tuesday, September 25, 2007 8:37 PM
Subject: Other attorneys

Hi [REDACTED] – These four people were recommended. I have not contacted them to find out what their rates are. All are very active in the plaintiffs' bar in the West Palm area. [REDACTED] would be my first choice of these four but I think he is conflicted out because one of his partners is married to an AUSA here. [REDACTED] is probably my second choice.

[REDACTED]

Talk to [REDACTED] about this group. They are all very good personal injury lawyers, but I have concerns about whether there would be an inherent tension because they may feel that THEY might make more money (and get a lot more press coverage) if they proceed outside the terms of the plea agreement. (Sorry – I just have a bias against plaintiffs' attorneys.) One nice thing about [REDACTED] is that he is in Miami where there has been almost no coverage of this case.

So you know, I have never met [REDACTED], but a good friend in our appellate section and one of the district judges in Miami are good friends with him and recommended him.

Can you let me know tomorrow? I am going to be out for a while starting on Friday, and I would like to get this underway before I leave.

Thank you.

[REDACTED]
Assistant U.S. Attorney
500 S. Australian Ave, Suite 400
West Palm Beach, FL 33401
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 26, 2007 11:01 AM
To: [REDACTED]
Subject: RE: Other attorneys

Hi [REDACTED] – Can you give me a call at [REDACTED] this morning? I am meeting with the agents and want to give them their marching orders regarding what they can tell the girls.

Also, please remove [REDACTED] and [REDACTED] from the list. There is too great a chance of an appearance of impropriety with [REDACTED] and I received a bad report about [REDACTED] last night.

Thank you.

[REDACTED]
Assistant U.S. Attorney
500 S. Australian Ave, Suite 400
West Palm Beach, FL 33401
[REDACTED]

From: [REDACTED]
Sent: Tuesday, September 25, 2007 8:37 PM
To: [REDACTED]
Subject: Other attorneys

[REDACTED] – These four people were recommended. I have not contacted them to find out what their rates are. All are very active in the plaintiffs' bar in the West Palm area. [REDACTED] would be my first choice of these four but I think he is conflicted out because one of his partners is married to an AUSA here. [REDACTED] is probably my second choice.

[REDACTED]

Talk to [REDACTED] about this group. They are all very good personal injury lawyers, but I have concerns about whether there would be an inherent tension because they may feel that THEY might make more money (and get a lot more press coverage) if they proceed outside the terms of the plea agreement. (Sorry – I just have a bias against plaintiffs' attorneys.) One nice thing about [REDACTED] is that he is in Miami where there has been almost no coverage of this case.

Just so you know, I have never met [REDACTED], but a good friend in our appellate section and one of the district judges in Miami are good friends with him and recommended him.

Can you let me know tomorrow? I am going to be out for a while starting on Friday, and I would like to get this underway before I leave.

Thank you.

[REDACTED]
Assistant U.S. Attorney
500 S. Australian Ave, Suite 400
West Palm Beach, FL 33401
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 26, 2007 11:49 AM
To: [REDACTED]
Subject: RE: One more thing

[REDACTED] – Meaning no disrespect to these distinguished gentlemen, one of my criteria is that, if negotiations with you don't work out, they have the stamina to take you all to trial, so I politely decline your suggestion.

[REDACTED]
Assistant U.S. Attorney
[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 26, 2007 11:10 AM
To: [REDACTED]
Subject: Re: One more thing

Calling in 15 min.

I have two other options. Both are retired circuit court judges, who do mediation now, [REDACTED] and [REDACTED]

Any thoughts?

----- Original Message -----

From: [REDACTED]
Sent: 09/26/2007 11:03 AM AST
To: [REDACTED]
Subject: One more thing

[REDACTED] – Did you send me the original signed agreement? I would like to sign that copy and return copies to you. Thank you.

[REDACTED]
Assistant U.S. Attorney

500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

[REDACTED]

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[REDACTED]



[REDACTED]
Thursday, September 27, 2007 10:52 AM

Subject: Conference Call with [REDACTED]

Hi [REDACTED] - [REDACTED] firm has raised a number of good questions about how they are going to get paid and setting up a procedure that avoids any conflict of interest with their clients. Are you around today to do a conference call? Let me know what times work for you because [REDACTED] wants to get their conflicts counsel on the call with us.

These are some of the questions he sent to me. I told [REDACTED] that as part of our agreement we (the federal government) are not going to indict Mr. Epstein, but gave him an idea of the charges that we had planned to bring as related to 18 USC 2255. With respect to question 2, do I have your permission to send [REDACTED] just that section of the plea agreement that applies to the damages claims (I would recommend sending paragraphs 7 through 10, or at least 7 and 8)? Can you talk with your client about items 3 and 4? I envisioned Shook Hardy sending regular bills to you, with any privileged information redacted, and being paid like every other client pays the bills.

1. Can we get a copy of the indictment (or can you tell me the nature of the crimes against the girls)?
2. When will it be possible to see the plea agreement so that we understand exactly what Epstein concedes to in the civil case?
3. Is there any cap or other limitation on attorney's fees that the defendant will pay in the civil case?

What is the contemplated procedure for, and timing of, the payment of attorney's fees and costs?

[REDACTED]
Assistant U.S. Attorney
500 S. Australian Ave, Suite 400
West Palm Beach, FL 33401
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Thursday, September 27, 2007 10:57 AM
Subject: Re: Conference Call with [REDACTED]

I am available around 4 pm today. Not precisely sure of the time yet. I will speak with my client in the interim.

----- Original Message -----

From: [REDACTED]
Sent: 09/27/2007 10:51 AM AST
To: [REDACTED]
Subject: Conference Call with [REDACTED]

Hi [REDACTED] - [REDACTED] firm has raised a number of good questions about how they are going to get paid and setting up a procedure that avoids any conflict of interest with their clients. Are you around today to do a conference call? Let me know what times work for you because [REDACTED] wants to get their conflicts counsel on the call with us.

These are some of the questions he sent to me. I told [REDACTED] that as part of our agreement we (the federal government) are not going to indict Mr. Epstein, but gave him an idea of the charges that we had planned to bring as related to 18 USC 2255. With respect to question 2, do I have your permission to send [REDACTED] just that section of the plea agreement that applies to the damages claims (I would recommend sending paragraphs 7 through 10, or at least 7 and 8)? Can you talk with your client about items 3 and 4? I envisioned Shook Hardy sending regular bills to you, with any privileged information redacted, and being paid like every other client pays the bills.

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4. What is the contemplated procedure for, and timing of, the payment of attorney's fees and costs?

[REDACTED]
Assistant U.S. Attorney

500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
nt: Thursday, September 27, 2007 11:08 AM
; 'Jay Lefkowitz'
subject: RE: Conference Call with Bert Ocariz

Thanks, Jay. Can we make it 4:15 or later? I have a 3:30 that might run more than a half hour. And let me know about sending Bert the agreement language. That might aid our discussions because the firm will have a better idea of what the litigation will entail.

A. Marie Villafana
Assistant U.S. Attorney
500 S. Australian Ave, Suite 400
West Palm Beach, FL 33401
Phone 561 209-1047
Fax 561 820-8777

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Thursday, September 27, 2007 10:57 AM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Conference Call with Bert Ocariz

I am available around 4 pm today. Not precisely sure of the time yet. I will speak with my client in the interim.

----- Original Message -----

From: "Villafana, Ann Marie C. (USAFLS)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/27/2007 10:51 AM AST
To: Jay Lefkowitz
Subject: Conference Call with Bert Ocariz

Hi Jay – Bert's firm has raised a number of good questions about how they are going to get paid and setting up a procedure that avoids any conflict of interest with their clients. Are you around today to do a conference call? Let me know what times work for you because Bert wants to get their conflicts counsel on the call with us.

These are some of the questions he sent to me. I told Bert that as part of our agreement we (the federal government) are not going to indict Mr. Epstein, but gave him an idea of the charges that we had planned to bring as related to 18 USC 2255. With respect to question 2, do I have your permission to send Bert just that section of the plea agreement that applies to the damages claims (I would recommend sending paragraphs 7 through 10, or at least 7 and 8)? Can you talk with your client about items 3 and 4? I envisioned Shook Hardy sending regular bills to you, with any privileged information redacted, and being paid like every other client pays the bills.

Can we get a copy of the indictment (or can you tell me the nature of the crimes against the girls)?

2. When will it be possible to see the plea agreement so that we understand exactly what Epstein concedes to in the civil case?

Is there any cap or other limitation on attorney's fees that the defendant will pay in the civil case?

4. What is the contemplated procedure for, and timing of, the payment of attorney's fees and costs?

A. Marie Villafaña

Assistant U.S. Attorney

500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

Phone 561 209-1047

Fax 561 820-8777

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Thursday, September 27, 2007 3:06 PM
Subject: 'Jay Lefkowitz'
RE: Conference Call with Bert Ocariz

Hi Jay – I already told Bert that there is no indictment and, as I mentioned, he doesn't really need to/want to see the entire plea agreement, just the relevant paragraphs so that he understands what the scope of his representation will be. I think they would be happy knowing that their hourly rate will be paid when it is billed. The concern is, if all 40 girls decide they want to sue, they don't want to be in a situation where Mr. Epstein says this is getting too expensive, we won't pay any more attorneys' fees.

Two suggestions, that I haven't run past Bert, are:

1. Mr. Epstein signs a standard fee agreement, where one of his attorneys or accountants who is not working on the damages litigation receives a monthly bill with attorney's fees charged at an hourly rate and costs billed monthly. The bills will have any privileged information redacted. If there is a dispute about a bill that cannot be resolved, it will be submitted to a mediator for resolution.
2. If that is too open-ended for Mr. Epstein, do the hourly/monthly billing until Bert has had a chance to confer with all of the girls to determine how many want him to represent them. Once it is known how many girls will be represented by Bert, and maybe who those girls are, there can be a more educated discussion about estimated fees and costs.

Just some food for thought. I will be out of the office tomorrow, but I will be reachable by cell phone. I will make sure Bert is available and confirm the time with you.

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

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Thursday, September 27, 2007 2:53 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Conference Call with Bert Ocariz

Marie - I will not be able to get back to you until tomorrow. However, some of the questions he raised cause me some serious concern.

1. Can we get a copy of the indictment (or can you tell me the nature of the crimes against the girls)?

Certainly he should not get a copy of any indictment.

When will it be possible to see the plea agreement so that we understand exactly what Epstein concedes to in the civil case?

I don't think he should get the plea agreement either.

3. Is there any cap or other limitation on attorney's fees that the defendant will pay in the civil case?

I can't imagine he would be entitled to anything other than an hourly fee.

What is the contemplated procedure for, and timing of, the payment of attorney's fees and costs?

In any event, I need to consider these issues carefully and I cannot agree to any of these issues before we speak. I would suggest we plan on talking tomorrow at 12 pm if you are available.

Jay

----- Original Message -----

From: "Villafana, Ann Marie C. (USAFLS)" [Ann.Marie.C.Villafana@usdoj.gov]

Sent: 09/27/2007 10:51 AM AST

To: Jay Lefkowitz

Subject: Conference Call with Bert Ocariz

Hi Jay – Bert's firm has raised a number of good questions about how they are going to get paid and setting up a procedure that avoids any conflict of interest with their clients. Are you around today to do a conference call? Let me know what times work for you because Bert wants to get their conflicts counsel on the call with us.

These are some of the questions he sent to me. I told Bert that as part of our agreement we (the federal government) are not going to indict Mr. Epstein, but gave him an idea of the charges that we had planned to bring as related to 18 USC 2255. With respect to question 2, do I have your permission to send Bert just that section of the plea agreement that applies to the damages claims (I would recommend sending paragraphs 7 through 10, or at least 7 and 8)? Can you talk with your client about items 3 and 4? I envisioned Shook Hardy sending regular bills to you, with any privileged information redacted, and being paid like every other client pays the bills.

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3. Is there any cap or other limitation on attorney's fees that the defendant will pay in the civil case?

4. What is the contemplated procedure for, and timing of, the payment of attorney's fees and costs?

Marie Villafaña

Assistant U.S. Attorney

500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

Phone 561 209-1047

Fax 561 820-8777

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Wednesday, October 03, 2007 3:15 PM
To: Jay Lefkowitz
Subject: RE:
Attachments: Special Master Proposal.wpd

Hi Jay -- This afternoon is fine. Here is the memo that I put together. Just let me know where I should call you at 4:00. Thanks.

A. Marie Villafaña
Assistant U.S. Attorney
561 209-1047
Fax 561 820-8777

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Wednesday, October 03, 2007 10:53 AM
To: Villafana, Ann Marie C. (USAFLS)
Cc: Guy Lewis
Subject:

Should we try to have a call this pm? I am free much of the afternoon. Best is around 3 or 4 pm.

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Tracking:

Recipient

Jay Lefkowitz

Sloman, Jeff (USAFLS)

Read

Read: 10/3/2007 3:38 PM

**PROPOSAL FOR SELECTION OF ATTORNEY
TO REPRESENT VICTIMS**

1. Select a Special Master.
2. Provide the Special Master with:
 - a. a joint list containing the names of five attorneys;
 - b. a joint statement of relevant facts regarding the case;
 - c. each party's list of criteria;
 - d. a copy of the relevant portion of the Non-Prosecution Agreement (discussing the role of the attorney for the victims); and
 - e. a proposed retainer agreement.
3. Each attorney on the list can provide the Special Master with information regarding his/her experience, firm size, etc.
4. The Special Master can interview any or all of the attorneys as the Special Master deems appropriate.
5. The Special Master will provide us with the top three choices (in order). The first attorney will be contacted and a conflicts check will be run. If there is a conflict in representation, the second attorney will be contacted, etc.

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Wednesday, October 03, 2007 3:38 PM
To: Jay Lefkowitz
Subject: RE:

That is fine. I'm sorry I didn't get your e-mail sooner. Since I am out of the office, the best way to reach me is on my cell, or you can send an e-mail (which becomes a text message) to [REDACTED]

Tomorrow I am available early in the morning (7:00 to 7:45), or at 8:30, or at 5:00, or after 6:45.

Thanks.

A. Marie Villafaña
Assistant U.S. Attorney
561 209-1047
Fax 561 820-8777

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Wednesday, October 03, 2007 3:30 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re:

Marie - I appreciate your taking a stab at this. There is a lot here, and I don't want to give you any reaction before I speak with my client. I will let you know as soon as I do so we can speak about it. But 4 pm will certainly be too soon.

Jay

----- Original Message -----

From: "Villafana, Ann Marie C. (USAFLS)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 10/03/2007 03:15 PM AST
To: Jay Lefkowitz
Subject: RE:

Hi Jay -- This afternoon is fine. Here is the memo that I put together. Just let me know where I should call you at 4:00. Thanks.

A. Marie Villafaña
Assistant U.S. Attorney
561 209-1047
Fax 561 820-8777

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]

Sent: Wednesday, October 03, 2007 10:53 AM
To: Villafana, Ann Marie C. (USAFLS)
Cc: Guy Lewis
Subject:

Should we try to have a call this pm? I am free much of the afternoon. Best is around 3 or 4 pm.

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
nt: Wednesday, October 03, 2007 4:23 PM
: Jay Lefkowitz
Subject: Proposed Letter to Special Master

Hi Jay – To move things along, I also have enclosed the proposed text of a letter to the Special Master.



PROPOSED
ter to Special Ma

A. Marie Villafaña
Assistant U.S. Attorney
561 209-1047
Fax 561 820-8777

Tracking:

Recipient

Jay Lefkowitz

Sloman, Jeff (USAFLS)

Read

Read: 10/3/2007 4:43 PM

PROPOSED JOINT LETTER TO THE SPECIAL MASTER

Re: Special Master: Privileged and Confidential

Dear Sir:

The undersigned, as counsel for the United States of America and Jeffrey Epstein, jointly write to you to provide information relevant to your service as a Special Master in the selection of an attorney to represent several young women who may have civil damages claims against Mr. Epstein.

The U.S. Attorney's Office and the Federal Bureau of Investigation (jointly referred to as the "United States") have conducted an investigation of Jeffrey Epstein regarding his solicitation of minor females in Palm Beach County to engage in prostitution. Mr. Epstein, through his assistants, would recruit underage females to travel to his home in Palm Beach to engage in lewd conduct in exchange for money. Based upon the investigation, the United States has identified 40 young women who can be characterized as victims pursuant to 18 U.S.C. § 2255. Some of those women went to Mr. Epstein's home only once, some went there as much as 100 times or more. Some of the women's conduct was limited to performing a topless or nude massage while Mr. Epstein masturbated himself. For other women, the conduct escalated to full sexual intercourse.

As part of the resolution of the case, Mr. Epstein agreed that he would not contest jurisdiction in the Southern District of Florida for any victim who chose to sue him for damages pursuant to 18 U.S.C. § 2255. Mr. Epstein agreed to provide an attorney for victims who elected to proceed exclusively pursuant to that section, and agreed to waive any challenge to liability under that section up to an amount agreed to by the parties.

The parties have agreed to submit the selection of an attorney to a Special Master. Attached hereto is a list of five attorneys whom the parties have agreed should be considered by the Special Master for selection. Also attached hereto is a memorandum explaining the anticipated duties and responsibilities of the attorney who is selected, and that portion of the agreement between the United States and Mr. Epstein addressing the attorney's role. Each attorney has provided some background information regarding his or her practice, experience, and other relevant factors. The Special Master may contact any or all of those attorneys for additional information, as the Special Master deems appropriate. Each party will also provide the Special Master with a list of the criteria that the party believes should be considered in making the selection. If the Special Master has any questions regarding the criteria, he may contact the relevant party to inquire further, as he deems appropriate.

The parties ask that the Special Master "rank" the top three attorneys, in case one or more has a conflict that prevents him or her from accepting the representation.

The parties thank you for your willingness to conduct this task as a *pro bono publico* matter. Please do not hesitate to contact us if you need any further information.

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Date: Wednesday, October 03, 2007 7:30 PM
Subject: RE: Proposed Letter to Special Master

Hi Jay -- That was simply a draft for discussion purposes. I am hoping that we will send such a letter jointly, once we have finalized the process and pick a master. Thanks.

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Wed 10/3/2007 4:26 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Proposed Letter to Special Master

Marie - I, too, am interested in speed. But I really need to go over this and then discuss with Jeffrey. So please do not send this to any Special Master before we discuss the next steps.

Thanks -- Jay

"Villafana, Ann Marie C. (USAFLS)"
<Ann.Marie.C.Villafana@usdol.gov>

10/03/2007 04:24 PM

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject Proposed Letter to Special Master

Hi Jay -- To move things along, I also have enclosed the proposed text of a letter to the Special Master.

<<PROPOSED Letter to Special Master.pdf>>

A. Marie Villafana

Assistant U.S. Attorney

561 209-1047

Fax 561 820-8777

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Friday, October 05, 2007 7:49 AM
To: Jay Lefkowitz
Subject: RE: Proposed Letter to Special Master

Good morning, Jay. We need to resolve the attorney issue today. It has been weeks since execution of the contract, and there is no need for further delay.

As far as the five attorney names that we will be providing, I propose Bert Ocariz, Katherine Ezell at Podhurst Orseck, Stuart Grossman, Ed Rogers, and Walter Cobath.

If you would like to use the same Special Master to resolve fees disputes as well as to handle the selection of the attorney, I would recommend that we use retired 11th Circuit Judge Joseph Hatchett instead of Judge Davis because of Judge Davis's health problems. (No one has contacted Judge Hatchett yet, but one of the District Judges in Miami mentioned him as a good choice.)

I am available for a conference call between 9:00 and 10:00, and between 3:15 and 6:00. Please call me on my cell (561 601-2301) and let me know which of those times works best for you.

Thank you.

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Wed 10/3/2007 4:26 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Proposed Letter to Special Master

Marie - I, too, am interested in speed. But I really need to go over this and then discuss with Jeffrey. So please do not send this to any Special Master before we discuss the next steps.

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"Villafana, Ann Marie C. (USAFLS)"
<Ann.Marie.C.Villafana@usdoj.gov>

10/03/2007 04:24 PM

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject Proposed Letter to Special Master

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<<PROPOSED Letter to Special Master.pdf>>

A. Marie Villafana

Assistant U.S. Attorney

209-1047

Fax 561 820-8777

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Content: Friday, October 05, 2007 11:04 AM
To: Villafana, Ann Marie C. (USAFLS)
cc: Lourie, Andrew; owlmgw@worldnet.att.net; glewis@lewistein.com
Subject: RE: Proposed Letter to Special Master
Attachments: PROPOSED Letter to Special Master.pdf; Special Master Proposal.pdf; Ltr from Lefkowitz to Villafana (Oct. 5, 2007)_ (12135690_4).DOC

Marie,

Attached is a letter responding to your latest proposals. For your convenience, I've also attached your prior e-mails and attachments regarding this matter so that you can easily see what I am responding to (see the chain below). If you are available, I'm free to talk at 5:30 this evening. We can use my usual call-in number at (866) 462-0164. The code is *4464970*.

Thanks,

Jay

"Villafana, Ann Marie C. (USAFLS)"
<Ann.Marie.C.Villafana@usdoj.gov>

10/05/2007 07:48 AM

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject RE: Proposed Letter to Special Master

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As far as the five attorney names that we will be providing, I propose Bert Ocariz, Katherine Ezell at Podhurst Orseck, Stuart Grossman, Ed Rogers, and Walter Cobath.

If you would like to use the same Special Master to resolve fees disputes as well as to handle the selection of the attorney, I would recommend that we use retired 11th Circuit Judge Joseph Hatchett instead of Judge Davis because of Judge Davis's health problems.

(No one has contacted Judge Hatchett yet, but one of the District Judges in Miami mentioned him as a good choice.)

I am available for a conference call between 9:00 and 10:00, and between 3:15 and 6:00.

Please call me on my cell (561 601-2301) and let me know which of those times works best for you.

Thank you.

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Wed 10/3/2007 4:26 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Proposed Letter to Special Master

Marie - I, too, am interested in speed. But I really need to go over this and then discuss with Jeffrey. So please do not send this to any Special Master before we discuss the next steps.

Thanks -- Jay

"Villafana, Ann Marie C. (USAFLS)" <Ann.Marie.C.Villafana@usdoj.gov>

10/03/2007 04:24 PM

To
"Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject
Proposed Letter to Special Master

Jay - To move things along, I also have enclosed the proposed text of a letter to the Special Master.

<<PROPOSED Letter to Special Master.pdf>>

A. Marie Villafaña

Assistant U.S. Attorney

561 209-1047

Fax 561 820-8777

"Villafana, Ann Marie C. (USAFLS)"
<Ann.Marie.C.Villafana@usdoj.gov>

10/03/2007 04:24 PM

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject Proposed Letter to Special Master

Hi Jay - To move things along, I also have enclosed the proposed text of a letter to the Special Master.

<<PROPOSED Letter to Special Master.pdf>>

A. Marie Villafaña

Assistant U.S. Attorney

561 209-1047

x 561 820-8777

"Villafana, Ann Marie C. (USAFLS)"
<Ann.Marie.C.Villafana@usdoj.gov>

10/03/2007 03:18 PM

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>

cc

Subject Memo in PDF format

Hi Jay – In case you can't open the other version, here it is in pdf.

<<Special Master Proposal.pdf>>

A. Marie Villafaña

Assistant U.S. Attorney

561 209-1047

x 561 820-8777

Kenneth W. Starr
To Call Writer Directly:
213 680-8440
kstarr@kirkland.com

Dir. Fax: 213-680-8500

October 5, 2007

VIA FEDERAL EXPRESS

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

Re: Jeffrey Epstein

Dear Marie:

I write in response to your emails dated October 3, 2007 in which you propose the use of a Special Master to select an attorney representative (the "selected attorney"), a general outline of how the selected attorney should proceed pursuant to the Federal Plea Agreement (the "Agreement"), and a draft joint letter to the Special Master. Below, I've outlined our main areas of concern with the approach you have taken in your proposed drafts. Once we can come to a resolution on the issues detailed herein, we would be happy to cooperate with you on the specific drafting of the proposals.

First, the Agreement does not provide for the appointment of a Special Master to appoint the selected attorney. In fact, the Federal Plea Agreement clearly states that "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." (Paragraph 7, Agreement). Thus, the Agreement only contemplates the selection of one selected attorney who will represent the identified individuals in a limited capacity. We see no need for the appointment of a Special Master, nor does the Agreement call for one.

Second, if the parties cannot settle on a damages amount with Mr. Epstein, then the selected attorney may not continue his representation and is barred from filing lawsuits pursuant to § 2255. Paragraph 7 and Paragraph 8 of the Agreement outline the scope and manner of representation of the identified individuals. Specifically, Paragraph 7 defines who may be represented by the selected attorney and Paragraph 8 outlines the terms of that representation. And under Paragraph 8 of the Agreement, the selected attorney is only appointed to protect the interests of those individuals who elect to waive any claim for damages other than the damages agreed to by the parties. Paragraph 8 states:

RFP MIA 000310

EFTA00208998

October 5, 2007

Page 2

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 this 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.

Paragraph 8 addresses how Mr. Epstein's waivers are triggered pursuant to a settlement with each identified individual. The Agreement's silence with respect to what happens if the parties cannot settle on a damages amount indicates that the parties intended for the scope of the selected attorney's representation to be limited to settling claims with Mr. Epstein, not representing these identified individuals in § 2255 lawsuits.

Otherwise, the selected attorney will be faced with serious conflicts of interest. For instance, if Mr. Epstein agrees to pay for the selected attorney's fees and monthly expenses, then the selected attorney would effectively be incentivized to reject settlement under § 2255 in an effort to draw out the lawsuits and incur more fees. If allowed to represent the identified individuals in a lawsuit, the best interests of each identified individual may not be served because the selected attorney will always be more interested in pursuing lawsuits in lieu of settling claims against Mr. Epstein efficiently and fairly. Multiple representation of a group of individuals that elects to settle on damages as well as one or more individuals who reject settlement carries with it the heightened potential for irreparable conflicts. For example, a conflict could arise if the selected attorney represents both a client who may be a potential witness and a client who is a civil plaintiff. And the fact that Mr. Epstein could pay compensation to the plaintiff's attorney in such a case only underscores this conflict.

The procedure we propose is reasonable and consistent with the Agreement and intention of the parties: the selected attorney should evaluate the claims of each identified individual, negotiate a total fund amount with Mr. Epstein, then distribute the monies based on the strength of each case. For those identified individuals who elect not to settle with Mr. Epstein, they may proceed on their own, but by doing so, they would not be suing under § 2255 as contemplated by Paragraph 8 and therefore may not continue to be represented by the selected attorney.

October 5, 2007

Page 3

Third, if the identified individuals choose not to settle with Mr. Epstein, he will not waive liability for those individuals whose claims are not settled by the selected attorney. Paragraph 8 is clear that Mr. Epstein will only waive § 2255 liability so long as each identified individual proceeds exclusively under § 2255 and agrees to waive damages other than "an amount as agreed to between the identified individual and Epstein." (Paragraph 8, Agreement) This interpretation is supported by your own language in the draft proposed joint letter to the Special Master ("Mr. Epstein...agreed to waive any challenge to liability under that section up to an amount agreed to by the parties."). Consequently, those identified individuals who choose not to settle with Mr. Epstein are not covered by the Agreement and will have to prove, among other things, that they are victims under the enumerated statutes.

Fourth, our objections to the appointment of a Special Master notwithstanding, we have serious concerns regarding the language in your draft joint letter to the Special Master, which describes Mr. Epstein's alleged conduct. Specifically, we will not concede that "Mr. Epstein, through his assistants, would recruit underage females to travel to his home in Palm Beach to engage in lewd conduct in exchange for money," because we think this overstates the facts. In addition, we will not concede that his most benign conduct involved topless or nude massage by the identified individuals while he masturbated. Nor will we concede that some of the identified individuals visited Mr. Epstein's home over one hundred times. Any joint statement must be such that it cannot be construed as a stipulation to liability that could be utilized against Mr. Epstein as to any individual who elects to reject the settlement contemplated by the Agreement.

Fifth, neither federal agents nor anyone from your Office should contact the identified individuals to inform them of the resolution of the case, including appointment of the selected attorney and the settlement process. Not only would that violate the confidentiality of the agreement, but Mr. Epstein also will have no control of what is communicated to the identified individuals at this most critical stage. We believe it is essential that we participate in crafting a mutually acceptable communication to the identified individuals — perhaps in the form of a joint letter explaining the resolution and the settlement process. We further believe that communications between yourself or your case agents and the identified individuals might well violate Rule 6(e)(2)(B) of the Federal Rules of Criminal Procedure. The powers of the federal grand jury should not, even in appearance, be utilized to advance the interests of a party to a civil lawsuit.

Finally, we are also concerned that you have been engaging in conversations with judges about this matter.

We look forward to resolving these open issues with you at your earliest convenience.

October 5, 2007
Page 4

Sincerely,

Jay P. Lefkowitz



FOWLERWHITE

ATTORNEYS AT LAW

BURNETT

MIAMI • FORT LAUDERDALE • WEST PALM BEACH • ST. PETERSBURG

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LILLY ANN SANCHEZ
DIRECT PHONE NO.: (305) 789-9279
DIRECT FACSIMILE NO.: (305) 728-7579
LSANCHEZ@FOWLER-WHITE.COM

October 8, 2007

VIA EMAIL

VIA FEDERAL EXPRESS

Jeffrey Sloman
First Assistant United States Attorney
United States Attorney's Office
Southern District of Florida
500 South Australian Avenue, Suite 400
West Palm Beach, Florida 33401

Re: Jeffrey Epstein

Dear Jeff:

I write to follow up on the conversation we had regarding the role of the attorney representative and the settlement process for 18 U.S.C. § 2255 claims pursuant to the Federal Plea Agreement between your Office and Mr. Epstein (the "Agreement"). First, thank you for reaching out to Marie on these issues. Marie has already left me a voicemail this afternoon asking that I clarify the selection process for the attorney representative and the scope of his role pursuant to the Agreement.

With respect to the selection of the attorney representative, you have suggested Former Judge Edward B. Davis of Akerman Senterfitt. We are comfortable with Judge Davis. Pursuant to the Agreement, Judge Davis will represent the identified individuals provided they opt to enter into a settlement agreement with Mr. Epstein with respect to their § 2255 claims. If the identified individuals cannot settle or opt not to settle on a damages amount with Mr. Epstein, then Judge Davis may not continue his representation and is barred from filing lawsuits pursuant to § 2255. As agreed, Mr. Epstein will pay the fees for the services of Judge Davis.

The provisions of the Agreement make clear that the role of the attorney representative is to settle the claims of the identified individuals pursuant to the Agreement. While Paragraph 7 defines who may be represented by the attorney representative, Paragraph 8 outlines the scope of that representation. Paragraph 7 states:

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 has 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.

Under Paragraph 8 of the Agreement, which provides the terms of the representation, the attorney representative is only appointed to protect the interests of the identified individuals who elect to waive any claim for damages other than the damages agreed to by the parties. Paragraph 8 states:

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 this 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.

Mr. Epstein's waivers are triggered pursuant to a settlement with each identified individual. Paragraph 8 is clear that Mr. Epstein will only waive § 2255 liability "so long as" each identified individual proceeds exclusively under § 2255 and agrees to waive damages other than "an amount as agreed to between the identified individual and Epstein."

To that end, Judge Davis' role should be limited to contact, coordination and mediation. This would include the following:

- Interviewing each identified individual to confirm standing;
- Explaining the identified individual's option to settle § 2255 claims pursuant to the Agreement;
- Explaining Mr. Epstein's waivers as to jurisdiction, liability and damages only if the identified individuals elect to settle claims pursuant to the Agreement;

- Explaining the capacity of his representation, including an explanation that his role is limited to negotiating settlement amounts for each identified individual;
- Negotiating a total amount with Mr. Epstein pursuant to the Agreement for each identified individual;
- Distribute the monies to each identified individual in the manner he sees fit; and
- Assure that the United States Attorney's Office and the FBI not be involved in the civil settlement or litigation.

If any of the identified individuals decide not to utilize Judge Davis pursuant to the Agreement, they may proceed on their own, but by doing so, they would not be proceeding as contemplated by Paragraph 8 and therefore may not continue to be represented by Judge Davis.

Marie indicated in her message that she would be talking to Jay Lefkowitz tomorrow. In the interest of finality on this matter, I would greatly appreciate it if you could confirm for me that both the settlement procedure and the scope of Judge Davis' representation is resolved.

Finally, I find it imperative that we have a meeting later this week with you to finalize this agreement. It should not take longer than 90 minutes. I hope you can set aside the time.

Jeff, I greatly appreciate your efforts in helping to resolve this matter. I look forward to hearing from you shortly regarding your availability.

Very truly yours,

/s/

Lilly Ann Sanchez

cc: Jay Lefkowitz, Esq.
Alan Dershowitz, Esq.
Martin Weinberg, Esq.

[Enc] W:\71200\LETTR282.LAS(10/8/7-20:25)

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
nt: Tuesday, October 09, 2007 5:09 PM
to: Lilly Ann Sanchez
Cc: Sloman, Jeff (USAFLS)
Subject: Jeffrey Epstein
Attachments: 071009 Sanchez Ltr.pdf

Dear Lilly: Enclosed please find a response to your letter to Jeff Sloman. You can reach me at 561 [REDACTED]

Thank you.

Marie



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

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

October 9, 2007

VIA ELECTRONIC MAIL

Lilly Ann Sanchez, Esq.
Fowler White Burnett
1395 Brickell Ave Fl 14
Miami Florida 33131-3300

Re: Jeffrey Epstein

Dear Lilly:

Thank you for your letter to First Assistant Sloman regarding the selection of an attorney to represent the victims identified in the investigation of Mr. Epstein. While I appreciate your client's interest in a resolution of the victim's claims without the filing of lawsuits, I do not believe that your proposal falls within the terms of the Non-Prosecution Agreement signed by your client and the United States.

I would recommend the following. The U.S. Attorney's Office would ask Judge Davis to assist in the selection of one or more attorneys to represent the identified victims. If Judge Davis is willing to perform that limited service pro bono, Mr. Epstein will not need to pay for that service. The United States would provide Judge Davis with a list of criteria for the selection of the attorney(s).

The selected attorney(s) would represent the victim(s) on a contingency fee basis, pursuant to a fee agreement reached between the victim(s) and the attorney(s). If he deems it appropriate, Judge Davis can propose the terms of that agreement, subject to acceptance by the victim. The lawyer(s) can interview each potential client to determine how they want to proceed – including whether she wants to use the attorney selected by Judge Davis or if she wants to choose her own attorney. Judge Davis can advise the selected attorney(s) of Mr. Epstein's desire to settle the cases out of court using Judge Davis as the mediator/special master, which the attorneys can report to their clients. If any one or more of the victims, in consultation with their independent counsel, wants to mediate the case, and agrees that Judge Davis should serve as the mediator/special master, they can proceed accordingly. At that point, Mr. Epstein's payment of Judge Davis's fees would be more appropriate.

LILLY ANN SANCHEZ, ESQ.
OCTOBER 9, 2007
PAGE 2

I am out of the District, so I am not available to meet with you this week. I am available for a telephone conference tomorrow at 5:00 p.m. or Thursday at 5:00 p.m., if you would like to discuss this in more detail. I also have not heard any more from Jay Lefkowitz or Guy Lewis, so please let me know whether I need to contact them directly or if you will share this information with them.

Thank you for your assistance.

Sincerely,

R. Alexander Acosta
United States Attorney

By: *s/A. Marie Villafaña*
A. Marie Villafaña
Assistant United States Attorney

cc: Jeffrey Sloman, Esq.

Villafana, Ann Marie C. (USAFLS)

From: Sloman, Jeff (USAFLS)
Sent: Monday, October 22, 2007 4:41 PM
To: Jay Lefkowitz
Cc: Acosta, Alex (USAFLS); Villafana, Ann Marie C. (USAFLS)
Subject: Epstein
Attachments: 071015 Special Master Letter3.wpd; Addendum.wpd

Jay,

The Judge Davis issue is a non-starter. We've beaten that horse to death. Regarding your contention that "the attorney representative be told clearly that Mr. Epstein has agreed to pay the lawyer's hourly rate only for the time he or she spends working to effectuate settlements for the identified women," Alex and I agree that paragraph 7C is sufficient, Regarding the other points, we have made the following concessions:

1. Regarding the language concerning a lawyer whose firm is sizeable enough to litigate multiple trials simultaneously, I have removed paragraph 4 on page 3 of the letter.
2. Regarding the 150k statutory limit language, I have included a footnote which should satisfy your concern.
3. Regarding language there may be discovery to test the claims of alleged "victims", please see new paragraph 4 on page 3 which now states as criteria that the firm should have "Experience litigating against large law firms and high profile attorneys who may test the veracity of the victims' claims."

have attached the Addendum and the revised letter to Judge Davis. Jay, this needs to be concluded. Alex and I believe that this is as far as we can go. Therefore, please advise me whether we have a deal no later than COB tomorrow, Tuesday, October 23, 2007. Thanks,

Jeff

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Friday, October 19, 2007 4:05 PM
To: Sloman, Jeff (USAFLS)
Subject: Re:

Jeff -

I have reviewed your proposed language and wanted to raise a few areas of concern.

First, I am not sure why we are not just asking Judge Davis to represent these women. If he is available, that would save us a whole additional layer of process. I had thought that was initially the idea. I am not sure why you seem to be moving in another direction.

I also cannot understand why the draft affirmatively requests that J Davis select a lawyer whose firm is sizeable enough to litigate multiple trials simultaneously. That seems to be directly at odds with the purpose of the agreement, which is to facilitate out of court settlements. Indeed, to the extent any woman were to elect to bring an action against Mr. Epstein, she would not only be free to select any lawyer of her choice, but would be restricted from using the lawyer representative in this capacity due to the conflicts of

interests that would cause. This part of your proposed language is of significant concern to me.

Your letter also indicates the 150k statutory limit without reference to the pre-existing 50G limit. To be sure, any of the women are free to seek whatever settlement they want, but even the question that exists about the statutory amount, the letter should not state definitively that it will be 150k.

In addition, you have omitted a few important items from your proposal. Given that Judge Davis or any other potential attorney representative should understand the scope of the work, the language should make clear that there may be discovery to test the claims of alleged "victims."

Finally, I think it is important that the attorney representative be told clearly that Mr. Epstein has agreed to pay the lawyer's hourly rate only for the time he or she spends working to effectuate settlements for the identified women.

Jay

----- Original Message -----

From: "Sloman, Jeff (USAFLS)" [Jeff.Sloman@usdoj.gov]
Sent: 10/17/2007 01:58 PM AST
To: Jay Lefkowitz
Subject: RE:

<<071015 Special Master Letter2.wpd>> Jay,

Here's our proposed letter to the special master.

Jeff

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Tuesday, October 16, 2007 9:26 AM
To: Sloman, Jeff (USAFLS)
Subject:

Jeff - is there a time today we can speak?

How about 430 pm?

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to postmaster@kirkland.com, and destroy this communication and all copies thereof, including all attachments.

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U.S. Department of Justice

United States Attorney
Southern District of Florida

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

October __, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. Davis (Ret.)
Akerman Senterfitt
One Southeast Third Avenue, 25th Floor
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge Davis:

Thank you for agreeing to serve as a Special Master and for assisting the United States Attorney's Office in the selection of an attorney representative to represent a group of identified victims. This letter is meant to assist you in performing your duties by providing you with background information regarding the agreement between the United States and Jeffrey Epstein and the duties that the attorney representative will have to perform.

The Federal Bureau of Investigation and the U.S. Attorney's Office conducted an investigation of Mr. Epstein. As a result of that investigation, the U.S. Attorney's Office and Mr. Epstein entered into a Non-Prosecution Agreement and an Addendum that contains *inter alia*, the following terms:

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 7C, 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. § 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 § 2255 to bear the costs of the attorney representative, shall cease.

8.If any of the individuals referred to [in the paragraphs above] 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 agreed to between Epstein and the identified individual, 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, with respect 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 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 [the above paragraphs], 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.

The most recent version of the statute referenced above, 18 U.S.C. § 2255, provides that:

Any person who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title and who suffers personal injury as a result of such violation, regardless of whether the injury occurred while such person was a minor, 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. Any person as described in the preceding sentence shall be deemed to have sustained damages of no less than \$150,000 in value.¹

Section 2422 prohibits the use of a facility of interstate commerce to induce minors to engage in sexual activity and prostitution, and section 2423 prohibits interstate travel for the purpose of engaging in sexual activity or prostitution with minors. The United States has identified _____ victims as defined by this statute.

Due to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:

1. Experience doing both plaintiffs' and defense litigation.
2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women (the victims' current ages are between 16 and 24).
4. Experience litigating against large law firms and high profile attorneys who

¹ An earlier version of this statute deems that any person described in the preceding sentence shall have sustained damages of no less than \$50,000 in value.

may test the veracity of the victims' claims.

5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.
7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached.
8. The ability to negotiate effectively.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good faith objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

If I can provide you with any further information, please do not hesitate to contact me. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

Jeffrey Sloman
First Assistant United States Attorney

cc: AUSA A. Marie Villafaña

IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

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:

- A. 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.
- B. 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*.
- C. Pursuant to additional paragraph A, 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: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Content: Monday, October 22, 2007 5:10 PM
To: Sloman, Jeff (USAFLS)
Cc: Acosta, Alex (USAFLS); Villafana, Ann Marie C. (USAFLS)
Subject: Re: Epstein
Attachments: 071015 Special Master Letter3.wpd; Addendum.wpd

Jeff -- I will review these materials this evening and be in touch with you tomorrow with the expectation of wrapping this up by the end of the day. One question I have, however, is why you say that Judge Davis is a non-starter. I understood that he was ready, willing and able to serve as the attorney representative. If you have had conversations with him and that is not the case, please let me know.

I will go over the other issues you raise in your email and will look forward to speaking tomorrow.

Thanks -- Jay

"Sloman, Jeff (USAFLS)" <Jeff.Sloman@usdoj.gov>

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>

cc "Acosta, Alex (USAFLS)" <Alex.Acosta@usdoj.gov>, "Villafana, Ann Marie C. (USAFLS)" <Ann.Marie.C.Villafana@usdoj.gov>

10/22/2007 04:40 PM

Subject Epstein

Jay,

The Judge Davis issue is a non-starter. We've beaten that horse to death. Regarding your contention that "the attorney representative be told clearly that Mr. Epstein has agreed to pay the lawyer's hourly rate only for the time he or she spends working to effectuate settlements for the identified women," Alex and I agree that paragraph 7C is sufficient. Regarding the other points, we have made the following concessions:

1. Regarding the language concerning a lawyer whose firm is sizeable enough to litigate multiple trials simultaneously, I have removed paragraph 4 on page 3 of the letter.
2. Regarding the 150k statutory limit language, I have included a footnote which should satisfy your concern.
3. Regarding language there may be discovery to test the claims of alleged "victims", please see new paragraph 4 on page 3 which now states as criteria that the firm should have "Experience litigating against large law firms and high profile attorneys who may test the veracity of the victims' claims."

I have attached the Addendum and the revised letter to Judge Davis. Jay, this needs to be concluded. Alex and I believe that this is as far as we can go. Therefore, please advise me whether we have a deal no later than COB tomorrow, Tuesday, October 23, 2007. Thanks,

Jeff

-----Original Message-----

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Friday, October 19, 2007 4:05 PM
To: Sloman, Jeff (USAFLS)
Subject: Re:

ff -

I have reviewed your proposed language and wanted to raise a few areas of concern.

First, I am not sure why we are not just asking Judge Davis to represent these women. If he is available, that would save us a whole additional layer of process. I had thought that was initially the idea. I am not sure why you seem to be moving in another direction.

I also cannot understand why the draft affirmatively requests that J Davis select a lawyer whose firm is sizeable enough to litigate multiple trials simultaneously. That seems to be directly at odds with the purpose of the agreement, which is to facilitate out of court settlements. Indeed, to the extent any woman were to elect to bring an action against Mr. Epstein, she would not only be free to select any lawyer of her choice, but would be restricted from using the lawyer representative in this capacity due to the conflicts of interests that would cause. This part of your proposed language is of significant concern to me.

Your letter also indicates the 150k statutory limit without reference to the pre-existing 50G limit. To be sure, any of the women are free to seek whatever settlement they want, but given the question that exists about the statutory amount, the letter should not state definitely that it will be 150k.

In addition, you have omitted a few important items from your proposal. Given that Judge Davis or any other potential attorney representative should understand the scope of the work, the language should make clear that there may be discovery to test the claims of alleged "victims."

Finally, I think it is important that the attorney representative be told clearly that Mr. Epstein has agreed to pay the lawyer's hourly rate only for the time he or she spends working to effectuate settlements for the identified women.

Jay

----- Original Message -----
From: "Sloman, Jeff (USAFLS)" [Jeff.Sloman@usdoj.gov]
Sent: 10/17/2007 01:58 PM AST
To: Jay Lefkowitz
Subject: RE:

<<071015 Special Master Letter2.wpd>> Jay,

Here's our proposed letter to the special master.

Jeff

-----Original Message-----
From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Tuesday, October 16, 2007 9:26 AM
To: Sloman, Jeff (USAFLS)
Subject:

Jeff - is there a time today we can speak?

How about 430 pm?

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to postmaster@kirkland.com, and destroy this communication and all copies thereof, including all attachments.

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Villafana, Ann Marie C. (USAFLS)

From: Sloman, Jeff (USAFLS)
Content: Wednesday, October 24, 2007 3:45 PM
To: Jay Lefkowitz
Cc: Villafana, Ann Marie C. (USAFLS); Acosta, Alex (USAFLS)
Subject: Epstein - Addendum and Letter to Judge Davis



Addendum.wpd 071015 Special
Master Letter4....

Jay,

Pursuant to our conversation, here is the revised letter and a new addendum. The only change to the addendum is that I renumbered the new paragraphs from A,B, and C to 7A, 7B, and 7C. Once you approve, I will contact Judge Davis and send him the letter. Please execute the addendum, PDF the executed original to me as soon as possible and Fed Ex the original to me thereafter.

Jeff

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

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: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

*99 N.E. 4th Street
Miami, FL 33132-2111
(305) 961-9299
Facsimile: (305) 530-6444*

October __, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. Davis (Ret.)
Akerman Senterfitt
One Southeast Third Avenue, 25th Floor
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge Davis:

Thank you for agreeing to serve as a Special Master and for assisting the United States Attorney's Office in the selection of an attorney representative to represent a group of identified victims. This letter is meant to assist you in performing your duties by providing you with background information regarding the agreement between the United States and Jeffrey Epstein and the duties that the attorney representative will have to perform.

The Federal Bureau of Investigation and the U.S. Attorney's Office conducted an investigation of Mr. Epstein. As a result of that investigation, the U.S. Attorney's Office and Mr. Epstein entered into a Non-Prosecution Agreement and an Addendum that contains *inter alia*, the following terms:

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 7C, *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. § 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 § 2255 to bear the costs of the attorney representative, shall cease.

8.If any of the individuals referred to [in the paragraphs above] 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 agreed to between Epstein and the identified individual, 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, with respect 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 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 [the above paragraphs], 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.

The most recent version of the statute referenced above, 18 U.S.C. § 2255, provides that:

Any person who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title and who suffers personal injury as a result of such violation, regardless of whether the injury occurred while such person was a minor, 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. Any person as described in the preceding sentence shall be deemed to have sustained damages of no less than \$150,000 in value.¹

Section 2422 prohibits the use of a facility of interstate commerce to induce minors to engage in sexual activity and prostitution, and section 2423 prohibits interstate travel for the purpose of engaging in sexual activity or prostitution with minors. The United States has identified 34 victims as defined by this statute.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good faith objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

¹ An earlier version of this statute deems that any person described in the preceding sentence shall have sustained damages of no less than \$50,000 in value.

THE HON. EDWARD B. DAVIS (RET.)
OCTOBER __ 2007
PAGE 4 OF 4

If I can provide you with any further information, please do not hesitate to contact me. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

Jeffrey Sloman
First Assistant United States Attorney

cc: AUSA A. Marie Villafaña

Villafana, Ann Marie C. (USAFLS)

From: Sloman, Jeff (USAFLS)
Sent: Wednesday, October 24, 2007 5:30 PM
To: Jay Lefkowitz
Cc: Villafana, Ann Marie C. (USAFLS); Acosta, Alex (USAFLS)
Subject: Epstein - Letter to Judge Davis

Jay,

Here is the latest and hopefully final version of the letter to Judge Davis.

Jeff



071015 Special
Master Letter5....



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

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

October __, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. Davis (Ret.)
Akerman Senterfitt
One Southeast Third Avenue, 25th Floor
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge Davis:

Thank you for agreeing to serve as a Special Master and for assisting the United States Attorney's Office in the selection of an attorney representative to represent a group of identified victims. This letter is meant to assist you in performing your duties by providing you with background information regarding the agreement between the United States and Jeffrey Epstein and the duties that the attorney representative will have to perform.

The Federal Bureau of Investigation and the U.S. Attorney's Office conducted an investigation of Mr. Epstein. As a result of that investigation, the U.S. Attorney's Office and Mr. Epstein entered into a Non-Prosecution Agreement and an Addendum that contains *inter alia*, the following terms:

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 7C, 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. § 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 § 2255 to bear the costs of the attorney representative, shall cease.

8.If any of the individuals referred to [in the paragraphs above] 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 agreed to between Epstein and the identified individual, 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, with respect 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 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 [the above paragraphs], 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.

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Section 2422 prohibits the use of a facility of interstate commerce to induce minors to engage in sexual activity and prostitution, and section 2423 prohibits interstate travel for the purpose of engaging in sexual activity or prostitution with minors. The United States has identified 34 victims as defined by this statute. The United States takes no position as to the validity of any such claim under this statute.

Due to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:

1. Experience doing both plaintiffs' and defense litigation.
2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women.
4. Experience litigating against large law firms and high profile attorneys who

¹ An earlier version of this statute deems that any person described in the preceding sentence shall have sustained damages of no less than \$50,000 in value.

may test the veracity of the victims' claims.

5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.
7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached (defense counsel has reserved the right to challenge such litigation).
8. The ability to negotiate effectively.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good faith objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

If I can provide you with any further information, please do not hesitate to contact me and/or the U.S. Attorney and/or Jay Lefkowitz, Esq. on behalf of Epstein. Mr. Lefkowitz can be reached at [REDACTED] - Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

Jeffrey Sloman
First Assistant United States Attorney

cc: AUSA A. Marie Villafaña



U.S. Department of Justice

United States Attorney
Southern District of Florida

99 N.E. 4th Street
Miami, FL 33132
Telephone: (305) 961-9299
Facsimile: (305) 530-6444

October 25, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. Davis (Ret.)
Akerman Senterfitt
One Southeast Third Avenue, 25th Floor
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge Davis:

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Due to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:

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2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women.
4. Experience litigating against large law firms and high profile attorneys who

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may test the veracity of the victims' claims.

5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.
7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached (defense counsel has reserved the right to challenge such litigation).
8. The ability to negotiate effectively.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good faith objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

If I can provide you with any further information, please do not hesitate to contact me and/or the U.S. Attorney and/or Jay Lefkowitz, Esq. on behalf of Epstein. Mr. Lefkowitz can be reached at [REDACTED] - Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By:



Jeffrey Sloman
First Assistant United States Attorney

cc: AUSA A. Marie Villafaña

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	3333	
CONNECTION TEL		912124464900
SUBADDRESS		
CONNECTION ID		
ST. TIME	10/25 13:17	
USAGE T	01'55	
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RESULT	OK	



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

UNITED STATES ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF FLORIDA
99 NE 4TH STREET
MIAMI, FLORIDA 33132-2111

Jeffrey H. Sloman
First Assistant U.S. Attorney
305 961 9299

Cyndee Campos
Staff Assistant
305 961 9461
305 530-6444 fax

FACSIMILE TRANSMISSION
COVER SHEET

DATE: October 25, 2007

TO: Jay P. Lefkowitz

FAX NUMBER: [REDACTED]

SUBJECT: Special Master

Campos, Cyndee (USAFLS)

From: Campos, Cyndee (USAFLS)
Sent: Thursday, October 25, 2007 12:14 PM
To: 'lefkowitz@kirkland.com'
Subject: Scanned Document



specialmaster.pdf

Sent on behalf of Jeff Sloman, FAUSA

Villafana, Ann Marie C. (USAFLS)

From: Sloman, Jeff (USAFLS)
nt: Wednesday, October 31, 2007 11:51 AM
nt: Jay Lefkowitz
Subject: RE: Epstein

Jay,

Regarding your statement that "we are beginning to think about what discovery we may need to take to verify any claims", I remind you that paragraph 8 Of the agreement states that 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 USC s 2255 and agrees to waive any other claim for damages" That being said, you are correct in assuming that we do not want to be copied on anything related to discovery. Monitoring the status of the negotiations/litigation by this Office is limited to insuring that the terms and conditions of the Non-Prosecution Agreement are not breached.

Jeff

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Tuesday, October 30, 2007 4:54 PM
To: Sloman, Jeff (USAFLS)
Cc: Acosta, Alex (USAFLS)
Subject: Re: Epstein

Thanks Jeff.

I haven't heard anything from Judge Davis. I assume he is still willing to take on the role you asked him to take on, but can you please let me know if that is not the case?

Also, we are beginning to think about what discovery we may need to take to verify any claims. I am assuming that your office does not want to be copied on any subpoenas or anything related to discovery. But please let me know if that is an incorrect assumption.

Thanks - Jay

----- Original Message -----

From: "Sloman, Jeff (USAFLS)" [Jeff.Sloman@usdoj.gov]
Sent: 10/30/2007 02:42 PM AST
To: Jay Lefkowitz
Cc: "Acosta, Alex (USAFLS)" <Alex.Acosta@usdoj.gov>
Subject: Epstein

Jay,
Here is an executed version of the addendum. Please Fed Ex the original signature pages to me. Thanks,

Jeff

epstein addendum 10 30.pdf>>

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to postmaster@kirkland.com, and destroy this communication and all copies thereof, including all attachments.

Sloman, Jeff (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Thursday, November 08, 2007 1:24 PM
To: Sloman, Jeff (USAFLS)

Jeff - was in court all day yesterday and in Chicago today. But I am responding to your letter and will get it out to you later today. Please rest assured we have no intention of not complying with the agreement.

Thanks - Jay

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Sloman, Jeff (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Friday, November 16, 2007 2:00 PM
To: Sloman, Jeff (USAFLS)

Jeff - Beyond my letter the other day, and your email to me from a few weeks ago, is there anything else you need from me regarding the plea and sentencing dates.

As we discussed, and as we have confirmed, the Court has told us she will handle both at the same time (plea before sentencing, obviously), and to the agreed-upon counts, on Jan 4. I trust I have cleared up any confusion regarding Jan 7.

Thx. Jay

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Sloman, Jeff (USAFLS)

From: Sloman, Jeff (USAFLS)
Sent: Tuesday, November 27, 2007 1:55 PM
To: Jay Lefkowitz
Cc: Acosta, Alex (USAFLS)
Subject: Epstein

Jay,

Please accept my apologies for not getting back to you sooner but I was a little under the weather yesterday. I hope that you enjoyed your Thanksgiving.

Regarding the issue of due diligence concerning Judge Davis' selection, I'd like to make a few observations. First, Guy Lewis has known for some time that Judge Davis was making reasonable efforts to secure Aaron Podhurst and Bob Josephsberg for this assignment. In fact, when I told you of Judge Davis's selection during our meeting last Wednesday, November 21st, you and Professor Dershowitz seemed very comfortable, and certainly not surprised, with the selection. Podhurst and Josephsberg are no strangers to nearly the entire Epstein defense team including Guy Lewis, Lili Ann Sanchez, Roy Black, and, apparently, Professor Dershowitz who said he knew Mr. Josephsberg from law school. Second, Podhurst and Josephsberg have long-standing stellar reputations for their legal acumen and ethics. It's hard for me to imagine how much more vetting needs to be done.

The United States has a statutory obligation (Justice for All Act of 2004) to notify the victims of the anticipated upcoming events and their rights associated with the agreement entered into by the United States and Mr. Epstein in a timely fashion. Tomorrow will make one full week since you were *formally* notified of the selection. I must insist that the vetting process come to an end. Therefore, unless you provide me with a *good faith* objection to Judge Davis's selection by COB tomorrow, November 28, 2007, I will authorize the notification of the victims. Should you give me the go-ahead on Podhurst and Josephsberg selection by COB tomorrow, I will simultaneously send you a draft of the letter. I intend to notify the victims by letter after COB Thursday, November 29th. Thanks,

Jeff

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December 7, 2007

Jeffrey Sloman
First Assistant United States Attorney
United States Attorney's Office
Southern District of Florida
500 South Australian Avenue, Suite 400
West Palm Beach, Florida 33401

Re: Jeffrey Epstein

Dear Jeff:

Pursuant to your letter dated December 6, 2007, attached is a signed Affirmation of the Non-Prosecution Agreement and Addendum to same dated October 30, 2007 (collectively "Agreement") signed by my client Jeffrey E. Epstein (see attached).

Moreover, pursuant to the terms of the Agreement, please note that the plea and sentencing hearing have been scheduled for January 4, 2008 at 8:30 a.m. before Judge Sandra McSorley (please see attached notice of hearing). In addition, as expressed in my voicemail message to you earlier, I would request that the Office hold off on sending any victim notification letters until we can further discuss the contents therein. Please call me at your earliest convenience.

Sincerely,



Lilly Ann Sanchez

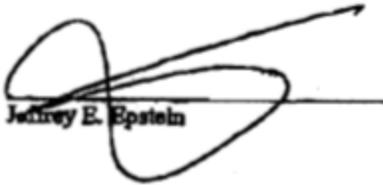
cc. Alex A. Acosta
Judge Kenneth Star

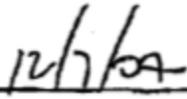
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FOWLER WHITE BURNETT P.A.

Affirmation

I, Jeffrey E. Epstein do hereby re-affirm the Non-Prosecution Agreement and Addendum to same dated October 30, 2007.


Jeffrey E. Epstein


Date

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

CASE NO.: 2006CF009454AXX

STATE OF FLORIDA

vs.

JEFFREY EPSTEIN,

Defendant.

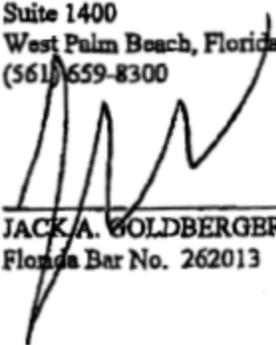
NOTICE OF HEARING

PLEASE TAKE NOTICE that the undersigned has called up for hearing the following:

JUDGE: Sandra McSorley
DATE: January 4, 2008
TIME: 8:30 a.m.
PLACE: Room 11F, Palm Beach County Courthouse
MATTER: Plea Conference

I HEREBY CERTIFY that a copy of the foregoing has been furnished by mail to Lanna Belohlavek, Esquire, State Attorney's Office, 401 North Dixie Highway, West Palm Beach, Florida 33401 this 7th day of December, 2007.

ATTERBURY, GOLDBERGER & WEISS, P.A.
250 Australian Avenue South
Suite 1400
West Palm Beach, Florida 33401
(561) 659-8300



JACK A. GOLDBERGER, ESQUIRE
Florida Bar No. 262013

cc: The Honorable Sandra McSorley