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E-Mail: [REDACTED]

October 21, 2009

[REDACTED]  
U.S. Attorney's Office  
500 South Australian Avenue, Suite 400  
West Palm Beach, FL 33401

RE: Jeffrey Epstein

Dear Maria:

I am in receipt of your letter dated Sept 18, 2009, and believe it is necessary to correct certain inaccuracies contained in that communication.

First, you state that the Non-Prosecution Agreement "called for Mr. Epstein to serve eighteen months in county jail followed by twelve months of community control." In fact, the Non-Prosecution Agreement, at ¶ 2 (a) and (b) required, instead, that Mr. Epstein "shall be sentenced," as in fact he was, to consecutive sentences of 12 and 6 months followed by a 12-month community control probation sentence. Additionally, ¶ 12 of the Non-Prosecution Agreement specifically states that Epstein is entitled to "eligibility for gain time credit based on standard rules and regulations that apply in the state of Florida," thus clearly contemplating that the 18-month jail sentence would be reduced by standard gain time credit. In short, the Agreement expressly contemplated gain time and in no respect contained a requirement that Epstein "serve" 18 months in county jail. As in the federal system, there is no day-to-day conformity between the length of an imposed sentence and the number of days that such a sentence obligates a defendant to serve.

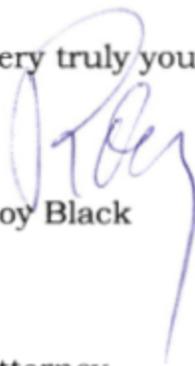
Second, you state that Mr. Epstein's gain time was "based upon Mr. Epstein's 'work release.'" Mr. Epstein's gain time was not in any way tied to or dependent upon his work release; instead, it was calculated according to the same state law and procedures applicable to each sentenced state prisoner as contemplated by the Non-Prosecution Agreement, ¶ 12 quoted above.

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Third, the facts that you recite regarding the single occasion where Mr. Epstein "was found . . . walking to work" are at odds with what actually occurred. Epstein had specific authorization to walk to work, this authorization was verified by the police with Epstein's probation officer, and the street on which Epstein was actually stopped was in a direct route to Epstein's office. Epstein was stopped on the sidewalk at the intersection of South Ocean Boulevard and Clarke Avenue. In order to avoid walking through town, Epstein took a street that was one block east, in what is generally a less populated route. The matter was fully investigated, and Epstein was found to be in total compliance with his community control probation restrictions. Moreover, the distance to Epstein's office from the location where he was stopped is, according to our calculations, less than three miles, not the eight miles as you allege.

Finally, it is important to stress that my letter to you of September 1, 2009, was another example of Epstein (and his counsel's) commitment to conform to the requirements of the Non-Prosecution Agreement. Agreements between the government and its citizens "are generally construed according to the principles of contract law, and the government, as drafter, must be held to an agreement's literal terms," *United States v Anglin*, 215 F.3d 1064, 1066 (9<sup>th</sup> Cir, 2000). We believe Epstein has conformed to the Agreement's requirements and would welcome the opportunity to meet with you to make sure each party has a common view of its obligations and rights.

Very truly yours,



Roy Black

RB/wg

cc: Jeff Sloman, Esq., Acting U.S. Attorney

Black, Srebnick, Kornspan & Stumpf, P.A.

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