



"Acosta, Alex (USAFLS)"

09/21/2007 11:49 AM

To [REDACTED]

cc

bcc

Subject Re: Call today

I am happy to talk.

My caveat is that in the middle of negotiations, u try to avoid undermining my staff by allowing "interlocutory" appeals so to speak so I'd want [REDACTED] on the call

I'll have her set something up.

Alex

-----  
Sent from my BlackBerry Wireless Handheld

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

[REDACTED]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*





[REDACTED] r,  
[REDACTED] n

[REDACTED] a  
[REDACTED] s

[REDACTED] r  
[REDACTED] a

[REDACTED] a  
[REDACTED] a

[REDACTED] in  
[REDACTED] s.

[REDACTED] b

[REDACTED] b

[REDACTED] b

[REDACTED] b

[REDACTED] b

[REDACTED] a

[REDACTED] y

[REDACTED] b

[REDACTED] b



[REDACTED]

[REDACTED]





"Acosta, Alex (USAFLS)"

[Redacted]

09/23/2007 04:33 PM

To: [Redacted]

[Redacted]

cc

bcc

Subject Re:

Jay -

I do not mean to be difficult, but our negotiations must take place with the AUSAs assigned to the case.

[Redacted] and [Redacted] have discussed this matter at length with me and several others in the office several times, including today. They have discretion to proceed as they believe just and appropriate.

I will be out of pocket much of Monday on travel. I know that you and others will be here and want to make sure that my absence do not cause any delays. [Redacted] and [Redacted] have authority to proceed as they, in their professional opinion, consider best.

Alex.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz [Redacted]  
To: Acosta, Alex (USAFLS) [Redacted]  
Sent: Sun Sep 23 14:11:57 2007

[Large redacted block]

[REDACTED]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

10/11/2007 12:20 PM

To <[redacted]>

cc

bcc

Subject Re:

History: This message has been replied to.

I'm speaking to the PB bar at noon, but promised to attend their morning session from 9 to 10 30.

7, 7 30 or even 8 am if that is better should give us plenty of time. The convention center is 5 moin away. So I'm not leaving the hotel until 8 45.

Pick whatever is most convenient for you.

Alex

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz  
To: Acosta, Alex (USAFLS)  
Sent: Thu Oct 11 11:34:56 2007

[redacted]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex  
(USAFLS)"

To

cc

bcc

10/11/2007 02:31  
PM

Subject Fw: WPB Marriott 1001 Okeechobee Blvd. West Palm  
Beach, FL 33401

History:

This message has been replied  
to.

Jay - see you at 7. Address is below. Alex.

-----  
Sent from my BlackBerry Wireless Handheld

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

From:

<ACastillo@usa.doj.gov>

To: Acosta, Alex (USAFLS)

Sent: Thu Oct 11 12:49:09 2007

Subject: WPB Marriott 1001 Okeechobee Blvd. West Palm  
Beach, FL 33401



# ACOSTA



"Acosta, Alex (USAFLS)"

To "Jay Lefkowitz"

cc

bcc

10/18/2007 12:29 PM

Subject RE: Follow up

History

This message has been replied to.

Jeff -- Can you see any issues with this? If not, please confirm with Jay.

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

From: Jay Lefkowitz [mailto: ]  
Sent: Thursday, October 18, 2007 10:12 AM  
To: Acosta, Alex (USAFLS)  
Subject: Follow up

[Redacted content]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

To [Redacted]

cc

bcc

11/19/2007 02:25 PM

Subject Re: important

History

This message has been replied to.

Jay -- the 2pm is outside the office. Won't be back until about 3. How about then?

-----  
Sent from my BlackBerry Wireless Handheld

----- Original Message

From: Jay Lefkowitz <[Redacted]>  
To: Acosta, Alex (USAFLS)  
Sent: Mon Nov 19 11:59:25 2007  
Subject: Re: important

[Large redacted block of text]

"Acosta, Alex (USAFLS)" <[Redacted]>

11/19/2007 10:46 AM

To

cc

Subject

Re: important

Jay -

I'm around mid afternoon tuesday (have a very early dinner) and early wed (have an appt outside the office from 11 30 to 2).

Should I bring jeff (if there's business to talk, he is handling epstein)?

Alex.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz <[REDACTED]>  
To: Acosta, Alex (USAFLS)  
Sent: Mon Nov 19 09:31:12 2007  
Subject: important

[REDACTED]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"



11/20/2007 03:58 PM

To <[redacted]>

cc

bcc

Subject Re:

Yes. See you then.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz <[redacted]>

To: Acosta, Alex (USAFLS)

Sent: Tue Nov 20 15:39:34 2007



\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

To "Jay Lefkowitz" <[REDACTED]>

cc

bcc

11/21/2007 11:44 AM

Subject RE:

History This message has been replied to.

I'm on my way to a mtg outside the office. Unlikely to be before 3pm.

That said, Jeff is around if you want to talk with him re the 2255.

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

From: Jay Lefkowitz [mailto:[REDACTED]]

Sent: Wednesday, November 21, 2007 11:38 AM

To: Acosta, Alex (USAFLS)

Subject:

[REDACTED]

\*\*\*\*\*

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.

\*\*\*\*\*



"Acosta, Alex (USAFLS)"

To <[redacted]>  
cc  
bcc

12/20/2007 02:19 PM Subject Re: Important

If you do prefer to talk, 10 to noon, or 2 to 3 would work.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Acosta, Alex (USAFLS)  
To: '[redacted]' Sloman, Jeff (USAFLS)  
Sent: Thu Dec 20 13:46:25 2007  
Subject: Re: Important

Sure. Not a problem. We can also talk by phone if that's easier.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz <[redacted]>  
To: Acosta, Alex (USAFLS)  
Sent: Thu Dec 20 13:37:33 2007  
Subject: Important

[Large redacted block]

\*\*\*\*\*  
\*\*\*\*\*

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.  
\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

To: [REDACTED]  
cc: [REDACTED]  
bcc: [REDACTED]

12/27/2007 01:32 PM Subject Re:

Not a probelm. We can talk later in the week or weekend if its easier.

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz <[REDACTED]>  
To: Acosta, Alex (USAFLS)  
Cc: Sloman, Jeff (USAFLS); [REDACTED] (USAFLS)  
Sent: Thu Dec 27 12:21:50 2007  
Subject: Re:

[REDACTED]

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

From: "Acosta, Alex (USAFLS)" [REDACTED]  
Sent: 12/27/2007 11:37 AM EST  
To: Jay Lefkowitz  
Cc: "Sloman, Jeff (USAFLS)" [REDACTED]  
[REDACTED]  
Subject: RE:

Jay -- I just reviewed the letter. I agree that we should talk. Can you give me some times that work on your end, and we'll try to set something up?

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

From: Jay Lefkowitz [mailto:[REDACTED]]  
Sent: Wednesday, December 26, 2007 2:02 PM  
To: Acosta, Alex (USAFLS)  
Subject:

[REDACTED]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

To: [Redacted], "Sloman, Jeff (USAFLS)"

[Redacted] (USAFLS)

cc

bcc

12/28/2007 02:16 PM

Subject Re:

Jay - I don't know what will happen at this point. May be best to wait until after we speak monday morning. Alex

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz [Redacted]  
To: Acosta, Alex (USAFLS)  
Sent: Fri Dec 28 13:52:31 2007  
Subject: Re:

[Redacted]

[Redacted]

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

From: "Acosta, Alex (USAFLS)" [Redacted]  
Sent: 12/28/2007 01:35 PM EST  
To: Jay Lefkowitz  
Subject: Re:

Jay \_

I want to respect your sabbath. Let's just talk monday morning. Would 11 am work?

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz [Redacted]  
To: Acosta, Alex (USAFLS)  
Sent: Fri Dec 28 12:51:13 2007

[Redacted]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex  
(USAFLS)"

To "Jay Lefkowitz" [REDACTED]

cc

bcc

12/31/2007 11:05  
AM

Subject RE:

Will do. 3 min.

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

From: Jay Lefkowitz [mailto:[REDACTED]]  
Sent: Monday, December 31, 2007 11:02 AM  
To: Acosta, Alex (USAFLS)  
Subject:

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*



Jay Lefkowitz/New  
York/Kirkland-Ellis  
01/02/2008 03:44 PM

To "Acosta, Alex (USAFLS)" <[redacted]>  
cc "Acosta, Alex (USAFLS)" <[redacted]>  
"Sloman, Jeff (USAFLS)" <[redacted]>  
bcc

Subject RE: [redacted]

[redacted]

"Acosta, Alex (USAFLS)" [redacted]



"Acosta, Alex  
(USAFLS)"  
[redacted]@  
01/02/2008  
03:36 PM

To "Acosta, Alex (USAFLS)" [redacted] "Ja  
Lefkowitz" <[redacted]>  
cc [redacted]  
"Sloman, Jeff (USAFLS)" [redacted]  
Subject RE:

Actually, the morning is bad. How about 3pm or 4pm?

**From:** Acosta, Alex (USAFLS)  
**Sent:** Wednesday, January 02, 2008 3:33 PM  
**To:** Jay Lefkowitz  
**Cc:** Castillo, Annette (USAFLS); Sloman, Jeff (USAFLS)  
**Subject:** RE:

11 am?

**From:** Jay Lefkowitz [mailto:[redacted]]  
**Sent:** Wednesday, January 02, 2008 2:46 PM  
**To:** Acosta, Alex (USAFLS)  
**Subject:**

[redacted]

[redacted]

\*\*\*\*\*  
\*\*\*\*\*

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

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.  
\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

01/07/2008 11:28 AM

To "Jay Lefkowitz" <[redacted]>

cc [redacted]

bcc

Subject RE:

Not a problem.

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

From: Jay Lefkowitz [mailto:[redacted]]

Sent: Monday, January 07, 2008 11:21 AM

To: Acosta, Alex (USAFLS)

Subject:

[redacted]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*



"Acosta, Alex (USAFLS)"

01/07/2008 11:28 AM

To "Jay Lefkowitz" [REDACTED]

cc [REDACTED]

bcc

Subject RE:

Not a problem.

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

From: Jay Lefkowitz [mailto:[REDACTED]]

Sent: Monday, January 07, 2008 11:28 AM

To: Acosta, Alex (USAFLS)

Subject:

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*





"Acosta, Alex (USAFLS)"

01/07/2008 03:41 PM

To "Jay Lefkowitz"

cc

bcc

Subject RE:

Can you pls provide to Jay the conf. table speaker phone #., for Jeff and I.

**From:** Jay Lefkowitz [mailto: ]  
**Sent:** Wednesday, January 02, 2008 3:44 PM  
**To:** Acosta, Alex (USAFLS)  
**Cc:** Acosta, Alex (USAFLS); (USAFLS); Sloman, Jeff (USAFLS); Kristin Andersen  
**Subject:** RE:

"Acosta, Alex (USAFLS)"

01/02/2008 03:36 PM

To "Acosta, Alex (USAFLS)", "Jay Lefkowitz"  
cc "Castillo, Annette (USAFLS)"  
"Sloman, Jeff (USAFLS)"

Subject RE:

Actually, the morning is bad. How about 3pm or 4pm?

**From:** Acosta, Alex (USAFLS)  
**Sent:** Wednesday, January 02, 2008 3:33 PM  
**To:** Jay Lefkowitz  
**Cc:** (USAFLS); Sloman, Jeff (USAFLS)  
**Subject:** RE:

11 am?

**From:** Jay Lefkowitz [mailto: ]  
**Sent:** Wednesday, January 02, 2008 2:46 PM  
**To:** Acosta, Alex (USAFLS)  
**Subject:**

[REDACTED]

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

200

200

0



"Acosta, Alex (USAFLS)"

01/30/2008 06:33 PM

To [REDACTED]

cc

bcc

Subject Re:

Jay -

Thanks for the email. I sent it along to the trial team.

I'm also looking forward to when this is over, so we can talk about non-work matters.

Hope all is well with you and the family.

Alex.

-----  
Sent from my BlackBerry Wireless Handheld

----- Original Message

From: Jay Lefkowitz <[REDACTED]>

To: Acosta, Alex (USAFLS)

Sent: Wed Jan 30 13:07:11 2008

[REDACTED]

\*\*\*\*\*

\*\*\*\*\*

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](mailto:postmaster@kirkland.com),  
and  
destroy this communication and all copies thereof,  
including all attachments.

\*\*\*\*\*  
\*\*\*\*\*



# SLOMAN

SLOMAN,



"Sloman, Jeff  
(USAFLS)"

To "Jay Lefkowitz" [REDACTED]

cc

bcc

10/12/2007  
12:28 PM

Subject RE: Addendum

Try [REDACTED]

**From:** Jay Lefkowitz [mailto:[REDACTED]]  
**Sent:** Friday, October 12, 2007 12:09 PM  
**To:** Sloman, Jeff (USAFLS)  
**Subject:** Re: Addendum

[REDACTED]

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

**From:** "Sloman, Jeff (USAFLS)" [REDACTED]  
**Sent:** 10/12/2007 09:48 AM AST  
**To:** Jay Lefkowitz  
**Cc:** "Acosta, Alex (USAFLS)" [REDACTED]  
[REDACTED] (USAFLS)  
[REDACTED]  
**Subject:** RE: Addendum

Jay,

I just got off the phone with Alex. Here is the revised paragraph 1.  
Thanks, Jeff

1. 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 victims. If the United States elects to assign this responsibility to an independent third-party, the United States retains the right to request that the independent third-party consult with the United States after the preliminary selection but prior to the final designation of the attorney representative.

**From:** Jay Lefkowitz [mailto:[REDACTED]]  
**Sent:** Thursday, October 11, 2007 3:12 PM

**To:** Sloman, Jeff (USAFLS)  
**Subject:** Re: Addendum

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

**From:** "Sloman, Jeff (USAFLS)" [REDACTED]  
**Sent:** 10/11/2007 12:17 PM AST  
**To:** Jay Lefkowitz  
**Cc:** "Acosta, Alex (USAFLS)" [REDACTED]  
**Subject:** Addendum

Jay,

Pursuant to our conversation. Thanks,

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:

1. 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 victims. If the United States elects to assign this responsibility to an independent third-party, the United States retains the right to request that the independent third-party also consult with the United States.
  
2. Pursuant to paragraph 7, Epstein has agreed to pay the fees of the attorney representative. 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, the 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 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.

ACOSTA

R. ALEXANDER

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

\*\*\*\*\*  
\*\*\*\*\*

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*\*





"Sloman, Jeff (USAFLS)"  
[Redacted]  
10/16/2007 12:39 PM

To "Jay Lefkowitz" <[Redacted]>  
cc  
bcc  
Subject RE:

4:30 is fine. We'll call you.

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

[Redacted]  
[Redacted]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*





"Slozman, Jeff (USAFLS)"

10/16/2007 04:00 PM

To "Jay Lefkowitz" <[REDACTED]>

cc

bcc

Subject RE: Confidential - for settlement purposes

History: This message has been forwarded.

Jay,

The below is exactly the same as yours, except for deletion of "Other than the joint written submission, neither the United States nor Epstein's counsel shall communicate with the independent third party nor shall the United States communicate with the attorney representative selected by him" in your 1(a).

1. 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.

2. 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 3, infra.

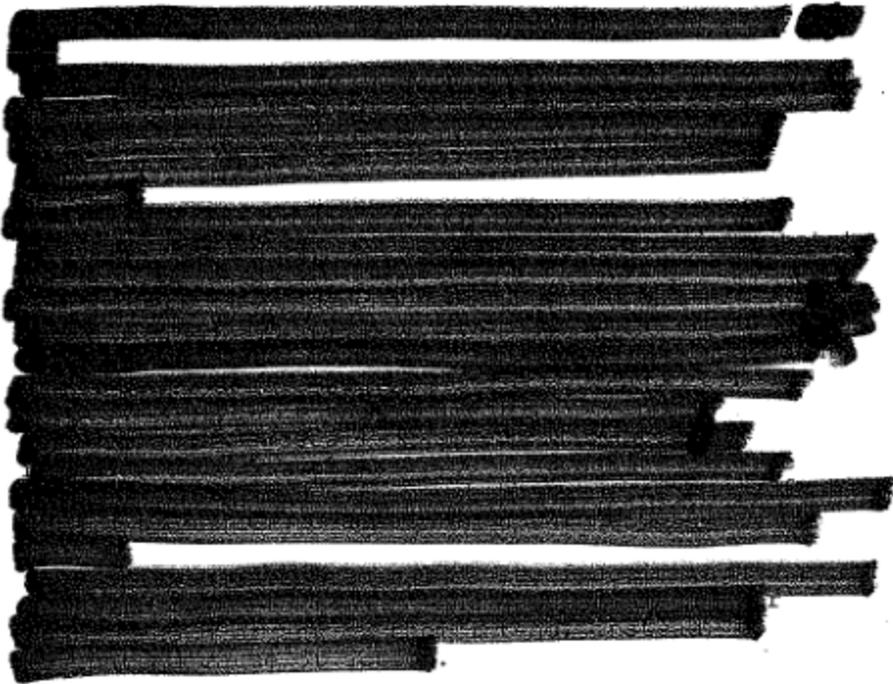
3. Pursuant to additional paragraph 1, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential 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.

Jeff

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

EFTA00213591









"Sloman, Jeff (USAFLS)"

To "Jay Lefkowitz" <[redacted]>

cc

bcc

10/17/2007 01:58 PM

Subject RE:

History: This message has been replied to and forwarded.

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

Here's our proposed letter to the special master.

Jeff

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

From: Jay Lefkowitz [mailto:[redacted]]  
Sent: Tuesday, October 16, 2007 9:26 AM  
To: Sloman, Jeff (USAFLS)  
Subject:

[redacted]  
[redacted]

\*\*\*\*\*  
\*\*\*\*\*  
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.  
\*\*\*\*\*  
\*\*\*\*\*

071015 Special Master Letter2.wpd



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:

7(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.

7(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 7(c), *infra*.

7(c). Pursuant to additional paragraph 7(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.

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.

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. Employment with a firm large enough to handle the possibility of at least a dozen trials at the same time.
5. Experience litigating against large law firms and high profile attorneys.
6. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
7. Experience litigating in federal court in the Southern District of Florida.

The Hon. Edward B. Davis (Ret.)

October \_\_, 2007

Page 4 of 4

8. 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.
9. 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 [REDACTED]





"Sloman, Jeff  
(USAFLS)"

To "Jay Lefkowitz" <[REDACTED]>

cc "Acosta, Alex (USAFLS)" [REDACTED]

bcc

10/18/2007  
05:43 PM

Subject RE: Follow up

History

This message has been replied to.

Jay,

Please confirm that this will not affect when Epstein begins serving his sentence. If it does, I have to reconsider postponement of the guilty plea date.  
Thanks,

Jeff

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

From: Jay Lefkowitz [mailto:[REDACTED]]  
Sent: Thursday, October 18, 2007 4:44 PM  
To: Sloman, Jeff (USAFLS)  
Cc: Acosta, Alex (USAFLS)  
Subject: Re: Follow up

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

From: "Sloman, Jeff (USAFLS)" [REDACTED]  
Sent: 10/18/2007 04:39 PM AST  
To: Jay Lefkowitz  
Cc: "Acosta, Alex (USAFLS)" [REDACTED]  
Subject: RE: Follow up

The change of plea will take place on November 20.  
Agreed.

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

From: Jay Lefkowitz [mailto:[REDACTED]]  
Sent: Thursday, October 18, 2007 4:35 PM  
To: Acosta, Alex (USAFLS)  
Cc: Sloman, Jeff (USAFLS)  
Subject: Re: Follow up

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

From: "Acosta, Alex (USAFLS)" [REDACTED]  
Sent: 10/18/2007 12:15 PM AST  
To: Jay Lefkowitz  
Cc: "Sloman, Jeff (USAFLS)" [REDACTED]

Subject: RE: Follow up

Jeff -- Can you see any issues with this? If not, please confirm with Jay.

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

From: Jay Lefkowitz [mailto: [REDACTED]]  
Sent: Thursday, October 18, 2007 10:12 AM  
To: Acosta, Alex (USAFLS)  
Subject: Follow up

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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)"

10/19/2007 04:00 PM

To "Jay Lefkowitz" <[REDACTED]>

cc

bcc

Subject Our proposed letter to the special master

Jay,

Do we have a final answer on the addendum? I'd like to reach out to Judge Davis as soon as possible. Thanks,

Jeff





"Sloman, Jeff (USAFLS)"

10/22/2007 05:23 PM

To <[redacted]>

cc

bcc

Subject Re: Epstein

History This message has been forwarded.

I have not spoken to him but it was our intention to assign the decision to select a lawyer to Judge Davis not for him to represent the girls. We do not want to select the lawyer who represents the girls. I don't know who said he'd do it but it wasn't us.

Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz [redacted]

To: Sloman, Jeff (USAFLS)

Cc: Acosta, Alex (USAFLS); [redacted] (USAFLS)

Sent: Mon Oct 22 17:10:00 2007

Subject: Re: Epstein

[Large redacted block of text]

"Sloman, Jeff (USAFLS)" [redacted]

10/22/2007 04:40 PM

To "Jay Lefkowitz" [redacted]

cc "Acosta, Alex (USAFLS)" [redacted]

(USAFLS)" [redacted]

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: [REDACTED]]  
Sent: Friday, October 19, 2007 4:05 PM  
To: Sloman, Jeff (USAFLS)  
Subject: Re:

[REDACTED]

----- Original Message -----  
From: "Sloman, Jeff (USAFLS)" [REDACTED]  
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:[REDACTED]]  
Sent: Tuesday, October 16, 2007 9:26 AM  
To: Sloman, Jeff (USAFLS)  
Subject:

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*  
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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\*  
\*\*\*\*\*

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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*  
\*\*\*\*\*





"Sloman, Jeff (USAFLS)"

10/23/2007 05:36 PM

To "Jay Lefkowitz"

cc "Acosta, Alex (USAFLS)"

bcc

Subject RE: Epstein

History: This message has been replied to and forwarded.

Jay,

Can't speak tonight. Won't send it out tonight. I'll check with Alex in the morning and will call you then.

Jeff

From: Jay Lefkowitz [mailto: ]
Sent: Tuesday, October 23, 2007 5:34 PM
To: Sloman, Jeff (USAFLS)
Cc: Acosta, Alex (USAFLS)
Subject: Epstein

[Redacted]

[Redacted]

[Redacted]

\*\*\*\*\*
\*\*\*\*\*
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)"

10/24/2007 03:45 PM

To "Jay Lefkowitz"

cc [redacted] (USAFLS)"

(USAFLS)"

bcc

Subject Epstein - Addendum and Letter to Judge

History: This message has been forwarded.

<<Addendum.wpd>> <<071015 Special Master Letter4.wpd>>

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

<<< Attachment 'Addendum.wpd' has been archived by user 'CommonStore/IT/Kirkland-Ellis' on '12/25/2007 00:26:41'. >>>  
<<< Attachment '071015 Special Master Letter4.wpd' has been archived by user 'CommonStore/IT/Kirkland-Ellis' on '12/25/2007 00:26:42'. >>>



**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. 4<sup>th</sup> 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.<sup>1</sup>

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.

---

<sup>1</sup> 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 Villafañá





"Sloman, Jeff (USAFLS)" [Redacted]

10/24/2007 04:25 PM

To <[Redacted]>

cc

bcc

Subject Re:

[Redacted]

Sent from my BlackBerry Wireless Handheld

----- Original Message

From: Jay Lefkowitz <[Redacted]>

To: Sloman, Jeff (USAFLS)

Sent: Wed Oct 24 16:23:05 2007

[Redacted]

\*\*\*\*\*  
\*\*\*\*\*

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)"

10/24/2007 05:30  
PM

To "Jay Lefkowitz"

cc

(USAFLS)"

Acosta, Alex

(USAFLS

bcc

Subject Epstein - Letter to Judge Davis

History

This message has been replied to  
and forwarded.

Jay,

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

Jeff

<<071015 Special Master Letter5.wpd>>

<<< Attachment '071015 Special Master Letter5.wpd' has been  
archived by user 'CommonStore/IT/Kirkland-Ellis' on '12/25/2007  
00:27:04'. >>>



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.<sup>1</sup>

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.

---

<sup>1</sup> 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

4. Experience litigating against large law firms and high profile attorneys who 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 53<sup>rd</sup> 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 [REDACTED]

EFTA00213628





"Sloman, Jeff  
(USAFLS)"

10/30/2007 02:42 PM

To "Jay Lefkowitz" [REDACTED]

cc "Acosta, Alex (USAFLS)" [REDACTED]

bcc

Subject Epstein

History:

This message has been replied to  
and forwarded.

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>>

<<< Attachment 'epstein addendum 10 30.pdf' has been archived by user 'CommonStore/IT/Kirkland-Ellis' on '12/31/2007 23:47:35'. >>>

**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.

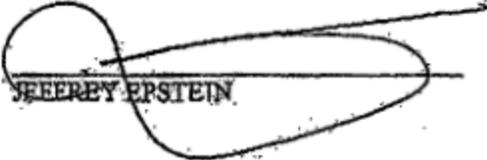
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 10/30/07

By: 

ASSISTANT U.S. ATTORNEY

Dated: 10/29/07

  
JEFFREY EPSTEIN

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

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

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

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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: 10/30/07

By 

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

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

Dated: 10/29/07

  
\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

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

\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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: 10/30/07

By:

  
ASSISTANT U.S. ATTORNEY

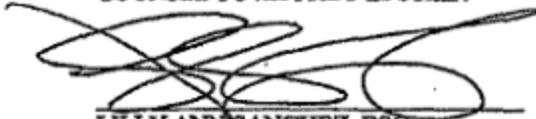
Dated: \_\_\_\_\_

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

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

\_\_\_\_\_  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

Dated: 10-29-07

  
\_\_\_\_\_  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN





"Sloman, Jeff (USAFLS)"

To "Jay Lefkowitz" <[REDACTED]>

cc

bcc

10/30/2007 05:38 PM Subject RE: Epstein

History: This message has been forwarded.

Jay,

I called Judge Davis before I sent him the agreed upon letter. He indicated his willingness to serve as the "decider." I will call him tomorrow to see whether anything has changed and when we can anticipate a decision. Regarding the subpoena question, let me think about that overnight. Thanks,

Jeff

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

[REDACTED]

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

**From:** "Sloman, Jeff (USAFLS)" [REDACTED]  
**Sent:** 10/30/2007 02:42 PM AST  
**To:** Jay Lefkowitz  
**Cc:** "Acosta, Alex (USAFLS)" [REDACTED]  
**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](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.

\*\*\*\*\*

\*\*\*\*\*





"Sioman, Jeff  
(USAFLS)"

To "Jay Lefkowitz" [REDACTED]

cc

bcc

10/31/2007 04:33  
PM

Subject Epstein

History

This message has been  
forwarded

Jay,

Your understanding from Jack Goldberger conforms to my understanding that Mr. Epstein's plea and sentence will take place on the same day. I understand that the plea and sentence will occur on or before the January 4th date.

Jeff





"Sloman, Jeff (USAFLS)"

11/15/2007 01:51 PM

To "Jay Lefkowitz" <[REDACTED]>

cc

bcc

Subject RE:

Fine

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

From: Jay Lefkowitz [mailto:[REDACTED]]

Sent: Thursday, November 15, 2007 1:47 PM

To: Sloman, Jeff (USAFLS)

Subject:

[REDACTED]

\*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*\*  
\*\*\*\*\*