

**From:** "[REDACTED] (USAFLS)" <[REDACTED]>  
**To:** "[REDACTED]" <[REDACTED]>  
**Cc:** "[REDACTED] (USAFLS)" <[REDACTED]>, "[REDACTED]. (USAFLS)" <[REDACTED]>

**Subject:** Epstein

**Date:** Mon, 22 Oct 2007 20:40:35 +0000

**Importance:** Normal

**Attachments:** 071015\_Special\_Master\_Letter3.wpd; Addendum.wpd

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Jay,

The Judge [REDACTED] 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," [REDACTED] 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 [REDACTED]. Jay, this needs to be concluded. [REDACTED] 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,

[REDACTED]

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

**From:** Jay Lefkowitz [mailto:[REDACTED]]  
**Sent:** Friday, October 19, 2007 4:05 PM  
**To:** [REDACTED] (USAFLS)  
**Subject:** Re:

[REDACTED] -

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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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: "[REDACTED] (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.

[REDACTED]

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

From: [REDACTED] [mailto:[REDACTED]]  
Sent: Tuesday, October 16, 2007 9:26 AM  
To: [REDACTED] (USAFLS)  
Subject:

[REDACTED] - is there a time today we can speak?

How about 430 pm?

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