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October 8, 2007

VIA EMAIL

VIA FEDERAL EXPRESS

[REDACTED] 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. [REDACTED] 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.

██████ 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.

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