

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Friday, September 14, 2007 9:40 AM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Follow up

Confidential

Marie - thanks very much for speaking this am. Have conferred with my client and I think we are on the same page. When you send me your draft today, would you please also include a paragraph with 403 in lieu of 1512. I want to understand better how you would characterize the 403 violation. (What was actually said?). I want to keep studying that avenue today as well. The other possible option is to charge three 113s. Also, one other idea. Can you look at 47 usc 227(b), which is another 6 month statute which might work for the 6 months. We could do three of them, and they seem to fit the facts well.

I will call you late this pm (if you leave me a number to reach you), and then we can plan on getting this done Monday.

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Friday, September 14, 2007 9:54 AM
To: 'lefkowitz@kirkland.com'; 'Jay Lefkowitz'
Subject: Plea documents

Hi Jay – I'm not sure which of those e-mail addresses is correct. Here are drafts of the plea agreement and information. They have not yet been blessed by Miami, but they have approved of prior similar drafts, so these should be close to what is needed. My home e-mail is ann.marie.villafana@gmail.com. You also can get me over the weekend on my cell phone at 561 601-2301.



Information
arguing 1512 and



OLY Plea
ement v4 1512 a

Regards,
Marie

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

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Friday, September 14, 2007 9:56 AM
To: 'Jay Lefkowitz'
Subject: RE: Follow up

Sorry, Jay. I just got this and have to run off to the hospital. I will revise and re-email you tomorrow or late tonight.

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

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

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Sent: Friday, September 14, 2007 9:40 AM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Follow up

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Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Friday, September 14, 2007 1:04 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Follow up

Thx. I am available late this pm, or over the weekend to speak.

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

From: "Villafana, Ann Marie C. \ (USAFLS\)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/14/2007 09:55 AM AST
To: Jay Lefkowitz
Subject: RE: Follow up

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Ann Marie Villafana <ann.marie.villafana@gmail.com>

(no subject)

2 messages

Jay Lefkowitz <JLefkowitz@kirkland.com>
To: "Marie Villafana, Ann" <ann.marie.villafana@gmail.com>

Sun, Sep 16, 2007 at 12:25 PM

Marie - I will call you as soon as the show ends.

Jay

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Ann Marie Villafana <ann.marie.villafana@gmail.com>
To: Jay Lefkowitz <JLefkowitz@kirkland.com>

Sun, Sep 16, 2007 at 3:54 PM

Hi Jay – This can wait until after the show, but my voice is going so I thought I would type it up. I talked to Andy and he still doesn't like the factual basis. In his opinion, the plea should only address the crimes that we were addressing, and we were not investigating Mr. Epstein abusing his girlfriend.

So, these are the only options that he recommended:

1. We go back to the original agreement where Mr. Epstein pleads only to state charges and serves his time in the state, except that we can agree to only 18 months imprisonment.
 2. Mr. Epstein pleads guilty to the state charges and also pleads to either two obstruction counts or to one count of violating 47 USC 223(a)(1)(B), with a joint non-binding recommendation of 18 months, so that Mr. Epstein can serve his time federally.
 3. (My suggestion only, not Andy's): I go back to the U.S. Attorney and ask him to agree to an ABA-plea to a 371 count (conspiracy to violate 2422(b)) with a binding 20-month recommendation so that Mr. Epstein can serve all of his time in a federal facility.
- Or 4. Mr. Epstein pleads to one obstruction count, and serves part of his time federally and part state.

On your other proposed changes, some are fine and some are problematic.

Re your paragraph 2: As to timing, it is my understanding that Mr. Epstein needs to be sentenced in the state after he is sentenced in the federal case, but not that he needs to plead guilty and be sentenced after serving his federal time. Andy recommended that some of the timing issues be addressed only in the state agreement, so that it isn't obvious to the judge that we are trying to create federal jurisdiction for prison purposes. My understanding is that Mr. Epstein should sign a state plea agreement, plead guilty to the federal offenses, plead guilty to the state offenses, be sentenced on the

federal offenses, and then be sentenced on the state offenses, and then start serving the federal sentence.

Re your paragraph 3: As to the reservation of Mr. Epstein's right to withdraw his state plea or to appeal his state plea or sentence, that is fine, but we need the caveat that, if he were to do so, the United States could proceed on our charges.

Re your paragraph 6: With respect to the waiver of the right to appeal the federal sentence, given the way we have drafted the information, it is possible that getting to the 18 month sentence will require an upward departure. The version of the agreement that you were working from is a federal non-prosecution agreement, the ones I have sent you recently are plea agreements that get filed with the court. Please see if the appeal waiver language in those versions is alright.

Re your paragraph 7: As I mentioned, we will not waive the presentence investigation. I know that this will delay Mr. Epstein's sentencing by 70 days, but that will allow him to get all of his affairs in order. As to bail, it will be set at the time of arraignment, and we can work out a joint recommendation regarding the amount and its limitations. I have no objection to making a joint recommendation that Mr. Epstein remain out on bond pending his sentencing, but I'm not sure that it belongs in a plea agreement, especially since I can't bind the court on that issue. However, I can assure you, and we can put it on the record during the plea colloquy, that I will join in your recommendation that he remain out on bond pending sentencing. The same goes for the prison camp issue. As I mentioned, I have opposed a designation only once in a very particular case. I can assure you, and we can put it on the record at the plea colloquy that I will not oppose your recommendation for Mr. Epstein's designation.

Re your paragraph 8: As I mentioned over the telephone, I cannot bind the girls to the Trust Agreement, and I don't think it is appropriate that a state court would administer a trust that seeks to pay for federal civil claims. We both want to avoid unscrupulous attorneys and/or litigants from coming forward, and I know that your client wants to keep these matters outside of public court filings, but I just don't have the power to do what you ask. Here is my recommendation. During the period between Mr. Epstein's plea and sentencing, I make a motion for appointment of the Guardian Ad Litem. The three of us sit down and discuss things, and I will facilitate as much as I can getting the girls' approval of this procedure because, as I mentioned, I think it is probably in their best interests. In terms of plea agreement language, let me suggest the following:

The United States agrees to make a motion seeking the appointment of a Guardian ad Litem to represent the identified victims. Following the appointment of such Guardian, the parties agree to work together in good faith to develop a Trust Agreement, subject to the Court's approval, that would provide for any damages owed to the identified victims pursuant to 18 U.S.C. Section 2255. Then include the last two sentences of your paragraph 8.

Re the two paragraphs following your paragraph 8: I will include our standard language regarding resolving all criminal liability and I will mention "co-conspirators," but I would prefer not to highlight for the judge all of the other crimes and all of the other persons that we could charge. Also, we do not have the power to bind Immigration and we make it a policy not to try to, however, I can tell you that, as far as I know, there is no plan to try to proceed on any immigration charges against either Ms. Ross or Ms. Marcinkova.

Also, on the grand jury subpoenas, I can prepare letters withdrawing them as of the signing of the plea agreement, but I would prefer to take out that language. In my eyes, once we have a plea agreement, the grand jury's investigation has ended and there can be no more use of the grand jury's subpoena power.

I had hoped that we were far closer to resolving this than it appears that we are. Can I suggest that tomorrow we either meet live or via teleconference, either with your client or having him within a quick phone call, to hash out these items? I was hoping to work only a half day tomorrow to save my voice for Tuesday's hearing and grand jury, if necessary, but maybe we can set a time to meet. If you want to meet "off campus" somewhere, that is fine. I will make sure that I have all the necessary decision makers present or "on call," as well.

If we can resolve some of these issues today, let's try to, and then save only the difficult issues for tomorrow.

Sorry for the long e-mail, and for ruining your date with your daughter.

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 17, 2007 9:43 AM
To: 'rblack@royblack.com'; 'Jay Lefkowitz'
Cc: Gerald Lefcourt; McMillan, John (USAFLS); Atkinson, Karen (USAFLS); Lourie, Andrew (USAFLS)
Subject: Hearing before Judge Marra has been taken off the calendar

Roy and Jay – I received a call from Jenny, who is standing in as Judge Marra's CRD. She spoke with the judge and he agreed to take the matter off the calendar. I told Jenny that if we are able to reach a plea agreement, we will withdraw the subpoena and Mr. Black will withdraw his motion to quash.

Please call if you have questions.

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

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Monday, September 17, 2007 9:47 AM
To: Villafana, Ann Marie C. (USAFLS); BLACK, Roy
Cc: Lefcourt, Gerald (Jerry) B.; McMillan, John (USAFLS); Atkinson, Karen (USAFLS); Lourie, Andrew (USAFLS)
Subject: Re: Hearing before Judge Marra has been taken off the calendar

Thanks Marie. I gather you and Roy are also addressing the subpoenas as well.

I will speak with you later in the day.

Jay

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

From: "Villafana, Ann Marie C. \ (USAFLS) " [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/17/2007 09:42 AM AST
To: <rblack@royblack.com>; Jay Lefkowitz
Cc: "Gerald Lefcourt" <GBL@lefcourtlaw.com>; "McMillan, John \ (USAFLS) " <John.McMillan@usdoj.gov>; "Atkinson, Karen \ (USAFLS) " <Karen.Atkinson@usdoj.gov>; "Lourie, Andrew \ (USAFLS) " <Andrew.Lourie@usdoj.gov>
Subject: Hearing before Judge Marra has been taken off the calendar

Roy and Jay – I received a call from Jenny, who is standing in as Judge Marra's CRD. She spoke with the judge and he agreed to take the matter off the calendar. I told Jenny that if we are able to reach a plea agreement, we will withdraw the subpoena and Mr. Black will withdraw his motion to quash.

Please call if you have questions.

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 17, 2007 11:45 AM
To: 'Jay Lefkowitz'
Subject: Non-Prosecution Agreements

Hi Jay – To avoid you having to reinvent the wheel, here is a copy of the last version of the non-prosecution agreement in Word and WordPerfect.



070911 Epstein 070911 Epstein
Non-Prosecution..Non-Prosecution..

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

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 17, 2007 1:09 PM
To: JLefkowitz@kirkland.com
Cc: Garcia, Rolando (USAFLS)
Subject: My whereabouts

Hi Jay – I am headed home. If a document is ready to be reviewed later today, can you send a copy to me and also to Rolando (who is stepping in for Andy). Please send to my home e-mail address – ann.marie.villafana@gmail.com, and give me a call on my cell 561 601-2301, so I can be ready for some discussions tomorrow. If anything else comes up, please don't hesitate to call.

Thanks,
Marie

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Monday, September 17, 2007 3:11 PM
To: Villafana, Ann Marie C. (USAFLS)
Cc: Garcia, Rolando (USAFLS)
Subject: Re: My whereabouts

Marie - do you have another obstruction proffer I can review that you have drafted?

Also, if we go that route, would you intend to make the deferred prosecution agreement public?

Thanks - Jay

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

From: "Villafana, Ann Marie C. (USAFLS)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/17/2007 01:08 PM AST
To: Jay Lefkowitz
Cc: "Garcia, Rolando (USAFLS)" <Rolando.Garcia@usdoj.gov>
Subject: My whereabouts

Hi Jay – I am headed home. If a document is ready to be reviewed later today, can you send a copy to me and also to Rolando (who is stepping in for Andy). Please send to my home e-mail address – ann.marie.villafana@gmail.com, and give me a call on my cell 561 601-2301, so I can be ready for some discussions tomorrow. If anything else comes up, please don't hesitate to call.

Thanks,

Marie

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Tuesday, September 18, 2007 8:44 AM
To: 'Jay Lefkowitz'
Subject: Draft Agreements?

Hi Jay – I was hoping there would be things for me to read this morning, but I will try to remain patient.

I believe there are only two types of agreements that would apply to this case: (1) a plea agreement to a federal charge or charges; and (2) a non-prosecution agreement (which is really a deferred prosecution agreement because the defendant agrees that if he violates the agreement, the U.S. can prosecute him).

A plea agreement is part of the court file. It is not accessible on-line via PACER, but someone can go to the Clerk's Office to obtain a copy.

A non-prosecution agreement would not be made public or filed with the Court, but it would remain part of our case file. It probably would be subject to a FOIA request, but it is not something that we would distribute without compulsory process.

On the obstruction charges, many of the facts I included in that first proffer were hypothesized based upon our discussions and the agents' observations of Ms. Groff. We will need to interview her to confirm the accuracy of those facts. On a second count, we could rely on the incident where Mr. Epstein's private investigators followed [REDACTED] father, forcing him off the road. Or, if there is something more recent related to any grand jury subpoenas, we could consider that.

Hope that helps.

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

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Tuesday, September 18, 2007 9:13 AM
To: 'Jay Lefkowitz'
Subject: RE: Draft Agreements?

Hi Jay – I know that the U.S. Attorney will not go below 18 months of prison/jail time (and I would strongly oppose the suggestion).

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: Tuesday, September 18, 2007 8:59 AM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Draft Agreements?

an alternative to what we discussed just now might be to plead to one count of 1512, serve 12 months plus supervised release which would be one year of home detention (if we can make that work), followed by two years of probation in the state on the state charges with the first 6 months being community control.

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

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

Subject Draft Agreements?

09/18/2007 08:44 AM

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followed [REDACTED] father, forcing him off the road. Or, if there is something more recent related to any grand jury subpoenas, we could consider that.

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Assistant U.S. Attorney

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West Palm Beach, FL 33401

Phone 561 209-1047

Fax 561 820-8777

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Subject: Re: Draft Agreements?

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<Ann.Marie.C.Villafana@usdoj.gov>

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
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Assistant U.S. Attorney

500 S. Australian Ave, Suite 400

West Palm Beach, FL 33401

Phone 561 209-1047

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Tuesday, September 18, 2007 9:18 AM
To: Villafana, Ann Marie C. (USAFLS)
Subject: RE: Draft Agreements?

i hear you, and understand your position. But it's really only a 90 day difference, if he gets gain time.

That said, let me know if you think your suggestion can work. I will study it too.

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

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject RE: Draft Agreements?

09/18/2007 09:14 AM

Hi Jay – I know that the U.S. Attorney will not go below 18 months of prison/jail time (and I would strongly oppose the suggestion).

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To: Villafana, Ann Marie C. (USAFLS)
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09/18/2007 08:44 AM

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



Ann Marie Villafana <[REDACTED]>

Fwd: Draft Agreement

1 message

Ann Marie Villafana <[REDACTED]>

Thu, Dec 27, 2007 at 10:09 PM

To: "Ann Marie C. (USAFLS) Villafana" <ann.marie.c.villafana@usdoj.gov>

[REDACTED]

Begin forwarded message:

From: Ami Sheth <ASheth@kirkland.com>
 Date: September 23, 2007 1:56:03 PM EDT
 To: "", "Villafana, Ann Marie C." [Ann.Marie.C.Villafana@kirkland.com, "@usdoj.gov] (USAFLS),
 [REDACTED]@kirkland.com
 Cc: Jay Lefkowitz <JLefkowitz@kirkland.com>
 Subject: Draft Agreement

Marie -

Jay is having some computer trouble and asked me to send this e-mail to you.
 Attached is a draft for discussion purposes at your convenience for some time this afternoon. It does not include Term 1 of the agreement, but it reflects all the issues we would like to discuss with you.

Please let Jay know when you are available to speak. Thank you.

Sincerely,
Ami

Ami H. Sheth* | Kirkland & Ellis LLP Citigroup Center |
 153 East 53rd Street | New York, NY 10022 |
 [REDACTED] Direct | 212-446-6460 Fax |
 asheth@kirkland.com |
 *Admission Pending in New York

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 confidential, may be attorney-client privileged, may

[REDACTED]

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 20070923 Draft of Epstein Non-Prosecution Agreement (without Term 1) (Redlined).doc
44K

IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein with ~~three-one~~ counts of solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation of ~~the certain~~ offenses and Epstein's background, including;

~~IT APPEARING that Jeffrey Epstein (hereinafter "Epstein") has committed offenses against the United States from in or around 2001 through in or around October 2005, including:~~

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

~~IT APPEARING that Epstein has accepted responsibility for his behavior by his signature on this Agreement; and~~

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine based on reliable evidence that Epstein has violated any of the conditions of this Agreement, then the United States Attorney may ~~at any time~~ initiate prosecution against Epstein for any offense listed above for the duration of this Agreement. In this case, the United States Attorney will furnish Epstein with notice specifying the condition(s) of the Agreement that he has violated.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were being investigated by the federal Grand Jury will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall begin by serving ~~at least~~ eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.

3. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
4. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
5. After Epstein has signed this agreement and has been sentenced, The United States shall provide Epstein's attorneys with a list of individuals created on [INSERT DATE] whom it has identified as and who have a cause of action under Florida Statutes Section 796.09 victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States District Attorney of Palm Beach will file a motion with the United States District Court for the Southern District of Florida State Court in Palm Beach County for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
6. If any of the individuals referred to in paragraph (5), supra, elect to file suit pursuant to Florida Statutes Section 796.09, in any such suit by any such individual(s) 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida State Court over his person and/or the subject matter, and Epstein will agree (without admitting liability, whether under such statute or otherwise) to settle such suit by paying each such individual's reasonable attorneys fees and court costs, plus aggregate damages, including compensatory and punitive damages, to each such individual in an amount of \$50,000.00 excluding reasonable attorneys fees and court costs. waives his right to contest liability and also waives his right to contest damages up to an amount as agreed to between the identified victim and Epstein. Neither Epstein's signature on this agreement, nor any such waiver provided herein nor any settlement by Epstein of any such suit shall require, or is to be construed as, an admission, or as any evidence whatsoever, of civil or criminal liability, whether under federal law or state law, as to any person, including, but not limited to, any individual whose name appears on the list provided by the United States. Epstein's signature on this agreement is not to be construed as an admission of civil or criminal liability as to any person whose name does not appear on the list provided by the United States. As to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement likewise is not to be construed as an admission of any civil

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~~liability other than that contained in 18 U.S.C. § 2255. [Marie, we would like to address the restitution issue with you over the phone.]~~

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7. Epstein shall enter his guilty plea and be sentenced not later than October 1927, 2007, and shall self-report to begin serving his sentence not later than December 10, 2007.
8. ~~With credit for gain time, Epstein shall serve at least 450 days in the county jail. Epstein will not be afforded any benefits with respect to gain time, other than the rights, opportunities and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the state of Florida.~~

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above to victims, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED], Lesley Groff, or Nadia Marcinkova. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance, and no new subpoenas will be issued, unless and until the defendant violates any term of this agreement. ~~Upon completion of the Agreement, the subpoenas reference above will be withdrawn with prejudice and not reissued.~~ The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to

the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement for the offenses listed on pages 1 and 2 *infra*. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for the offenses listed on pages 1 and 2 *infra*, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



Ann Marie Villafana [REDACTED]

FW:

1 message

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

Sun, Sep 23, 2007 at 8:33 PM

[REDACTED]

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

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:31 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Fw:

I am not sure just being under 18 qualifies for the appointment of a guardian. What if we just had one representative for all of the women. Like a trustee.

Please think about that. Also, I have not gone over all of this yet with Jeffrey, but please look at these edits.

Thanks

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

From: jplefkowitz
Sent: 09/23/2007 08:27 PM AST
To: Jay Lefkowitz

Email and AIM finally together. You've gotta check out free AOL Mail! - <http://mail.aol.com>

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.

[REDACTED]

 20070923_8pmRedline_of_MV's_Agreement_Draft_3_(12110791_2)-1.doc
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IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual

conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that Epstein has willfully violated any of the conditions of this Agreement, then the United States Attorney may at any time within thirty (30) months of the execution of this agreement provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated initiate prosecution against Epstein for any offense. In this case, the United States Attorney will furnish Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;

2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to a term of begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The language contained in Terms 1 and 2 of this Agreement do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation. The terms contained in paragraph 2, supra, do not foreclose Epstein and the State Attorney's Office from agreeing to plead to any additional charge(s) or from recommending recommend any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as eligible to bring suit under ~~■ victims, as defined in~~ 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States will file a motion under seal with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claims 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 is not to be construed as an admission of any criminal or civil liability ~~other than that contained in 18 U.S.C. § 2255.~~ Neither this Agreement, its terms, or any resulting settlements contemplated by this Agreement are to be admissible in any other litigation.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 26, 2007, and shall self-report to begin serving his sentence not later than January 4, 2008.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

It is the intention of the parties to this Agreement that it not be disseminated or disclosed except pursuant to court order. In the event the Government must disclose this Agreement in response to a request pursuant to the Freedom of Information Act, the

Government agrees to provide Epstein notice before the disclosure of this Agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to Sarah Kellen, [REDACTED], [REDACTED], or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was

the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

///

///

///

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: _____

SANCHEZ, ESQ.

~~JACK~~ GOLDBERGER LILLY ANN
ATTORNEY FOR JEFFREY EPSTEIN



Ann Marie Villafana <[REDACTED]>

Re: Draft Agreement

1 message

Ann Marie Villafana <[REDACTED]>

Sun, Sep 23, 2007 at 4:03 PM

To: Jay Lefkowitz <JLefkowitz@kirkland.com>

Cc: Ami Sheth <ASheth@kirkland.com>, "Villafana, Ann Marie C. (USAFLS)" <Ann.Marie.C.Villafana@usdoj.gov>

Here is the most recent version. I noticed that the font size kept changing throughout, so I put it all in Times New Roman 13pt. I am attaching in Word Perfect, Word, and PDF.

On 9/23/07, **Jay Lefkowitz** <JLefkowitz@kirkland.com> wrote:

Marie - if 2 pm doesn't work, can we arrange to go through the entire document at 5 pm?

Thanks. Jay

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

From: Ami Sheth
Sent: 09/23/2007 01:56 PM EDT
To: "Villafana, Ann Marie C. (USAFLS)"
[Ann.Marie.C.Villafana@usdoj.gov];

Cc: Jay Lefkowitz
Subject: Draft Agreement

Marie -

Jay is having some computer trouble and asked me to send this e-mail to you. Attached is a draft for discussion purposes at your convenience for some time this afternoon. It does not include Term 1 of the agreement, but it reflects all the issues we would like to discuss with you.

Please let Jay know when you are available to speak. Thank you.

Sincerely,
Ami

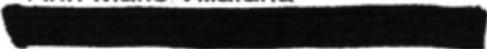
Ami H. Sheth* | Kirkland & Ellis LLP Citigroup Center |

153 East 53rd Street | New York, NY 10022 |
212-446-4773 Direct | 212-446-6460 Fax |
asheth@kirkland.com |
*Admission Pending in New York

[attachment "20070923 Draft of Epstein Non-Prosecution Agreement (without Term 1) (Redlined).doc" deleted by Jay Lefkowitz/New York/Kirkland-Ellis]

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.

Ann Marie Villafana



3 attachments

-  070923 Epstein Non-Prosecution Agreement.doc
24K
-  070923 Epstein Non-Prosecution Agreement.pdf
18K
-  070923 Epstein Non-Prosecution Agreement.wpd
31K



**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses committed by Epstein against the United States from in or around 2001 through in or around October 2005, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual

conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on information he deems reliable, that Epstein has violated any of the conditions of this Agreement, then the United States Attorney may at any time initiate prosecution against Epstein for any offense. In this case, the United States Attorney will furnish Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein and the State Attorney's Office shall make a joint, binding

recommendation that the Court impose a thirty (30) month sentence to be divided as follows:

- (a) Epstein shall begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraph 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement is not to be

construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 19, 2007, and shall self-report to begin serving his sentence not later than December 10, 2007.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirator of Epstein, including but not limited to [REDACTED], [REDACTED], [REDACTED], or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a

breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

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R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____

A. MARIE ■■■ LILAFANA
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

JACK GOLDBERGER, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses committed by Epstein against the United States from in or around 2001 through in or around October 2005, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on information he deems reliable, that Epstein has violated any of the conditions of this Agreement, then the United States Attorney may at any time initiate prosecution against Epstein for any offense. In this case, the United States Attorney will furnish Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to

be divided as follows:

- (a) Epstein shall begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraph 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 19, 2007, and shall self-report to begin serving his sentence not later than December 10, 2007.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirator of Epstein, including but not limited to [REDACTED], [REDACTED] Lesley Groff, or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

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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: _____

JACK GOLDBERGER, ESQ.
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**IN RE:
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- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;

- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and
- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on information he deems reliable, that Epstein has violated any of the conditions of this Agreement, then the United States Attorney may at any time initiate prosecution against Epstein for any offense. In this case, the United States Attorney will furnish Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;

2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraph 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the

identified victim and Epstein. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 19, 2007, and shall self-report to begin serving his sentence not later than December 10, 2007.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirator of Epstein, including but not limited to Sarah Kellen, [REDACTED], [REDACTED], or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this

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UNITED STATES ATTORNEY

Dated: _____

By: _____
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

JACK GOLDBERGER, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN



Ann Marie Villafana [redacted]

Fwd: Epstein agreement

1 message

Ann Marie Villafana [redacted]

Thu, Dec 27, 2007 at 10:09 PM

To: "Ann Marie C. (USAFLS) Villafana" <ann.marie.c.villafana@usdoj.gov>

[redacted]

Begin forwarded message:

From: "Villafana, Ann Marie C. (USAFLS)" <Ann.Marie.C.Villafana@usdoj.gov>
Date: September 23, 2007 8:58:25 PM EDT
To: "Jay Lefkowitz" <JLefkowitz@kirkland.com>
Subject: Epstein agreement

Hi Jay – Here are the revisions that I agree with and those I don't. We have been over paragraph 6 an infinite number of times. It is factually accurate that the list we are going to give you are persons we have identified as victims. If we did not think they were victims, they would have no right to bring suit, regardless of whether your client is willing to waive liability or not. I have not balked about giving your client yet another month to self-surrender, so please let us just put this to rest. I changed the amount of time for the US to notify you of breach to take into account the fact that this agreement will not be completed within 30 months of execution (because of the lengthy delay before self-surrender) and to give us a 6 month window in case we discover a violation after Mr. Epstein is released.

I do not care if you want to call the appointed person a "representative" instead of a guardian, so long as he/she is: (1) a lawyer; (2) independent; (3) selected by our Office or a federal judge; and (4) paid for by your client or by the federal court.

I have sent this to Alex for his review. I have asked him to call me either late tonight or early tomorrow morning. When I get his comments, I will get back to you, probably tomorrow.

Thank you.

<<070923 Epstein Non-Prosecution Agreement final v2.pdf>>

[redacted]

 070923 Epstein Non-Prosecution Agreement final v2.pdf
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070923



**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

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- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

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If the United States Attorney should determine, based on reliable evidence, that Epstein has willfully violated any of the conditions of this Agreement, then the United States Attorney may, within forty (40) months of the execution of this Agreement, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

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be divided as follows:

- (a) Epstein shall begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
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6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 26, 2007, and shall self-report to begin serving his sentence not later than January 4, 2008.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
11. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED] Lesley Groff, or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held

in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: Villafana, Ann Marie C. (USAFLS)
Sent: Sunday, September 23, 2007 8:01 PM
To: Jay Lefkowitz
Subject: RE: Revised agreement

1 is definitely under 18 still, and I think there is a second minor. The appointment of the guardian ad litem is to provide you with a mechanism to make contact with the girls and to give them the assistance of an independent attorney who represents them (as opposed to me, who represents the government). If you are willing to provide the girls with independent counsel, at Mr. Epstein's expense (and I get to pick the attorney), that is alright with me.

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 6:55 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Revised agreement

Will do. Also, why do you need a guardian ad litem at all? Are any of the 40 under 18 now?

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

From: "Villafana, Ann Marie C. (USAFLS)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/23/2007 06:52 PM AST
To: Jay Lefkowitz
Subject: Revised agreement

Hi Jay – Can you look at this? Especially paragraph 7. I think this covers the exclusive remedy concern you had.

<<070923 Epstein Non-Prosecution Agreement final.pdf>>

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Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:31 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Fw:
Attachments: 20070923_8pmRedline_of_MV's_Agreement_Draft_3_(12110791_2)-1.doc

I am not sure just being under 18 qualifies for the appointment of a guardian. What if we just had one representative for all of the women. Like a trustee.

Please think about that. Also, I have not gone over all of this yet with Jeffrey, but please look at these edits.

Thanks

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

From: jplefkowitz
Sent: 09/23/2007 08:27 PM AST
To: Jay Lefkowitz

Mail and AIM finally together. You've gotta check out free AOL Mail! - <http://mail.aol.com>

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IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual

conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that Epstein has willfully violated any of the conditions of this Agreement, then the United States Attorney may at any time within thirty (30) months of the execution of this agreement provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated~~initiate prosecution against Epstein for any offense. In this case, the United States Attorney will furnish Epstein with timely notice specifying the condition(s) of the Agreement that he has violated,~~ and shall initiate its prosecution within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;

2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to a term of~~begin by serving~~ eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The language contained in Terms 1 and 2 of this Agreement do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation. The terms contained in paragraph 2, supra, do not foreclose Epstein and the State Attorney's Office from agreeing to plead to any additional charge(s) or from recommending recommend any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as eligible to bring suit under victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States will file a motion under seal with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claims 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 is not to be construed as an admission of any criminal or civil liability ~~other than that contained in 18 U.S.C. § 2255.~~ Neither this Agreement, its terms, or any resulting settlements contemplated by this Agreement are to be admissible in any other litigation.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 26, 2007, and shall self-report to begin serving his sentence not later than January 4, 2008.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

It is the intention of the parties to this Agreement that it not be disseminated or disclosed except pursuant to court order. In the event the Government must disclose this Agreement in response to a request pursuant to the Freedom of Information Act, the

Government agrees to provide Epstein notice before the disclosure of this Agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED] [REDACTED] [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was

the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: _____

SANCHEZ, ESQ.

JACK—GOLDBERGERLILLY ANN
ATTORNEY FOR JEFFREY EPSTEIN

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:35 PM
To: Villafana, Ann Marie C. (USAFLS)

See below - a trustee might be more appropriate.

Federal rule of civil procedure 17(c):

(c) Infants or Incompetent Persons.

Whenever an infant or incompetent person has a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may sue or defend on behalf of the infant or incompetent person. An infant or incompetent person who does not have a duly appointed representative may sue by a next friend or by a guardian ad litem. The court shall appoint a guardian ad litem for an infant or incompetent person not otherwise represented in an action or shall make such other order as it deems proper for the protection of the infant or incompetent person.

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Sunday, September 23, 2007 8:37 PM
Subject: Jay Lefkowitz
RE:

A trustee means there is a trust that has been approved by a court and that the court has appointed a trustee. That doesn't apply here. I cannot bind the girls to a trust. If a guardian is appointed, the girls elect to use him as their attorney and they all agree that a trust is in their best interests, that is their decision, not mine. I would not be making the motion for appointment of the guardian under 17(c) anyway.

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

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:35 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject:

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Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:39 PM
Subject: Villafana, Ann Marie C. (USAFLS)
Re:

You may want to consider simply appointing a representative. We would agree to someone you considered appropriate. I am just not sure the guardian is the right procedural vehicle. Anyway, we can keep looking into that question tonight. It won't hold things up.

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

From: "Villafana, Ann Marie C. \ (USAFLS\)" [Ann.Marie.C.Villafana@usdoj.gov]
Sent: 09/23/2007 08:37 PM AST
To: Jay Lefkowitz
Subject: RE:

A trustee means there is a trust that has been approved by a court and that the court has appointed a trustee. That doesn't apply here. I cannot bind the girls to a trust. If a guardian is appointed, the girls elect to use him as their attorney and they all agree that a trust is in their best interests, that is their decision, not mine. I would not be making the motion for appointment of the guardian under 17(c) anyway.

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From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 8:35 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject:

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Sunday, September 23, 2007 8:58 PM
To: Jay Lefkowitz
Subject: Epstein agreement

Hi Jay – Here are the revisions that I agree with and those I don't. We have been over paragraph 6 an infinite number of times. It is factually accurate that the list we are going to give you are persons we have identified as victims. If we did not think they were victims, they would have no right to bring suit, regardless of whether your client is willing to waive liability or not. I have not balked about giving your client yet another month to self-surrender, so please let us just put this to rest. I changed the amount of time for the US to notify you of breach to take into account the fact that this agreement will not be completed within 30 months of execution (because of the lengthy delay before self-surrender) and to give us a 6 month window in case we discover a violation after Mr. Epstein is released.

I do not care if you want to call the appointed person a "representative" instead of a guardian, so long as he/she is: (1) a lawyer; (2) independent; (3) selected by our Office or a federal judge; and (4) paid for by your client or by the federal court.

I have sent this to Alex for his review. I have asked him to call me either late tonight or early tomorrow morning. When I get his comments, I will get back to you, probably tomorrow.

Thank you.



070923 Epstein
n-Prosecution..

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING, after an investigation of the offenses and Epstein's background, that the interest of the United States pursuant to the *Petite* policy will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that Epstein has willfully violated any of the conditions of this Agreement, then the United States Attorney may, within forty (40) months of the execution of this Agreement, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein and the State Attorney's Office shall make a joint, binding recommendation that the Court impose a thirty (30) month sentence to

be divided as follows:

- (a) Epstein shall begin by serving eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall enter his guilty plea and be sentenced not later than October 26, 2007, and shall self-report to begin serving his sentence not later than January 4, 2008.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
11. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest, pursuant to the *Petite* policy.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held

in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

///

///

///

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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]
Date: Monday, September 24, 2007 7:54 AM
Subject: Villafana, Ann Marie C. (USAFLS); Lourie, Andrew
Epstein

Marie and Andy,

I am going over everything now with my client in the hope that you and I only have to have one more conversation today.

I would like to propose an 1130 am conference call today (but can make it at any other time if it is more convenient for your schedules).

I think the four of us, including Marty, should be on the phone. Please let me know if you are both available at that time or if you prefer another time.

Thanks - Jay

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.

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 24, 2007 10:14 AM
To: 'Jay Lefkowitz'
Subject: Epstein agreement as reviewed by the U.S. Attorney

Hi Jay – Here is the agreement with Alex's edits. Thank you.



070924 Epstein
Non-Prosecution..

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

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in order to do so, he must undertake certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of

minors to engage in prostitution, in violation of Florida Statutes Section 796.03;

2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration, and do not foreclose a Judge of the 15th Judicial Circuit from imposing a sentence in excess of the terms set forth above.
4. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.
9. Epstein shall use his best efforts to enter his guilty plea and be sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.
10. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
11. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to

do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], Adriana Ross, Lesley Groff, or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the

subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury.

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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]
Sent: Monday, September 24, 2007 11:46 AM
To: Villafana, Ann Marie C. (USAFLS)
Cc: Martin Weinberg; Lourie, Andrew
Subject: Re: Epstein agreement as reviewed by the U.S. Attorney
Attachments: 070924 Epstein Non-Prosecution Agreement w Acosta edits v2.pdf; ESPTEIN FINAL AGREEMENT1143AM.DOC

Marie - Here are what I hope are final edits to the agreement. I will call in 15 min.
thanks -- Jay

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

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

cc

Subject Epstein agreement as reviewed by the U.S. Attorney

09/24/2007 10:13 AM

Hi Jay – Here is the agreement with Alex's edits. Thank you.

<<070924 Epstein Non-Prosecution Agreement w Acosta edits v2.pdf>>

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

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

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IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in order to do so, he must undertake certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

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2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to eighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve twelve (12) months of community control.
3. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration, and do not foreclose a Judge of the 15th Judicial Circuit from imposing a sentence in excess of the terms set forth above.
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5. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.
6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

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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

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

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- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual

conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

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If the United States Attorney should determine, based on reliable evidence, that during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the conditions(s) of the Agreement that he has violated and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

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After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the-a subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that were the-a subject of the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging one (1) count of a violation of Epstein shall plead guilty (not nolo contendere) to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;

2. Epstein and the State Attorney's Office shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) monthseighteen (18) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) following the term of imprisonment, Epstein shall serve be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), supra.

3. This agreement is contingent upon the state court accepting and executing the agreed upon sentence between the State Attorne Office and Epstein the details of which are set forth in this agreement.

4. The terms contained in paragraph 2, supra, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charges(s) or any additional term(s) of probation and/or incarceration, and do not foreclose a Judge of the 15th Judicial Circuit from imposing a sentence in excess of the terms set forth above.

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45. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.

56. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering into those agreements.

6-7 The United States shall provide Epstein's attorneys with a list of individuals finalized no later than one (1) day after the execution of this Agreement whom it has identified as victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States will either file a motion under seal with the United States District Court for the Southern District of Florida for the appointment of a representative who is: (a) a lawyer; (b) independent; (c) selected by a federal judge; and (d) paid for by the federal court or, in consultation with Epstein's counsel, the United States shall select a representative who shall be paid for by Epstein. ~~of a guardian ad litem for these persons.~~ Epstein's counsel may contact the identified individuals through that guardian representative.

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78. If any of the individuals referred to in paragraph (67), *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 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 as agreed to between the identified victim-individual and Epstein, so long as the identified victim-individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claims 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 an suit ~~are~~ is not to be construed as an admission ~~of~~ any criminal or civil liability ~~other than that contained in 18 U.S.C. § 2255.~~

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8.9 Epstein's signature on this Agreement also is not to be construed as an 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.

910. Neither Epstein's signature on this agreement, nor its terms, nor any resulting waivers or settlements by Epstein pursuant to paragraphs (8) and (9) 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 their name appears on the list provided by the United States.

11. Epstein shall use his best efforts to enter his guilty plea and be sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

4011. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an account of the gain time he earned during his period of incarceration.

4412. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussion with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically the evidence currently under subpoena, including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby

agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: _____

SANCHEZ, ESQ.

~~JACK~~ GOLDBERGER LILLY ANN
ATTORNEY FOR JEFFREY EPSTEIN

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 24, 2007 1:28 PM
To: 'Jay Lefkowitz'
CC: 'Martin Weinberg'; Lourie, Andrew; Garcia, Rolando (USAFLS)
Subject: RE: Epstein agreement as reviewed by the U.S. Attorney
Attachments: 070924 Final Epstein Non-Prosecution Agreement.pdf

Hi Jay – Sorry for the delay. The U.S. Attorney had a last-minute concern, that I think I fixed (it is in the first “It Appearing” clause following the list of statutes potentially violated).

After you get the green light, let’s discuss the potential representative. The person I am thinking of has run a preliminary conflicts check and it looks alright.

Also, to address Mr. Epstein’s concern regarding the list of names, I wanted to tell you that I have compiled a list of 34 confirmed minors. There are six others, whose names we already have, who need to be interviewed by the FBI to confirm whether they were 17 or 18 at the time of their activity with Mr. Epstein. Once those interviews are completed, I can finalize the list of identified victims, which I will put in a formal document that I will maintain until the time of Mr. Epstein’s sentencing.

Assuming that this agreement is fine, please execute at least three copies, and send one to me by fax and the rest by FedEx. I will execute and send the copies back.

Thank you.

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: Monday, September 24, 2007 11:46 AM
To: Villafana, Ann Marie C. (USAFLS)
Cc: Martin Weinberg; Lourie, Andrew
Subject: Re: Epstein agreement as reviewed by the U.S. Attorney

Marie - Here are what I hope are final edits to the agreement. I will call in 15 min.
thanks -- Jay

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

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

Subject Epstein agreement as reviewed by the U.S. Attorney

09/24/2007 10:13 AM

Hi Jay – Here is the agreement with Alex's edits. Thank you.

<070924 Epstein Non-Prosecution Agreement w Acosta edits v2.pdf>>

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

Tracking:

Recipient

'Jay Lefkowitz'

'Martin Weinberg'

Lourie, Andrew

Garcia, Rolando (USAFLS)

Read

Read: 9/24/2007 1:35 PM

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence.
6. Epstein shall provide to the U.S. Attorney's Office copies of all proposed agreements with the State Attorney's Office prior to entering

into those agreements.

7. 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 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.
8. 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 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 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.
9. Epstein's signature on this agreement also is not to be construed as an 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 set forth in paragraph (8), *supra*, 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.
11. Epstein shall use his best efforts to enter his guilty plea and be sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not

later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is

material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: Villafana, Ann Marie C. (USAFLS)
nt: Monday, September 24, 2007 2:16 PM
: 'Jay Lefkowitz'
Subject: The final final



070924 Final
stein Non-Prose.

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

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

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1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. 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 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.
8. 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 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 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.
9. Epstein's signature on this agreement also is not to be construed as an 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 paragraph (8), *supra*, 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.
11. Epstein shall use his best efforts to enter his guilty plea and be

sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this 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: Villafana, Ann Marie C. (USAFLS)
nt: Monday, September 24, 2007 4:03 PM
Jay Lefkowitz
subject: Do you have a signed copy?

Hi Jay – Sorry to be a bother, but do you have a copy that at least contains Mr. Epstein’s signature? I need to pass it along to the powers that be. Thanks.

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
nt: Monday, September 24, 2007 4:06 PM
Villafana, Ann Marie C. (USAFLS)
subject: Re: Do you have a signed copy?
Attachments: Plea Agreement.pdf

Marie - Please do whatever you can to keep this from becoming public.

thanks -- Jay

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

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject Do you have a signed copy?

09/24/2007 04:04 PM

Hi Jay – Sorry to be a bother, but do you have a copy that at least contains Mr. Epstein's signature? I need to pass it along to the powers that be. Thanks.

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. 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 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.
8. 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 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 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.
9. Epstein's signature on this agreement also is not to be construed as an 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 paragraph (8), *supra*, 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.
11. Epstein shall use his best efforts to enter his guilty plea and be

sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED], [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

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By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

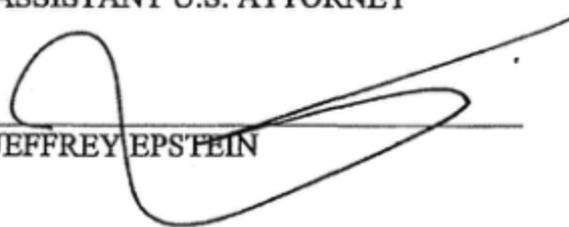
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____

A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

Dated: 9/24/07



JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

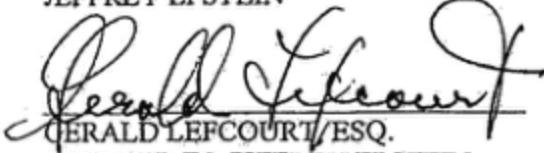
Dated: _____

By: _____
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 9/24/07



GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

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By: _____
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

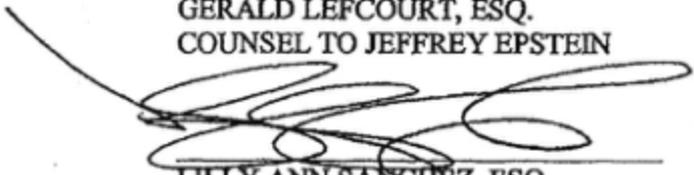
Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07



LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, September 24, 2007 4:32 PM
Subject: Jay Lefkowitz
RE: Do you have a signed copy?

Thank you, Jay. I have forwarded your message only to Alex, Andy, and Rolando. I don't anticipate it going any further than that. When I receive the originals, I will sign and return one copy to you. The other will be placed in the case file, which will be kept confidential since it also contains identifying information about the girls.

When we reach an agreement about the attorney representative for the girls, we can discuss what I can tell him and the girls about the agreement. I know that Andy promised Chief Reiter an update when a resolution was achieved. (Something I wouldn't have promised in light of what happened last year.) Rolando is calling, but Rolando knows not to tell Chief Reiter about the money issue, just about what crimes Mr. Epstein is pleading guilty to and the amount of time that has been agreed to. Rolando also is telling Chief Reiter not to disclose the outcome to anyone.

From: Jay Lefkowitz [mailto:JLefkowitz@kirkland.com]
Sent: Monday, September 24, 2007 4:06 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Do you have a signed copy?

Marie - Please do whatever you can to keep this from becoming public.

thanks -- Jay

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

To "Jay Lefkowitz" <JLefkowitz@kirkland.com>
cc
Subject Do you have a signed copy?

09/24/2007 04:04 PM

Hi Jay – Sorry to be a bother, but do you have a copy that at least contains Mr. Epstein's signature? I need to pass it along to the powers that be. Thanks.



Appendix 5:

Statutory Authorities and Bibliography

The following Florida Statutes, Administrative Regulations, Rules and Contracts govern operations of the Florida Department of Corrections:

FLORIDA STATUTES

- 20.315 Created a Department of Corrections
- 110.105 Employment Policy of the State
- 110.205 Career Service Exemptions - Exempt position
- 186.022 State Agency Functional Plans: Consistency with State Comprehensive Plan
- 187.201 State Comprehensive Plan 229.565(3) Educational Evaluation Procedure
Education Evaluation
- 252 Emergency Management
- 253.025 Acquisition of State Lands
- 273.02 Record and Inventory of Certain Property
- 284.50 Loss Prevention Program; Safety Coordinators; Interagency Advisory Council
on Loss Prevention; Employee Recognition Program
- 364.510 Distance Learning Network
- 397.305 Provide Substance Abuse Treatment
- 403 Environmental Control
- 440.56 Safety Rules and Provisions; Penalty
- 442 Occupational Health and Safety
- 447.203 (2) Definitions of "Public Employees"
- 633.085 Inspections of State Buildings and Premises: Tests of Fire Safety Equipment;
Building Plans to be Approved
- 775.084 Violent Career criminals
- 775.089 Court Order to Collect and Dispense Restitution
- 784.07 Assaults by Prisoners
- 874.03 Criminal Street Gang member
- 794.011 Sexual Battery

Exhibit 50

921	Sentence
943.03	Department of Law Enforcement
944.012	Legislative Intent
944.012(5)	Authority to Coordinate with Various Agencies
944.023	Comprehensive Correctional Master Plan
944.26	Community-Based Facilities and Programs
944.33	Community Correctional Centers
944.053	Public Works Projects
944.08	Commitment to Custody of Department: Venue of Institutions
944.09	Rules of the Department: Offenders, Probationers and Parolees
944.10	Department of Corrections to Provide Buildings
944.105	Contractual Arrangements with Private Entities for Operation and Maintenance of Correctional Facilities and Supervision of Inmates
944.11	Department to adopt Rules as to Admission of Books
944.1905	Initial Inmate Classification: Inmate Reclassification
944.291	Prisoner released by reason of gain-time allowances or attainment of provisional release date
944.704	Transition Programs
944.705	Release Orientation Program
944.707	Post Release Support Services
944.801	Education for State Prisoners
945.04	Maximize Use of Inmate Labor
945.091	Extension of the Limits of Confinement: Restitution by Employed Inmates
945.092	Limits on Work Release
945.12	Transfers for Rehabilitative Treatment
945.41	Legislative Intent of Section 945.40945.49 Corrections Mental Health Act
945.49	Operation and Administration
945.71-73	Boot Camps - Training
946	Inmate Labor and Correctional Work Programs
947.146	Control Release Authority
948	Probation and Community Control
948.01	When Court May Place Defendant on Probation or into Community Control
948.03	Terms and Conditions of Probation or Community Control
948.50	Community Corrections Partnership Act
949.07	Compacts with Other States
949.09	Short Title: Section 949.07-949.08 Uniform Law for Out-of-State Probation and Parole Supervision

- 957.03 Correctional Privatization Commission
- 957.04 Contract Requirements
- 957.07 Cost Saving Requirements
- 958.04 Judicial Disposition of Youthful Offenders

DEPARTMENT OF CORRECTIONS ADMINISTRATIVE RULES

- 33-1 Definitions, Responsibilities, Organization and Public Information
- 33-2 Inspections and Investigations
- 33-3 Operation of Institutions
- 33-4 Personnel
- 33-5 Visitors
- 33-6 Reception, Classification, Transfer and Records
- 33-7 Local Transfer, Temporary Release and Discharge Procedures
- 33-8 County and Municipal Detention Facilities
- 33-9 Extension of the Limits of Confinement
- 33-11 Modification of Sentences
- 33-12 Notice of Proceedings and Proposed Rules
- 33-14 Procedures for Contracting for Professional Services
- 33-15 News Media Access Following Issuance of Death Warrants
- 33-19 Health Services
- 33-20 Miscellaneous Provisions
- 33-21 Interstate Cooperation
- 33-22 Inmate Discipline
- 33-23 Corrections Mental Health Facilities
- 33-24 Probation and Parole Services
- 33-25 Staff Development
- 33-26 Staff Housing
- 33-27 Basic Training Program for Youthful Offenders
- 33-29 Inmate Grievance Procedure
- 33-30 Food Services
- 33-31 Utilization of Minority Business Enterprises
- 33-32 Construction and Operation of Private Correctional Facilities
- 33-35 Community Corrections Partnership
- 33-36 Indexing of Final Agency Orders
- 33-37 Substance Abuse Programs

DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURES

DIRECTIVES

- 1.01.02 Inter and Intra Governmental Cooperation
- 2.02.34 Industrial/Fire Safety, Loss, Control and Prevention
- 3.01.01 The Processing of Inmates' Impounded Personal Property
- 2.01.01 Inmate Personal Property
- 3.04.07 Contraband
- 3.04.11 Inmate Package Permits
- 4.07.32 Probation and Restitution Centers

CONTRACTS

Department of Corrections/Department of Labor Employment Security Contractual Agreement for Services, 1985 for Services Under Item 316 of the 1981-89 State of Florida Appropriations Act.

OTHER AGENCY ADMINISTRATIVE RULES

DER Rules 17-2 and 17-712 FAC Biohazardous Waste Disposal
DHRS Rule 10D-104 FAC

OTHER SOURCES REFERRED TO IN THE STRATEGIC PLAN

Americans with Disabilities Act
Criminal Justice Estimating Conference (CJEC) Reports
Department of Community Affairs Directives
Department of Corrections Annual Report 1996-97
Department of Corrections Strategic Information Systems Plan 1990 (Anderson Report)
Department of Corrections Environmental Health Services Manual July 1980
Governor's Commission For Government By The People December 1991
Health Services Bulletin 15.13.01
Health Services Bulletin 15.03.13
Health Services Bulletin 15.03.05
Health Services Bulletin 15.03.24
National Council on Crime & Delinquency: Evaluation of the Florida Community Control Program 1987
National Probation and Parole Association and The President's Commission on Law Enforcement and the Administration of Justice
Parole & Probation Staff Safety Task Force Report
Personnel Procedures Manual, Vol. 3, Chapters 3 & 5
State of Florida, Department of Corrections Strategic Information Systems Plan
State Strategic Plan for Information Resource Management: Fiscal Years 1995-1999

BIBLIOGRAPHY

1. Annual Report 1996-1997, Florida Department of Corrections.
2. "Community Work Squads Earnings and Value Added/Cost Savings Report," Dated June 30, 1997, Program Services, Department of

Corrections.

3. Correctional Education School; Authority Annual Report FY 1993-94 and Paradox Special Education Database, Department of Corrections.
4. Correctional Education School Authority, Based On Pre and Post Testing Sample Taken During the Period of July - December 1994.
5. Correctional Education Status Report, July 1, 1994 - June 1, 1995.
6. Corrections Yearbook 1994, Criminal Justice Institute, Inc., New York.
7. Department of Corrections Affirmative Action Plan, FY 1994-95.
8. Evelyn Gort Career Criminal Act, Chapter 98-152, Laws of Florida.
9. Florida Administrative Code, Section 33-25.
10. "Florida's Community Supervision Population Trends," Bureau of Research and Data Analysis, Department of Corrections, 1997.
11. Governor's Sterling Award Application Manual.
12. Governor's Sterling Award Manual, 1994
13. Inmate Escape Report, FY 1996-1997, Bureau of Research and Data Analysis, Department of Corrections.
14. "Minority Business Enterprise Program Final Report, FY 1993-94," Pinky Douglas-Moore, Bureau of General Services, Department of Corrections.
15. Recidivism Rates of Inmates Released from Florida's Prisons, June 30, 1997, Department of Corrections.
16. State Strategic Plan for Information Resource Management: FY 1995-99, Information Resource Commission, State of Florida, January 1994.
17. "Strategic Planning at the Florida Department of Corrections: An Assessment Four Years into the Program," C. James Juang & Frances S. Berry, PhD, The Florida State University, July 1995.
18. "Tier Program Outcome Evaluation: A Recommitment Study," Bureau of Planning, Research and Statistics, Department of Corrections.
19. USA and Florida Department of Corrections Agreement, 5/19/92.

Villafana, Ann Marie C. (USAFLS)

From: Jay Lefkowitz [JLefkowitz@kirkland.com]
Sent: Sunday, September 23, 2007 11:58 AM
To: Acosta, Alex (USAFLS)
cc: Lourie, Andrew; Sloman, Jeff (USAFLS); Villafana, Ann Marie C. (USAFLS)
Subject: Jeffrey Epstein - confidential

Dear Mr. Acosta,

I write to follow up on our conversation on Friday and to ask you to reconsider your decision to require that Mr. Epstein plead guilty to a registerable state charge. It appears that there was a misunderstanding at the meeting I had with Messrs.

Lourie, Krischer, Goldberger, Lefcourt, Ms. Villafana and Ms. Belohlavek. Please confirm this with Andy Lourie.

Before the meeting, Mr. Krischer, and Ms. Belohlavek, a sex prosecutor for 13 years, told us that solicitation of a minor, under 796.03, is not a registerable offense. However, as it turned out, 796.03 is a registerable offense and our discussion at the meeting was based on a mistaken

assumption. We suggest that Mr. Epstein enter two pleas -- one to the Indictment and a second to a non-registerable charge. This charge could still allow for restitution under chapter 796. Indeed, because the conduct at issue here involves woman under the age of majority, I would suggest that Mr. Epstein plead either to a charge of contributing to the delinquency of a minor, child abuse, and/or agree to a statement of facts that he should have known that women under the age of majority were involved. Such a statement combined with a plea should address any concerns you have regarding Mr. Epstein's accepting responsibility for his conduct.

To require registration based on the facts alleged in this case, however, simply does not make sense.

Registration is a life sentence and the FBI's involvement in this case and their interest in vindication for their efforts cannot justify a punishment harsher than what Mr. Epstein deserves. I ask you to look at the manner in which the state settled the Kutun case last week. As you know, Mr. Kutun was a public figure who had videotaped sexual intercourse with a 16 year old. Consider the following factors, which we believe, indicate that registration is not justified in Mr. Epstein's case:

- Mr. Epstein has no prior criminal record and no previous history of sexual offenses;
- The vast majority of the girls alleged to be involved were over the age of 16, and many were months away from reaching the age of majority;
- There are no allegations of substance or alcohol abuse or that Mr. Epstein provided drugs or alcohol to anyone;
- There is no suggestion that Mr. Epstein is a pedophile;

- There is no history of mental illness or anti-social personality disorder;

There is no evidence of internet luring or trolling seek out girls;

- There is no need to make public the facts of Mr. Epstein's case to protect others since he is already in the public eye and
- Mr. Epstein's employment does not involve or require any contact with minors.

Given these factors, Mr. Epstein does not pose the type of future threat that registration is designed to address. Also, Mr. Epstein's term of incarceration serves as an already harsh punishment. His business will have been terminated, and his reputation destroyed.

If you refuse to agree to allow Mr. Epstein to plead to our proposed state charges, I propose an alternative option that will satisfy your need of vindication of a federal interest and public safety while at that same time address my concerns for Mr. Epstein's safety. The United States Sentencing Guidelines contain extraordinary sentencing enhancements for a defendant who has a prior sex offense conviction and again commits a sexual offense against a minor, USSG 4B1.5. See e.g., United States v. Leach, 491 F.3d 858 (8th Cir. 2007).

Mr. Epstein will agree, if permitted under the terms of his federal deferred prosecution agreement to resolve his state case with a plea to a non-registerable state sex offense, to stipulate that the state offense in question will, without contest, legally constitute a prior "sexual offense" for purposes of the enhanced recidivist sentencing under USSG 4B1.5 in the event he is ever again determined to have committed a federal sex offense against minors as defined by this guideline.

If you accept this stipulation - and make it part of the deferred prosecution agreement- Mr. Epstein will know, with certitude, that any future violation of any relevant federal law will put him in a federal prison for a substantial part of the rest of his life.

By accepting this option, you would be substituting the certainty of recidivist sentencing for the humiliation of registration. I hope you will consider this alternative seriously.

Finally, if you are unwilling to accept our proposal, then I would like to discuss with you the language that would be appropriate to allow Mr. Epstein to be charged near the completion of his sentence to a registerable sex offense.

I look forward to hearing from you regarding your decision. I will be working on all other aspects of the final agreement today with Ms. Villafana. Please contact me if you have any questions.

Sincerely,

Jay Lefkowitz

Villafana, Ann Marie C. (USAFLS)

From: Acosta, Alex (USAFLS)
Sent: Sunday, September 23, 2007 4:31 PM
Subject: 'JLefkowitz@kirkland.com'; Lourie, Andrew (USAFLS); Villafana, Ann Marie C. (USAFLS)
Re:

Jay -

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

Marie and Andy 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. Marie and Andy have authority to proceed as they, in their professional opinion, consider best.

Alex.

Sent from my BlackBerry Wireless Handheld

-----Original Message-----
From: Jay Lefkowitz <JLefkowitz@kirkland.com>
To: Acosta, Alex (USAFLS) <AAcosta@usa.doj.gov>
Sent: Sun Sep 23 14:11:57 2007

Confidential communication

Alex - I got a call from Marie who said you had rejected our proposal. Does that mean you are not even prepared to have Jeffrey commit now to plead to the registerable offense near the end of his 18 month sentence and then be sentenced to 12 month community control for that charge? I thought that was exactly what you proposed Friday (although you wanted, but were not able, to do it with some kind of federal charge).

But that still gives you a registerable sex offense, 30 months total, and 18 in jail.

How can that not satisfy you -- while still ensuring that Epstein is not unduly endangered in jail?

Can you please let me know - by email if not by phone. I am disappointed you did not accept our new proposal today, but that is obviously your prerogative. But what I am suggesting now relates only to issues of safety. The charges, the time, and even the fact of registration is all exactly as you are demanding.

Thanks. Jay

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.

**IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN**

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. 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 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.
8. 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 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 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.
9. Epstein's signature on this agreement also is not to be construed as an 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 paragraph (8), *supra*, 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.
11. Epstein shall use his best efforts to enter his guilty plea and be

sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to Sarah Kellen, [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

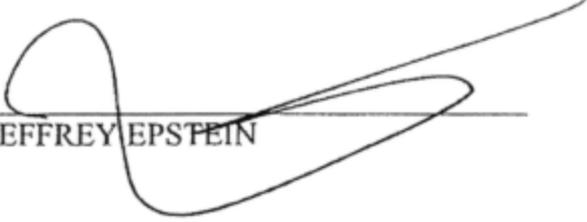
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____

A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

Dated: 9/24/07



JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

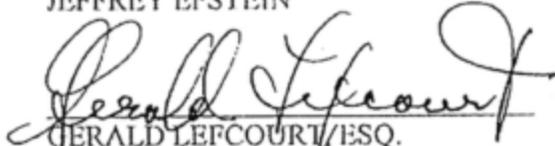
Dated: 9/27/07

By: 
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 9/24/07


GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____
A. MARIE VILLAFANA
ASSISTANT U.S. ATTORNEY

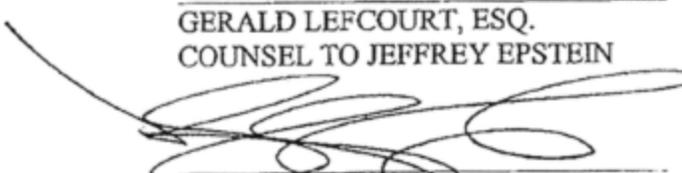
Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07



LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN



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*

June 18, 2007

VIA ELECTRONIC MAIL

Gerald Lefcourt, Esq.
Gerald P. Lefcourt, P.C.
148 East 78th Street
New York, NY 10021

Re: Subpoena to NES, LLC and June 26, 2007 Meeting

Dear Mr. Lefcourt:

Thank you for agreeing to accept service of the attached subpoena addressed to the Custodian of Records of NES, LLC. I did recall one more corporate entity, New York Strategy Group, Inc., and hope that you can accept service on behalf of that corporation, as well. Please let me know. I understand that, as with the other corporations, you are representing this entity for the purpose of accepting service, but the entity may retain different counsel at a later date. Neither NES, LLC nor New York Strategy Group, Inc. is a target of the grand jury investigation.

The subpoenas call for documentary and electronic information. I have set the date for the return of the items for Tuesday, July 10, 2007. If additional time is needed to complete the document collection, please let me know. If there are any categories for which no documents exist, please ask the Custodian of Records to provide a certificate of nonexistence of records.

With respect to the meeting next week, the statutes under consideration are: 18 U.S.C. § 371; 18 U.S.C. § 1591(a)(1); 18 U.S.C. § 1956(a)(3)(A); 18 U.S.C. § 1960; 18 U.S.C. § 2421; 18 U.S.C. § 2422(b); 18 U.S.C. § 2423(b); and 18 U.S.C. § 2423(e).

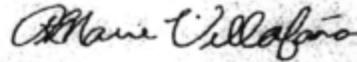
Exhibit 53

GERALD LEFCOURT, ESQ.
JUNE 18, 2007
PAGE 2 OF 2

Thank you again for your assistance.

Sincerely,

R. Alexander Acosta
United States Attorney



By:

A. Marie Villafaña
Assistant United States Attorney

cc: Lilly Ann Sanchez (with enclosure)
Matthew Menchel (with enclosure)

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, May 21, 2007 4:30 PM
To: Sloman, Jeff (USAFLS); Menchel, Matthew (USAFLS)
Subject: Leap Year

Tracking:	Recipient	Read
	Sloman, Jeff (USAFLS)	Read: 5/21/2007 4:37 PM
	Menchel, Matthew (USAFLS)	Read: 5/21/2007 5:09 PM

Hi all – I know Alex just got back, so I don't expect a signed indictment. I have time set aside with the grand jury tomorrow, and I am wondering if you have a sense of the direction where we are headed – i.e., approval of an indictment something like the current draft, a complaint to allow for pre-indictment negotiations, an indictment drastically different from the current draft? I am concerned about confusing the grand jury, which is never a good thing.

Any guidance?

Thank you.

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

EXHIBIT 54

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, December 03, 2007 4:32 PM
To: Acosta, Alex (USAFLS)
Cc: Sloman, Jeff (USAFLS)
Subject: Follow up on the trust issue

Hi Alex – I wasn't sure if you knew that I actually did quite a bit of research on the issue of "the Trust." With Drew's help, I tracked down and spoke with the AUSA in Alaska who put together that agreement. His case did not involve damages, it was purely restitution. He also had a small number of identified victims (I think 12), and they all consented to the procedure. In Alaska, they also were able to persuade a small local bank to serve as the trustee, and they had a somewhat elaborate procedure for deciding who would get what money. There also was a Court order approving the procedure. Also, one of Starr's objections is that the his client was informed of who the victims were before he signed the agreement, but the same thing happened in Alaska. In a notice to the Court, the AUSA wrote: This filing is made ex parte because Boehm, in his plea agreement, waived any rights he had pertaining to the selection of beneficiaries and the disbursement of funds to such beneficiaries.

My objections to the Trust concept were: (1) I could not bind the girls to an agreement that would involve waiving their rights to file private lawsuits; (2) since there would be no federal plea, there was no mechanism to involve the Court in administering the Trust and there would be no federal order of restitution; (3) I knew that all of the girls would not consent to such a procedure; (4) there was no way to estimate the damages of all of the girls to decide what the corpus amount should be; and (5) given how difficult the negotiations had been, I knew that creating and agreeing to an elaborate trust structure would be impossible. I did offer to include language about our Office and the [REDACTED] for the girls sitting down with the defense to try in good faith to develop a trust, but that was rejected.

I have copies of all of the documents that they used in Alaska, if you are interested.

Thanks.

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

Tracking:

2485

EXHIBIT 55

EFTA00226077

Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, December 03, 2007 3:45 PM
To: Acosta, Alex (USAFLS)
Cc: Sloman, Jeff (USAFLS)
Subject: Relevant Drafts of the Agreement

Importance: High

Hi Alex – Here are the first set of agreements that we proposed. They were drafted on September 6th. The plea agreement (where he pleads to a federal charge) contains nothing about section 2255. The Non-Prosecution Agreement contains the following:

4. Epstein agrees that, if any of the victims identified in the federal investigation file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the U.S. District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein will not contest that the identified victims are persons who, while minors, were victims of violations of Title 18, United States Code, Sections(s) 2422 and/or 2423.
5. The United States shall provide Epstein's attorneys with a list of the identified victims, which will not exceed forty, after Epstein has signed this agreement and entered his guilty plea. The United States shall make a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for the identified victims and Epstein's counsel may contact the identified victims through that counsel.

At the beginning, Epstein was most interested in pleading to a federal charge, so we spent a lot of time on the federal plea agreement. This identical language was incorporated into the proposed federal plea agreement. I have 11 drafts of the plea agreement on my computer, they all have the identical language on this point.

Around mid-September, we went back to the Non-Prosecution Agreement.

On September 16th, Jay proposed the following language:

Epstein agrees to fund a Trust set up in concert with the Government and under the supervision of the 15th Judicial Circuit in and for Palm Beach County. Epstein agrees that a Trustee will be appointed by the Circuit Court and that funds from the Trust will be available to be disbursed at the Trustee's discretion to an agreed list of persons who seek reimbursement and make a good faith showing to the Trustee that they suffered injury as a result of the conduct of Epstein. Epstein waives his right to contest liability or damages up to an amount agreed to by the parties for any settlements entered into by the Trustee. Epstein's waiver is not to be construed as an admission of civil or criminal liability in regards to any of those who seek compensation from the Trust.

I sent an e-mail to Jay on September 18th, with the following response:

Re your paragraph 8: As I mentioned over the telephone, I cannot bind the girls to the Trust Agreement, and I don't think it is appropriate that a state court would administer a trust that seeks to pay for federal civil claims. We both want to avoid unscrupulous attorneys and/or litigants from coming forward, and I know that your client wants to keep these matters outside of public court filings, but I just don't have the power to do what you ask. Here is my recommendation. During the period between Mr. Epstein's plea and sentencing, I make a motion for appointment of the Guardian Ad

Litem. The three of us sit down and discuss things, and I will facilitate as much as I can getting the girls' approval of this procedure because, as I mentioned, I think it is probably in their best interests. In terms of plea agreement language, let me suggest the following:

The United States agrees to make a motion seeking the appointment of a Guardian ad Litem to represent the identified victims. Following the appointment of such Guardian, the parties agree to work together in good faith to develop a Trust Agreement, subject to the Court's approval, that would provide for any damages owed to the identified victims pursuant to 18 U.S.C. Section 2255. Then include the last two sentences of your paragraph 8.

NOTICE that I offered to try to put together a Trust Agreement.

On September 18th, Jay sent a proposed agreement that made no mention at all of payments to the victims.

Jay sent the following redline on September 21st:



Non Prosecution
Agreement Star..

On September 23rd, he sent me a "redline" of my most recent version, with the following changes:



20070923_8pmR
lline_of_MV's_Ag

On September 23rd, at around 8:00 p.m., the language was:

6. 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 been sentenced. Upon the execution of this agreement, the United States will file a motion with the United States District Court for the Southern District of Florida for the appointment of a guardian ad litem for these persons. Epstein's counsel may contact the identified individuals through that guardian.
7. If any of the individuals referred to in paragraph (6), *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 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 as agreed to between the identified victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

8. Epstein's signature on this agreement also is not to be construed as an 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.

At the end of the day on September 24th, at Jay's request, there were several significant changes. Here is the new language:

7. 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 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.
8. 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 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 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.
9. Epstein's signature on this agreement also is not to be construed as an 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 paragraph (8), *supra*, 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.

This was the final language.

Please let me know if you need other information. Thank 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

Tracking:

2490

EFTA00226081

Villafana, Ann Marie C. (USAFLS)

From: Cassella, Stefan
Sent: Thursday, March 22, 2007 4:14 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: RE: A Money Laundering Question

Aside from cases where there is a representation as to the nature of the money by a law enforcement agent (sting cases; 1956(a)(3)), or cases involving the international transfer of funds (intl money laundering; 1956(a)(2)(A)), all money laundering offenses under 1956 and 1957 require proof that the money actually was SUA proceeds. There is no provision, in other words, for "reverse money laundering" – i.e., the process of sending money from one place to another for the purpose of promoting a future criminal act. This is a problem in our money laundering statutes that we've asked Congress to fix. (Ironically, the State of Florida has a state reverse money laundering statute that might apply to your facts.)

There are some other possibilities, however. If the money was sent via a money remitter, there could be a violation of 1960(b)(1)(C) (sending funds through a money remitting business knowing that they were intended to be used for an illegal purpose). Also, since the end result of this transaction was the promotion of a prostitution offense, you could have a violation of 1952 (using a facility in interstate commerce to promote a state prostitution offense).

Please let me know if either of these work for you.

Stef

From: Villafana, Ann Marie C. (USAFLS) [mailto:Ann.Marie.C.Villafana@usdoj.gov]
Sent: Thursday, March 22, 2007 4:00 PM
To: Cassella, Stefan
Subject: RE: A Money Laundering Question

Thank you, Stef. I must admit that your answer doesn't make me happy. Do you think that there is any other type of money laundering that I could charge?

A. Marie Villafaña

Assistant U.S. Attorney
500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401
561 820-8711
Fax 561 820-8777
ann.marie.c.villafana@usdoj.gov

From: Cassella, Stefan
Sent: Thursday, March 22, 2007 3:10 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: RE: A Money Laundering Question

Marie,

We have always taken the position that a sting offense – i.e., a violation of 1956a3 – requires proof of a representation that the property involved in the transaction was either A) SUA proceeds, or B) property used to facilitate. In other words, contrary to your construction of the statute, we think the representation element applies to both of the phrases that follow, and not just to the proceeds. I could go into detail regarding the elements of 1956(a)(3) and its legislative history if necessary (we did a memo on this to counsel for one of the agencies many years ago), but I think the reason you haven't found any case law on this is that we've discouraged bringing any prosecutions based on this reading of the statute.

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EFTA00226082

I suspect that this is not what you were hoping to hear, but that's how we see it.

Good luck with this,

Stef

From: Villafana, Ann Marie C. (USAFLS) [mailto:Ann.Marie.C.Villafana@usdoj.gov]
Sent: Thursday, March 22, 2007 12:50 PM
To: Cassella, Stefan
Subject: A Money Laundering Question

Hi Stefan -- One of our ICE Agents recommended that I contact you with this question. I have a target who transfers funds from a bank account in New York to a bank account in Florida. The target then asks his assistant in Florida to withdraw cash from the Florida account to pay underage prostitutes here in Florida. I would like to charge money laundering under 1956(a)(3)(A): "Whoever, with the intent (A) to promote the carrying on of specified unlawful activity; . . . conducts or attempts to conduct a financial transaction involving . . . property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years or both."

I read the statute as NOT requiring either the use of criminal proceeds or an attempt to conceal the transactions, but I haven't found any cases that involve purely promotional money laundering. Can you help?

Thank you so much.

A. Marie Villafaña
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ann.marie.c.villafana@usdoj.gov

Aiding + Abetting Money Laundering

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Nevertheless, the defendants maintain that, unlike in most of the prior cases, the government failed to produce any evidence that they were crew members. To the contrary, the testimony of the INS official established that both Curra-Barona and Velunza-Calvan, in their post-arrest statements, characterized their status aboard the DANNY as that of a crewman. In addition, a Coast Guard officer noted that, when describing the mysterious departure of the captain, Montano stated that he had the responsibility of steering the vessel to its intended destination. Thus, the defendants' own statements tend to refute their contention that they sailed on the DANNY merely as passengers, and not as crew members.

Taken together, this evidence satisfied the government's *prima facie* case, as delineated in *DeWeese*, on both the conspiracy and possession charges. See *Julio-Diaz*, 678 F.2d at 1033; *Riker*, 670 F.2d at 989. Confronted with that proof, "[t]he jury was certainly entitled to disbelieve [the defendants'] unlikely story that they were unaware of the marijuana until they were several miles from shore." *Liles*, 670 F.2d at 992. In short, under the precedents of this court, the evidence was sufficient.

Accordingly, the judgments are AFFIRMED.



UNITED STATES of America,
Plaintiff-Appellee,

v.

Oscar de J. TOBON-BUILES,
Defendant-Appellant.

No. 82-5490.

United States Court of Appeals,
Eleventh Circuit.

June 6, 1983.

Rehearing En Banc Denied Sept. 13, 1983.

Defendant was convicted before the United States District Court for the North-

ern District of Florida, William Stafford, Chief Judge, of concealing existence, source and transfer of over \$100,000 by purchasing cashier's checks in amounts less than \$10,000 from different financial institutions for purpose of avoiding institutions' filing of currency transaction reports, and he appealed. The Court of Appeals, Floyd R. Gibson, Senior Circuit Judge, sitting by designation, held that: (1) defendant's legal incapacity to commit crime of concealment by himself, owing to lack of personal duty to report currency transactions exceeding \$10,000, did not detract from his liability; (2) evidence supported finding that probable cause to arrest existed; (3) exigent circumstances justified officers' failure to obtain warrant before stopping defendant and companion and taking them to police station; (4) trial court did not abuse its discretion in admitting gun; and (5) prosecutor's closing statements were neither intended as nor of such character that jury would naturally interpret them as comment on failure of defendant to testify.

Affirmed.

1. Fraud \Leftrightarrow 68

Federal statute proscribing false statements or entries generally is statute which encompasses two distinct offenses, false representation and concealment of material fact. 18 U.S.C.A. § 1001.

2. Fraud \Leftrightarrow 68

Under statute proscribing false statements or entries false representations generally require proof that defendant knowingly made false or fraudulent statement. 18 U.S.C.A. § 1001.

3. Fraud \Leftrightarrow 68

Under federal statute proscribing false statements or entries generally, concealment violations relate to nondisclosure of statements required by statute, government regulation or form. 18 U.S.C.A. § 1001.

4. Banks and Banking \Leftrightarrow 61

Purpose of federal statute requiring reporting of prescribed transactions involving

EXHIBIT 57

domestic financial institutions is to aid government in criminal tax and regulatory investigations. Currency and Foreign Transactions Reporting Act, § 221, 31 U.S.C. (1976 Ed.) § 1081.

5. Fraud ⇐68

Under federal statute proscribing false statements or entries generally, requirement that defendant must have legal duty to disclose before he can be convicted of concealment has no application where government charges and proves that defendant willfully and knowingly caused financial institutions not to report currency transactions that they had duty to report and would have reported if they had known about such transactions. 18 U.S.C.A. § 1001.

6. Fraud ⇐68

Federal statute governing principals is directly applicable to convictions under federal statute proscribing false statements or entries generally. 18 U.S.C.A. §§ 2(b), 1001.

7. Indictment and Information ⇐108

Indictment need not specifically cite to federal statute governing principals for government to proceed on such theory of liability. 18 U.S.C.A. § 2(b).

8. Criminal Law ⇐59(4)

Federal statute governing principals was designed to impose criminal liability on one who causes intermediary to commit criminal act, even though intermediary who performed act has no criminal intent and hence is innocent of substantive crime charged. 18 U.S.C.A. § 2(b).

9. Fraud ⇐68

Because of operation of federal statute governing principals, defendant's legal incapacity to commit crime of concealment by himself, owing to his lack of any duty to report currency transactions exceeding \$10,000, did not detract from his liability under federal statute proscribing false statements or entries generally for willfully causing innocent but duty-bound financial institutions not to disclose such transactions. 18 U.S.C.A. §§ 2(b), 1001.

10. Criminal Law ⇐62

By adding words "or another" in amending federal statute governing principals, Congress sought to extend criminal liability to defendants who cause intermediary to commit criminal acts where intermediary, though innocent of substantive offense, has capacity to commit offense and causer lacks such capacity. 18 U.S.C.A. § 2(b).

11. Criminal Law ⇐62

In causing innocent intermediary to commit criminal act, causer adopts not only intermediary's act but also his capacity to commit crime. 18 U.S.C.A. § 2(b).

12. Fraud ⇐68

Federal statute proscribing false statements or entries generally was intended to cover deceptive practices aimed at frustrating or impeding legitimate functions of government departments or agencies. 18 U.S.C.A. § 1001.

13. Criminal Law ⇐1158(4)

Trial court's findings of facts supporting denial of motion to suppress must be accepted unless clearly erroneous.

14. Arrest ⇐63.4(18)

Investigator's testimony, inter alia, that defendant and companion had gone to several banks, entered separately, made virtually simultaneous cash purchases of cashier's checks, each check being for less than \$9,000, and together purchased over \$100,000 in cashier's checks during six-hour time period, supported finding that probable cause existed to arrest defendant for violation of currency laws. 18 U.S.C.A. § 1001.

15. Arrest ⇐63.4(6)

Where police stopped defendant's car on interstate because they reasonably believed that evidence could be concealed or destroyed and subsequently decided to take defendant and his companion to police station rather than waiting for warrant in view of weather and highway conditions and officers' inability to communicate with defendant or companion, exigent circumstances justified failure to obtain warrant

before stopping defendant and companion and taking them to police station.

16. Criminal Law ⇐338(7)

Gun found under passenger seat of defendant's car was relevant to show existence of scheme to conceal and cover up material facts regarding purchase by defendant and companion of number of cashier's checks, each for less than \$9,000, totaling over \$100,000. 18 U.S.C.A. § 1001.

17. Criminal Law ⇐721(3)

Prosecutor's closing statements were neither intended as nor of such character that jury would naturally interpret them as comment on failure of defendant to testify.

Lawrence J. Arnkoff, Coral Gables, Fla., for defendant-appellant.

Michael T. Simpson, Asst. U.S. Atty., Tallahassee, Fla., for plaintiff-appellee.

Appeal from the United States District Court for the Northern District of Florida.

Before RONEY and CLARK, Circuit Judges, and GIBSON*, Senior Circuit Judge.

FLOYD R. GIBSON, Senior Circuit Judge:

Oscar de J. Tobon-Builes was convicted by a jury on a one-count indictment charging Tobon with using a trick, scheme, or device to conceal and coverup and to cause to be concealed and covered up material facts in a matter within the jurisdiction of the Department of Treasury of the United States, in violation of 18 U.S.C. § 1001 (1976). The indictment specifically alleged that Tobon concealed and caused to be concealed the existence, source, and transfer of approximately \$185,200 in cash by purchasing approximately twenty-one cashier's checks in amounts less than \$10,000 from eleven different financial institutions, using a variety of names, including false names, as payees and remitters for the purpose of avoiding the financial institutions' filing of

Currency Transaction Reports ("CTRs") required by 31 U.S.C. § 1081 (1976) and 31 C.F.R. § 103.22 (1982). In this appeal, Tobon contends that: (1) he did not commit the offense of concealment under § 1001 because he was under no legal duty to disclose the existence, source, and transfer of the \$185,200; (2) the trial court erred in denying his motion to suppress evidence and statements derived from an alleged illegal arrest; (3) the trial court erred in admitting a gun seized at the time of Tobon's arrest and thereby denied Tobon his right to a fair trial; (4) the prosecutor's closing remark that defense counsel could not logically explain the evidence constituted an improper comment on Tobon's failure to testify. For the reasons set forth herein we reject all of Tobon's contentions and affirm his conviction.

I. Factual Background

The undisputed evidence presented at trial indicated that over a six-hour period Tobon and his female companion, Theresa Roman, went to ten banks in Northern Florida and at each bank made virtually simultaneous pairs of cash purchases of cashier's checks, each pair totaling around \$18,000, yet each individual check for less than \$10,000, thereby escaping the bank's required filing of a Currency Transaction Report for cash transactions exceeding \$10,000. 31 C.F.R. 103.22(a). The couple used a variety of false names in identifying themselves to the banks and attempted to conceal the fact that they were together by entering the banks separately and going to different tellers. Testimony of these banking transactions was provided by bank tellers who sold the cashier's checks to Tobon and Roman. Testimony regarding the events leading up to the couple's arrest was provided by surveillance police officers who observed the couple's activities during their cashier-check purchasing spree. This testimony revealed the following scenario.

On December 30, 1981, Tallahassee police officers observed Tobon and Roman each purchasing \$9,000 in cashier's checks from separate tellers at the Barnett Bank in

* Honorable Floyd R. Gibson, U.S. Circuit Judge

for the Eighth Circuit, sitting by designation.

downtown Tallahassee. Tobon and Roman were Hispanic and had difficulty communicating with the tellers in English. The couple left the bank in the same car, a 1979 Cadillac. Investigator Slovenkay was notified of this suspicious banking transaction and established a surveillance of the couple at about 1:00 p.m. The surveillance team later observed the couple repeating the same transaction at the Florida Federal Savings and Loan Association, each again purchasing \$9,000 cashier's checks with cash. Tobon and Roman then drove to the Sun Federal Savings and Loan Association and unsuccessfully attempted to repeat the transaction. They next drove to the Tallahassee Federal Savings and Loan Association where Roman paid cash for another \$9,000 cashier's check and Tobon unsuccessfully attempted to purchase \$9,000 in traveler's checks. They then went to a K-Mart store where Tobon spent half an hour consulting the yellow pages under the listing of financial institutions. Thereafter, each purchased \$9,000 cashier's checks at two more Tallahassee banks, the Ellis National Bank and the Florida State Bank, and then returned to the Barnett Bank, where Roman changed coats and attempted to purchase yet another \$9,000 cashier's check. When bank officials, following a police request, asked for identification, Roman said she would have to retrieve it from her car. Roman went back to the Cadillac where Tobon was waiting and the two drove away. The couple went to a local restaurant to eat dinner. After dinner, approximately 6:30 p.m., they drove north through Tallahassee, stopped for fuel and asked directions to Pensacola, Florida, via Interstate 10. They then drove north on Highway 27 continuing some twenty miles north of the well-marked I-10 cutoff until they were within a mile of the Georgia state line. They again stopped and requested directions to I-10, then returned south on Highway 27 and eventually turned west onto I-10.

By the time Tobon and Roman entered I-10, the surveillance team knew that the two had purchased between nine and eleven cashier's checks for \$9,000 each using a va-

riety of different Hispanic names as payees. Investigator Slovenkay had been advised by banking and customs officials that banks were required to file reports for currency transactions of \$10,000 or more. Slovenkay concluded that Tobon and Roman were involved in a scheme to circumvent those reporting requirements. Slovenkay also believed that the cashier's check purchases were related to illegal drug trafficking and efforts to launder drug money. The surveillance team, which at this point consisted of twelve officers, stopped the Cadillac on a bridge approximately one mile after it had turned west on I-10. Slovenkay and one other officer had their weapons drawn. Tobon exited the car and was patted down. Tobon produced a Columbian driver's license but did not have his passport on him. The vice squad's Spanish speaking secretary, Leslie Ave, attempted to advise the couple of their rights, but could not communicate with either of them. At this point, it was 8:00 p.m., dark, cold, windy, rainy, and traffic on the interstate was heavy. Slovenkay therefore decided to transport Tobon and Roman back to the police station.

At the station, Ave gave Tobon and Roman full *Miranda* warnings in Spanish. Both said they fully understood their rights. Later, Customs Patrol Officer David Cota, who was bilingual, gave Tobon the *Miranda* warnings. Tobon waived his rights and stated that he had won a lot of money gambling but that it was not in the Cadillac. Cota also advised Roman of her *Miranda* rights. Roman understood and waived those rights. She claimed ownership of the Cadillac and consented to a search of it. Shortly later, Tallahassee Officer Donna Campbell, who was bilingual, again advised Tobon of *Miranda* rights. Tobon said he understood his rights and signed a written waiver of such rights. The waiver was written in Spanish. Tobon was relaxed, cooperative, and spoke freely and openly. He told Officer Campbell that he won over \$100,000 playing poker and was purchasing cashier's checks in amounts less than \$10,000 to avoid bank reporting requirements because he did not want to pay

federal taxes on his winnings. Campbell then interviewed Roman after she had executed a written waiver of her *Miranda* rights in Spanish. Roman again claimed ownership and consented to search of the Cadillac. Campbell then returned to Tobon who granted permission to look through luggage and property of his in the Cadillac. The search of the car revealed the following items: eleven \$9,000 cashier's checks purchased in Tallahassee on December 30, 1981, with numerous different Hispanic names, including Roman but not Tobon as remitters and payees; torn customer receipt copies of ten cashier's checks purchased December 29, 1981, in Orlando, seven for \$9,000, two for \$9,100, and one for \$5,000; \$12,000 in U.S. currency; the return portion of a round-trip airline ticket from Medellin, Columbia—Miami, Florida; and a loaded .38 revolver. All of these items were introduced into evidence over Tobon's objections. Tobon sought to suppress all evidence and statements derived from the allegedly illegal warrantless arrest. The court found that the police officers, specifically Investigator Slovenkay, had probable cause to believe Tobon violated currency laws; "exigent circumstances" justified the warrantless arrest because the police officers reasonably believed the automobile contained evidence that could be easily destroyed or concealed. The court also found that Tobon voluntarily consented to the search of the car. Finally, Tobon's statements were voluntarily given after Tobon knowingly and intelligently waived his right to counsel and to remain silent.

II. 18 U.S.C. § 1001: *Concealment*

The indictment charged Tobon with violating § 1001 by knowingly and willfully concealing and causing to be concealed, by trick, scheme, or device, material facts within the jurisdiction of the Department of Treasury of the United States. The material facts concealed were the existence, origin, and transfer of approximately \$185,200 in cash. Tobon, by his own admission, sought to prevent banks from filing Currency Transaction Reports by structuring his cash purchases of \$185,200 in cashier's checks as a number of smaller cash purchas-

es, each being less than \$10,000. Tobon's purpose for doing this was to prevent the Internal Revenue Service from learning about the large sum of cash he purportedly won gambling. Tobon's main contention on this appeal is that he could not have violated the concealment prohibition of § 1001 because he was under no legal duty to report any of his cash transactions. Tobon points out that, under 31 U.S.C. § 1081 and 31 C.F.R. § 103.22, the legal duty to file Currency Transaction Reports for transactions exceeding \$10,000 applies only to the financial institutions from which he purchased the cashier's checks.

[1-3] Section 1001 of Title 18 U.S.C., provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, *conceals or covers up by any trick, scheme, or device, a material fact*, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both. (Emphasis added.)

This section is designed "to protect the authorized functions of governmental departments and agencies from the perversion which might result from the deceptive practices described." *United States v. Gilliland*, 312 U.S. 86, 92-93, 61 S.Ct. 518, 521-522, 85 L.Ed. 598 (1941). It is well established that this section encompasses two distinct offenses, false representation and concealment of a material fact. *United States v. Diogo*, 320 F.2d 898, 902 (2d Cir.1963). False representations under § 1001 require proof that the defendant knowingly made a false or fraudulent statement; "concealment requires proof of willful nondisclosure by means of a trick, scheme, or device." *Id.* at 902. Generally, concealment violations under § 1001 relate to the nondisclosure of statements required by statute, government regulation or form. See *United States* |

Irwin, 654 F.2d 671, 678-79 (10th Cir.1981); also see Goldstein, *Conspiracy to Defraud the United States*, 69 Yale L.J. 405, 454 (1959). The *Irwin* case is illustrative of the distinction between false statement and concealment under § 1001. There, the defendant, a grant expeditor aided a city in obtaining Economic Development Administration grant funds to finance an industrial park project. In the grant application, Irwin stated that he had not and would not be compensated for his assistance in obtaining the grant, even though he already had received compensation for grant services from the city and was to receive additional compensation from Adams, the eventual industrial park project engineer. This supported a false statement charge under 18 U.S.C. § 1001. *Id.*, 674-76. After the EDA approved the grant, Adams agreed to pay Irwin \$18,000 out of grant funds for services which Irwin knew were ineligible for payment under the EDA grant. Nevertheless, Irwin, in his newly assumed capacity as city manager, approved and submitted to the EDA for reimbursement the three bills from Adams; each bill included charges for the ineligible services performed by Irwin but those charges were not indicated on the face of the bills. Irwin's submission of these bills supported three false claim charges under 18 U.S.C. § 287. *Id.*, 675, 680-83. However, the court held that these submissions would not support a concealment charge under § 1001 because no one had any legal duty to disclose the charges for ineligible payments. The court emphasized that the government completely failed to show any statute, EDA regulation, or form requiring disclosure of the facts the defendant was convicted of concealing. *Id.* at 678.

1. 31 U.S.C. § 1082, provides:

The report of any transaction required to be reported under this subchapter shall be signed or otherwise made both by the domestic financial institution involved and by one or more of the parties thereto or participants therein, as the Secretary may require. If any party to or participant in the transaction is not an individual acting only for himself, the report shall identify the person or persons on whose behalf the transaction is entered into, and shall be made by the individuals acting

[4] In contrast to *Irwin*, however, in the case before us there are statutory and regulatory provisions requiring the disclosure of Tobon's currency transactions. Section 1081 of Title 31 of the United States Code, provides:

Transactions involving any domestic financial institution shall be reported to the Secretary at such time, in such manner, and in such detail as the Secretary may require if they involve the payment, receipt, or transfer of United States currency, or such other monetary instruments as the Secretary may specify, in such amounts, denominations, or both, or under such circumstances, as the Secretary shall by regulation prescribe.

The purpose of this section was to aid the government in criminal tax and regulatory investigations. *California Bankers Association v. Shultz*, 416 U.S. 21, 37-38, 94 S.Ct. 1494, 1505-1506, 39 L.Ed.2d 812 (1974). See 1970 U.S.Code Cong. & Ad.News, 4394-4396. By its terms § 1081 does not explicitly require Tobon to report any transaction in currency. Although the Secretary of Treasury is clearly authorized under 31 U.S.C. § 1082¹ to require both private individuals and financial institutions to file currency reports, the Secretary has, pursuant to 31 C.F.R. § 103.22(a),² required only that financial institutions file currency reports when they participate in "a transaction in currency of more than \$10,000." "A transaction in currency" is defined, under 31 C.F.R. § 103.11, as "[a] transaction involving the physical transfer of currency from one person to another," and "person" is defined to include an individual, partnership, association, and joint venture. Final-

as agents or bailees with respect thereto. (Emphasis added.)

2. 31 C.F.R. § 103.22(a) reads:

Each financial institution shall file a report of each deposit, withdrawal, exchange of currency or other payment or transfer, by, through, or to such financial institution, which involves a transaction in currency of more than \$10,000. Such reports shall be made on forms prescribed by the Secretary and all information called for in the forms shall be furnished.

ly, the Secretary has prescribed Form 4789, (Dept. of Treasury 1980) which states: "[m]ultiple transactions by or for any person which in any one day total more than \$10,000 should be treated as a single transaction, if the financial institution is aware of them."

Considering the foregoing statutes, regulations, and form, we believe that Tobon was involved in at least ten separate "transactions in currency of more than \$10,000," which were clearly within the ambit of the financial institution reporting requirements of 31 U.S.C. § 1081 and 31 C.F.R. § 103.22. The undisputed evidence showed that Tobon and Roman, acting on Tobon's behalf, went to ten different financial institutions and made virtually simultaneous pairs of cash purchases of cashier's checks, each pair totaling around \$18,000. It is clear that Tobon and Roman acted as a "person" under the broad definition in 31 C.F.R. § 103.11, whether as a principal/agent, an association, or a joint venture. According to Tobon, all of the money involved in the transactions was his money from poker winnings, while Roman simply helped make purchases for him. Each pair of purchases happened at the same financial institution on the same day. And, by Tobon's own admission, his use of false names and his structuring of single \$18,000 transactions as two sets of \$9,000 cash transfers represented nothing more than a scheme to prevent the financial institutions from fulfilling their legal duty to file reports for these transactions.

In *United States v. Thompson*, 603 F.2d 1200 (5th Cir.1979) that court adopted a sensible, substance-over-form approach in dealing with schemes to circumvent financial institution reporting requirements. In *Thompson*, the defendant, a chairman of the Board of a bank, was convicted of violating § 1081 by causing his bank to fail to file a Currency Transaction Report on a \$45,000 loan to a customer, Welch, to finance drug transactions. The defendant structured the loan as five separate \$9,000 loans. On appeal the court rejected the defendant's claim that he could intentionally structure a single transaction in currency

as multiple smaller transactions to avoid the reporting requirements of § 1081 and 31 C.F.R. § 103.22. The court reasoned:

Appellant analogizes this to a taxpayer structuring a financial transaction in a certain manner to avoid, rather than evade, the payment of taxes. The analogy is inapposite. Congress has lawfully required reporting of transactions in currency of more than \$10,000 as an aid to criminal, tax, or regulatory investigations or proceedings. In the instant case, appellant *intentionally sought to defeat the statutory requirements by engaging in an unreported transaction in currency of more than \$10,000*. Appellant cannot flout the requirements of § 1081 with impunity. The decision to structure a \$45,000 transaction in currency as five \$9,000 loans with the intent to annul the reporting requirements does not equate to a decision to structure a financial transaction in a lawful manner so as to minimize or avoid the applicability of a tax covering only specific activity.

Id., 1203-04. (Emphasis added.) See also *United States v. Hajecate*, 683 F.2d 894, 896-97 (5th Cir.1982) (Acts which are themselves legal lose their legal character when they become elements of an unlawful scheme.)

Tobon claims, however, that *Thompson* is inapposite because the defendant there was a bank official who had a legal duty to disclose a currency transaction exceeding \$10,000. Tobon suggests the case before us is closer to the *Irwin* case in that Tobon had no personal legal duty under any statute or regulation requiring him to disclose any transaction exceeding \$10,000. Although the *Thompson* court does not indicate whether the bank official had a legal duty to file a currency report on his transaction, it does state that the responsibility for filing the report lay upon the teller who disbursed the \$45,000. *Thompson*, 603 F.2d at 1202. More important, however, the *Thompson* court made clear that the defendant's liability, like Tobon's liability here, stemmed not from his duty to file a currency report but rather from his causing

the financial institutions to fail to file the required report. *Id.* at 1201.

[5-7] Furthermore, the requirement that a defendant must have a legal duty to disclose before he can be convicted of concealment under § 1001 has no application where, as here, the government charged and proved that Tobon willfully and knowingly caused financial institutions not to report currency transactions that they had a duty to report and would have reported if they had known about such transactions. Support for this holding is found in 18 U.S.C. § 2(b) which provides that one who "willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal." Section 2(b), a definitional provision, is directly applicable to convictions under § 1001. See Revisor's note to 18 U.S.C.A. § 1001 ("[r]eference to persons causing or procuring was omitted [from § 1001] as unnecessary in view of definition of 'principal' in Section 2 of this title.")³ Also see *Pereira*, *United States*, 202 F.2d at 836-37 (5th Cir.), *aff'd.*, 347 U.S. 1, 8-9, 74 S.Ct. 358, 362-363, 98 L.Ed. 435 (1954). In *United States*, *McClanahan*, 230 F.2d 919 (5th Cir.1956), *cert. denied* 352 U.S. 824, 77 S.Ct. 33, 1 L.Ed.2d 47 (1956), the court applied § 2(b) to the concealment provision of § 1001. In that case the defendant was charged under § 1001 and § 2 with willfully and knowingly causing, by scheme, trick, and device, veterans to conceal the fact that they did not intend to occupy premises to be purchased. The defendant's scheme involved using veterans as straw purchasers of dwellings in order to obtain low-interest Veterans Administration mortgage loans. The defendant caused the veterans to falsely affide to the Veterans Administration that they would occupy the dwellings as homes. Despite the fact that only the veterans had the duty to provide truthful information concerning occupying the homes, *McClanahan's* conviction for causing the concealment was upheld. *Id.*, 922-23.

3. Accordingly, an indictment need not specifically cite to § 2 for the government to proceed

[8] The instant case is admittedly distinguishable from the *McClanahan* case in one respect. Unlike in *McClanahan*, here those who had a legal duty to disclose—the financial institutions—were wholly innocent, having no knowledge of Tobon's scheme to circumvent reporting requirements. This distinction, however, is not controlling because it is well established that § 2(b) was designed to impose criminal liability on one who causes an intermediary to commit a criminal act, even though the intermediary who performed the act has no criminal intent and hence is innocent of the substantive crime charged, in this case concealment. See *United States*, *Pereira*, 202 F.2d at 836-37. (Court applies § 2(b) in finding defendant liable as principal under § 18 U.S.C. 2314 for willfully causing innocent bank clerk to mail into interstate commerce a fraudulently obtained check.) Also see *United States*, *Ruffin*, 613 F.2d 408, 412 (2d Cir.1979) ("It is . . . clear that under 18 U.S.C. § 2(b) one who causes another to commit a criminal act may be found guilty as a principal even though the agent who committed the act is innocent or acquitted."); *United States*, *Catena*, 500 F.2d 1319, 1323 (3d Cir.1974) (under § 2(b), a person may be guilty of causing a false claim to be presented to the United States even though he uses an innocent intermediary, e.g., insurance carriers, to actually pass on the claims to the United States); *United States v. Lester*, 363 F.2d 68, 72-73 (6th Cir.1966), *cert. denied* 385 U.S. 1002, 87 S.Ct. 795, 17 L.Ed.2d 542 (1967); *United States*, *Inciso*, 292 F.2d 374, 378 (7th Cir. 1961).

The legislative history behind § 2(b) supports this interpretation. As recognized in *Pereira*, 202 F.2d 837, the revisor's note to § 2 of Title 18, as enacted in 1948, indicates that § 2(b) was intended to remove all doubt that one who "causes the commission of an indispensable element of the offense by an innocent agent or instrumentality, is

on this theory of liability. *United States*, *Catena*, 500 F.2d 1319, 1323 (3d Cir.1974).

guilty as a principal."⁴ The same revisor's note also states that § 2(b) was designed to accord with such decisions as *United States v. Giles*, 300 U.S. 41, 57 S.Ct. 340, 81 L.Ed. 493 (1937). In *Giles* the Supreme Court affirmed the conviction of a bank teller for violating a statute prohibiting a national bank employee from making intentionally false entries in its books. The court held that although the bank teller had not personally made any false entries he could nevertheless be found guilty on the basis of evidence that he caused such entries to be made by innocent intermediaries. *Id.*, 300 U.S. 48-49, 57 S.Ct. 344. In view of language and legislative history of § 2(b), we have little doubt that Tobon is liable under § 1001 for causing the financial institutions not to file the required currency reports even though the financial institutions had no criminal intent and thus were innocent of any concealment under § 1001.

[9] Also, because of the operation of § 2(b), Tobon's legal incapacity to commit the crime of concealment by himself, owing to his lack of any duty to report currency transactions exceeding \$10,000, does not detract from his liability under § 1001 for willfully causing the innocent but duty-bound financial institutions not to disclose such transactions. Other Courts have interpreted § 2(b) to find that a person, like Tobon, who is incapable of committing a substantive criminal offense if he acted alone may nevertheless be liable as a principal where he willfully causes the prohibited conduct (e.g., nondisclosure of a currency transaction exceeding \$10,000) to be committed by intermediaries (e.g., the financial institutions) who have the capacity to commit the substantive criminal offense but who lack the criminal intent to be guilty of that offense. See *United States v. Ruffin*, 613 F.2d at 412 (Defendant, although legally incapable of personally committing offense of fraudulently obtaining Economic Development Act funds (42 U.S.C. § 2730), nevertheless liable as the principal where he willfully caused innocent agent meeting ca-

capacity requirement to engage in proscribed conduct. (§ 2(b)). *United States v. Lester*, 363 F.2d 68, 72-73 (Under § 2(b) defendants liable for conspiring to willfully cause police officers to act "under color of state law" to deprive third party of civil rights (18 U.S.C. § 242) even though police officers were found innocent of any wrongdoing and defendants lacked legal capacity to act "under color of state law."); *United States v. Wiseman*, 445 F.2d 792, 794-95 (2d Cir.1971) (Under § 2(b) defendants, private process servers, liable for violating civil right under color of state law (18 U.S.C. § 242) by willfully causing a civil court clerk, a state employee, to enter judgment against a third person, where the clerk was unaware that defendants had fraudulently procured such judgments, and where defendants lacked capacity to act under color of state law.)

[10, 11] The legislative history and purpose behind § 2(b) supports this interpretation. Prior to 1951, 18 U.S.C. § 2(b), provided: "Whoever willfully causes an act to be done which if directly performed by him would be an offense against the United States is also a principal and punishable as such." However, in 1951, § 2(b) was amended to read: "Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as the principal." The Congressional purpose in adding the words "or another" was "to . . . make certain the intent to punish [persons embraced within § 2] . . . , regardless of the fact that they may be incapable of committing the specific violation." 1951 U.S.Code Cong. & Ad.News, pp. 2578, 2583. Also see *Lester* at 73. We agree with the Court in *Ruffin*, 613 F.2d at 413, that Congress amended 18 U.S.C. § 2(b) "to enlarge the scope of criminal liability under existing substantive criminal laws so that a person who operates from behind the scenes may be convicted even though he is not expressly prohibited by the substantive statute from engaging in the

4. In *United States v. Ruffin*, 613 F.2d 408, 413-14, the court quoted identical language from a

1948 House Report explaining the purpose of § 2(b).

acts made criminal by Congress." By adding the words "or another," Congress sought to extend criminal liability to defendants, like Tobon, who cause an intermediary to commit criminal acts where the intermediary, though innocent of the substantive offense, has the capacity to commit that offense and the causer lacks such capacity. See *Wiseman*, 455 F.2d at 794-95. As Judge Mansfield succinctly expressed in *Ruffin*, 613 F.2d at 416: "In causing an innocent intermediary to commit a criminal act, the causer adopts not only the intermediary's act but [also] his capacity [to commit the crime]."

Finally, we can discern no sound policy reason why Tobon should escape criminal liability for causing concealment here either because he lacked a personal duty to report or because the financial institutions he caused to fail to report did not have the sufficient criminal intent to conceal and thus were innocent of concealment under § 1001. A cogent analysis of the rudimentary principals of criminal law underlying our application of § 2(b) here was provided in *United States v. Lester*, 363 F.2d at 73:

It is but to quote the hornbook to say that in every crime there must exist a union or joint operation of act, or failure to act, and intent. However, this is far from suggesting that the essential element of criminal intent must always reside in the person who does the forbidden act. Indeed, the latter may act without any criminal intent whatever, while the *mens rea*—"willfulness"—may reside in a person wholly incapable of committing the forbidden act. When such is the case, as at bar, the "joint operation of act and intent" prerequisite to commission of the crime is provided by the person who willfully causes the innocent actor to commit the illegal act. And in such a case, of course, only the person who willfully causes the forbidden act to be done is guilty of the crime.

In the instant case, Tobon's willfulness was clearly established by evidence showing he knew about the currency reporting requirements and that he purposely sought to prevent the financial institutions from filing

required reports by using false names and by structuring his transactions as multiple smaller transactions under \$10,000. Moreover, because of Tobon's deceptive transactions, the financial institutions, *i.e.*, the innocent intermediaries, were duped into not reporting currency transactions they would have had a duty to report and indeed would have reported had they known about Tobon's scheme. Thus, by operation of § 2(b), Tobon's criminal intent to cause a concealment is joined together with his innocent intermediaries' duties to report (*i.e.*, their capacity to commit the crime of concealment) and their failure to report (*i.e.*, "the forbidden act") to constitute the elements of actionable concealment under § 1001. See *Ruffin*, 613 F.2d at 415.

[12] We conclude by emphasizing that the application of § 2(b) to uphold Tobon's conviction for concealment is wholly consistent with the purposes of § 1001. As mentioned above, § 1001 was intended to cover deceptive practices aimed at frustrating or impeding the legitimate functions of government departments or agencies. See *United States v. Gilliland*, 312 U.S. at 93, 61 S.Ct. at 522 (1941). To permit Tobon to escape liability under § 1001 here would amount to condoning deceptive schemes designed to deprive the Department of Treasury of valuable information contained in Currency Transaction Reports.

III. Suppression of Evidence

Tobon claims the evidence seized and statements he made shortly after his arrest should have been suppressed because the arrest was illegal. He contends the district court clearly erred in finding that at the time of arrest the surveillance officers had probable cause to believe he was committing a felony. He also claims the court clearly erred in finding exigent circumstances justified this warrantless arrest. We reject Tobon's contentions here.

[13-15] The trial court's findings of facts supporting a denial of a motion to suppress must be accepted unless clearly erroneous. *United States v. Duckett*, 583 F.2d 1309, 1313 (5th Cir.1978). The court's finding that probable cause existed was supported by Investigator Slovenkay's ob-

servation that Tobon and Roman had gone to several banks, entered separately, made virtually simultaneous cash purchases of cashier's checks, each check being for less than \$9,000, and together purchased over \$100,000 in cashier's checks during a six-hour time period. Slovenkay testified that he had been advised by banking officials that currency transactions of more than \$10,000 would require the banks to file a Currency Transaction Report. We do not believe the district court erred in crediting Slovenkay's testimony and finding that the officers had probable cause to believe Tobon violated currency laws. Second, the court did not err in finding exigent circumstances justified the officers' failure to obtain a warrant before stopping Tobon and Roman and taking them to the police station. The police stopped the car on the interstate because they reasonably believed that evidence could be concealed or destroyed. And, the decision to take Roman and Tobon to the police station rather than waiting for a warrant was reasonable in view of the weather and highway conditions and the officers' inability to communicate with either Tobon or Roman. See *United States v. Watson*, 423 U.S. 411, 423-24, 96 S.Ct. 820, 827-828, 46 L.Ed.2d 598 (1976) (valid warrantless arrest upon probable cause even though adequate time to obtain warrant). Finally, the evidence clearly demonstrates and Tobon does not deny that he voluntarily consented to the search of his car and voluntarily made the inculpatory statements after he was advised of and intelligently waived his *Miranda* rights.

IV. Admission of the Gun

[16] Tobon submits he was denied a fair trial by the allegedly erroneous admission of the gun found under the passenger seat of the car. He contends the gun was irrelevant and extremely prejudicial.

Under Fed.R.Evid. 403, a trial court may exclude relevant evidence only if it finds that the probative value of the evidence is substantially outweighed by the danger of unfair prejudice to the defendant from admitting the evidence. Exclusion of evidence under Rule 403 is an extraordinary remedy and is primarily designed to exclude

"matter[s] of scant or cumulative probative force, dragged in by the heels for the sake of its prejudicial effect." *United States v. McRae*, 593 F.2d 700, 707 (5th Cir.), cert. denied, 444 U.S. 862, 100 S.Ct. 128, 62 L.Ed.2d 83 (1979). The trial court's determination not to exclude evidence under Rule 403 can be overturned on appeal only where "the trial judge has clearly abused his discretion." *United States v. Pomerantz*, 683 F.2d 352, 353 (11th Cir.1982).

We do not believe the trial court abused its broad discretion in admitting the gun here. The gun was relevant to show the existence of the scheme charged; it showed Tobon's planning and preparation to avoid the filing of CTRs on over \$185,000. The gun also showed Tobon's effort to protect the \$185,000 he possessed and to minimize the risks of the scheme. See *United States v. Masters*, 622 F.2d 83, 85-86 (4th Cir.1980) (evidence admissible in order to complete the story of the crime on trial by proving this immediate context or the "res gestae"); *United States v. Pomerantz*, 683 F.2d at 353 (defendant's possession of gun relevant to support crime of conspiracy to possess marijuana with the intent to distribute). As to the gun's prejudicial effect, the record shows that the testimony about the gun was limited; the government neither accentuated the gun in closing argument nor suggested that Tobon injured or threatened anyone with the gun. Of course, most relevant evidence is prejudicial to an accused. The purpose of Rule 403 is not to preclude the use of prejudicial evidence but the unfair use of prejudicial evidence. *United States v. McRae*, 593 F.2d at 707.

Closing Prosecutorial Comment

[17] Tobon claims the government prosecutor's comments challenging defense counsel to explain away the evidence constituted an improper comment on Tobon's failure to testify. This claim is patently frivolous and deserves little discussion. The prosecutorial remarks Tobon finds objectionable are the following challenges made to defense counsel Mr. Almon:

Mr. Almon will be up here shortly. He'll be arguing his side of the case, and I'm sure he will do a good job to it, but I

want you to keep one thing in mind, and that is, if he wasn't doing this, what was Mr. Tobon doing?

If Mr. Tobon was doing something other than using a trick, scheme or device to cover up material facts within the jurisdiction of the Department of the Treasury in a manner set out in the Indictment, I ask you to listen and wait and see if Mr. Almon tells you or suggests to you what else it may have been. (TII 208-09).

These statements were neither intended as nor of such character that a jury would naturally interpret them as a comment on the failure of Tobon to testify. See *United States v. Dearden*, 546 F.2d 622, 625 (5th Cir.1977); *United States v. White*, 444 F.2d 1274, 1278 (5th Cir.), cert. denied, 404 U.S. 949, 92 S.Ct. 300, 30 L.Ed.2d 266 (1971). Judgment AFFIRMED.



Leila G. BROWN, et al.,
Plaintiffs-Appellees,

United States of America,
Plaintiff-Intervenor,

BOARD OF SCHOOL COMMISSIONERS
OF MOBILE COUNTY, ALABAMA, et
al., Defendants-Appellants.

Leila G. BROWN, et al.,
Plaintiffs-Appellants,

BOARD OF SCHOOL COMMISSIONERS
OF MOBILE COUNTY, ALABAMA, et
al., Defendants-Appellees.

Nos. 82-7130, 82-7236.

United States Court of Appeals,
Eleventh Circuit.

June 6, 1983.

Plaintiffs brought civil rights action challenging the at-large system of electing

school commissioners in Mobile County, Alabama. The United States District Court for the Southern District of Alabama, Pittman, Chief Judge, 428 F.Supp. 1123, entered judgment for plaintiffs, and an appeal was taken. The Court of Appeals, 575 F.2d 298, affirmed. The Supreme Court, 446 U.S. 236, 100 S.Ct. 1519, 64 L.Ed.2d 181, vacated and remanded. On remand, the District Court, Pittman, Chief Judge, 542 F.Supp. 1078, concluded that the at-large election system had been adopted and maintained for the purpose of diluting black voting strength, in violation of the Voting Rights Act and the Fourteenth and Fifteenth Amendments, and Board of School Commissioners appealed. The Court of Appeals, James C. Hill, Circuit Judge, held that a District Court's findings were not clearly erroneous.

Affirmed.

1. Elections ⇐12

A racial vote dilution claimant must prove discriminatory intent.

2. Counties ⇐41

Court of Appeals' standard of review, in regard to district court's determination that the creation and maintenance of the Mobile County at-large election procedures were intentionally discriminatory, was to determine whether the district court's findings were clearly erroneous.

3. Constitutional Law ⇐274.2(3)

At-large election schemes are not per se unconstitutional, but maintenance of a purposely discriminatory vote-diluting at-large districting scheme comes within the purview of the Fourteenth Amendment. U.S.C.A. Const.Amend. 14.

4. Schools ⇐53(1)

District court's findings that the present effect of the Mobile County at-large school board election system, as a function of its original intent in 1876, "is to

Villafana, Ann Marie C. (USAFLS)

Here is the last
correspondence re
Counsel.

From: Lilly Ann Sanchez [LAS@FOWLER-WHITE.COM]
Sent: Monday, February 12, 2007 1:45 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Epstein Matter

marie-
i received your email. i will speak to gerry and get back to you shortly on both items.
hope you are well.
regards

Lilly Ann Sanchez, Esq.
FOWLER WHITE BURNETT P.A.
Espirito Santo Plaza, 14th Floor
1395 Brickell Avenue
Miami, Florida 33131-3302
Telephone: (305) 789-9200
Direct Dial: (305) 789-9279
Facsimile: (305) 789-9201
lsanchez@fowler-white.com

thanks
A

>>> "Villafana, Ann Marie C. (USAFLS)" <Ann.Marie.C.Villafana@usdoj.gov> 2/12/2007 12:24 PM >>>

Hi Lilly -- Please let Gerry know that I took his comments to heart and I am re-reviewing all of the tapes. I noticed that he had transcripts of at least some of the tapes. Any chance you would be willing to share those with me? It would make the review oh so much quicker.

And, could you send me the list of the lawyers who represent current or former employees? Before you ask, Rule 6(e) requires that I keep matters before the grand jury secret, so I cannot tell you who or what I am subpoenaing. If the subpoenaed party (or his/her attorney) decides to disclose that information to you, that is his/her prerogative, but I can't do it.

Thank you very much.

A. Marie Villafaña
Assistant U.S. Attorney
500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401
561 820-8711
Fax 561 820-8777
ann.marie.c.villafana@usdoj.gov

****TAX MATTERS- IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. If you would like such advice, please contact us.***

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Villafana, Ann Marie C. (USAFLS)

From: Villafana, Ann Marie C. (USAFLS)
Sent: Monday, February 12, 2007 3:43 PM
To: Lilly Ann Sanchez
Subject: RE: Epstein Matter

Thank you, Lilly.

A. Marie Villafana
Assistant U.S. Attorney
500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401
561 820-8711
Fax 561 820-8777
ann.marie.c.villafana@usdoj.gov

From: Lilly Ann Sanchez [mailto:LAS@FOWLER-WHITE.COM]
Sent: Monday, February 12, 2007 1:45 PM
To: Villafana, Ann Marie C. (USAFLS)
Subject: Re: Epstein Matter

marie-
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hope you are well.
regards

Lilly Ann Sanchez, Esq.
FOWLER WHITE BURNETT P.A.
Espirito Santo Plaza, 14th Floor
1395 Brickell Avenue
Miami, Florida 33131-3302
Telephone: (305) 789-9200
Direct Dial: (305) 789-9279
Facsimile: (305) 789-9201
lsanchez@fowler-white.com

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Thank you very much.

A. Marie Villafana
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500 S. Australian Ave, Ste 400

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Fax 561 820-8777
ann.marie.c.illafana@usdoj.gov

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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

May 21, 2007

DELIVERY BY HAND

Paul A. Lavery
Paul A. Lavery and Associates Investigative Services, Inc.
5325 West 20th Lane
Hialeah, FL 33016

Re: Federal Grand Jury Subpoena

Dear Mr. Lavery:

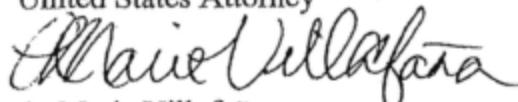
Enclosed herewith please find a federal grand jury subpoena seeking the computer equipment that you removed from the home of Jeffrey Epstein. If that equipment is still in your custody or control, please either turn it over to the agents who are serving the subpoena or return it to the Grand Jury on Tuesday, May 29, 2007.

If you no longer have custody or control over that equipment, please provide the agents with the information regarding the location where you last had the equipment and the person to whom you turned over the equipment. If you would prefer not to provide that information directly to the agents, then please appear before the Grand Jury on Tuesday, May 29, 2007.

If you intend to appear before the Grand Jury, please contact me at 561 209-1047, so that I may arrange a specific time for your appearance. Thank you for your assistance with this matter.

Sincerely,
R. Alexander Acosta
United States Attorney

By:


A. Marie Villafañá
Assistant United States Attorney

Enclosure

cc: S/A E. Nesbitt Kuyrkendall (w/enclosure)

EXHIBIT 59

Case No. 08-80736-CV-MARRA

P-000375

EFTA00226100

United States District Court
SOUTHERN DISTRICT OF FLORIDA

TO: Paul A. Lavery
Paul A. Lavery and Associates
Investigative Services, Inc.
5325 West 20th Lane
Hialeah, FL 33016

**SUBPOENA TO TESTIFY
BEFORE GRAND JURY**
FGJ 05-02(WPB)-Fri./No. OLY-49

SUBPOENA FOR:
 PERSON DOCUMENTS OR OBJECT[S]

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date and time specified below.

PLACE: United States District Courthouse 701 Clematis Street West Palm Beach, Florida 33401	ROOM: Grand Jury Room
	DATE AND TIME: May 29, 2007 1:00 pm*

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):

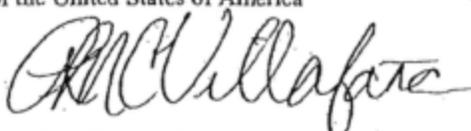
All computer equipment and electronic storage media removed from the residence located at 358 El Brillo Way, Palm Beach, Florida, including but not limited to central processing units ("CPUs"), laptop computers, keyboards, printers, modems, routers, hard drives, flash drives, thumb drives, CD-Roms, DVDs, floppy diskettes, digital cameras, and memory cards.

All computer equipment and electronic storage media that currently belongs to, or has ever belonged to, Jeffrey Epstein, including but not limited to central processing units ("CPUs"), laptop computers, keyboards, printers, modems, routers, hard drives, flash drives, thumb drives, CD-Roms, DVDs, floppy diskettes, digital cameras, and memory cards.

*Please coordinate your compliance with this subpoena and confirm the date, time, and location of your appearance with S/A Nesbitt Kuyrkendall, Federal Bureau of Investigation, Telephone: (561) 822-5946.

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK		DATE:
(BY) DEPUTY CLERK		May 21, 2007

This subpoena is issued upon application of the United States of America 	Name, Address and Phone Number of Assistant U.S. Attorney Ann Marie C. Villafañe, Assistant U.S. Attorney 500 So. Australian Avenue, Suite 400 West Palm Beach, FL 33401-6235 Tel: (561) 820-8711 x3047 Fax: (561) 802-1787
---	--

RETURN OF SERVICE¹

RECEIVED BY SERVER	DATE	PLACE
SERVED	DATE	PLACE

SERVED ON (NAME)

SERVED BY

TITLE

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL
--------	----------	-------

DECLARATION OF SERVICE²

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
DATE Signature of Server

Address of Server

ADDITIONAL INFORMATION

1. As to who may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure.

2. "Fees and mileage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure; Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendants who are unable to pay such costs (28 USC 1825, Rule 17(b) Federal Rules of Criminal Procedure)"

United States District Court
SOUTHERN DISTRICT OF FLORIDA

TO: William Riley
Riley Kiraly
Commercial Center of Miami
6135 NW 167th Street E-26
Miami, FL 33015

**SUBPOENA TO TESTIFY
BEFORE GRAND JURY**
FGJ 07-103(WPB)/No. OLY-63

SUBPOENA FOR:

PERSON

DOCUMENTS OR OBJECT[S]

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date and time specified below.

PLACE: United States District Courthouse 701 Clematis Street West Palm Beach, Florida 33401	ROOM: Grand Jury Room
	DATE AND TIME: July 10, 2007 1:00 pm*

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):

THE DOCUMENTS AND OBJECTS LISTED ON ATTACHMENT A.

***Please coordinate your compliance with this subpoena and confirm the date, time, and location of your appearance with S/A Nesbitt Kuyrkendall, Federal Bureau of Investigation, Telephone: (561) 822-5946.**

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK		DATE: June 18, 2007
(BY) DEPUTY CLERK		

This subpoena is issued upon application of the United States of America



Name, Address and Phone Number of Assistant U.S. Attorney
Ann Marie C. Villafafia, Assistant U.S. Attorney
500 So. Australian Avenue, Suite 400
West Palm Beach, FL 33401-6235
Tel: (561) 820-8711 x3047
Fax: (561) 802-1787

*If not applicable, enter "none."

To be used in lieu of AO110

FORM ORD-227
JAN.86

EXHIBIT 60

Case No. 08-80736-CV-MARRA

P-000474

ATTACHMENT A
SUBPOENA TO PAUL A. LAVERY

1. All computer equipment and electronic storage media removed from the residence located at 358 El Brillo Way, Palm Beach, Florida, including but not limited to central processing units ("CPUs"), laptop computers, keyboards, printers, modems, routers, hard drives, flash drives, thumb drives, CD-Roms, DVDs, floppy diskettes, digital cameras, and memory cards.
2. All computer equipment and electronic storage media that currently belongs to, or has ever belonged to, Jeffrey Epstein, including but not limited to central processing units ("CPUs"), laptop computers, keyboards, printers, modems, routers, hard drives, flash drives, thumb drives, CD-Roms, DVDs, floppy diskettes, digital cameras, and memory cards.
3. All documents and information related to the nature of the relationship between Mr. William Riley and/or Riley Kiraly and Mr. Jeffrey Epstein, including, but not limited to, retainer agreements; employment agreements; billing statements (whether submitted directly to Mr. Epstein or to a third party for reimbursement); records of the dates when services were performed and the hours worked; telephone logs or records of dates of communications with Mr. Epstein (or with a third party on Mr. Epstein's behalf); appointment calendars/datebooks and the like (whether in hard copy or electronic form) for any period when work was performed on behalf of Mr. Epstein or when any communication was had with Mr. Epstein (or with a third party on Mr. Epstein's behalf); and records of fee arrangements and payments received for work performed on Mr. Epstein's behalf.

United States District Court

SOUTHERN DISTRICT OF FLORIDA

TO: Custodian of Records
Riley Kiraly
Commercial Center of Miami
6135 NW 167th Street E-26
Miami, FL 33015

SUBPOENA TO TESTIFY BEFORE GRAND JURY

FGJ 07-103(VPB)/No. OLY-64

SUBPOENA FOR:

PERSON

DOCUMENTS OR OBJECT[S]

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West Palm Beach, FL 33401-6235
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*If not applicable, enter "none."

To be used in lieu of AO110

FORM ORD-227
JAN.86

EXHIBIT 61

Case No. 08-80736-CV-MARRA

P-000477

EFTA00226105

ATTACHMENT A
SUBPOENA TO PAUL A. LAVERY

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