

[REDACTED] (USAFLS)

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**From:** [REDACTED] (USAFLS)  
**Sent:** Tuesday, May 22, 2007 3:11 PM  
**To:** [REDACTED] (USAFLS); [REDACTED] (USAFLS)  
**Cc:** [REDACTED] (USAFLS)  
**Subject:** FW: Jeffrey Epstein  
**Attachments:** 2007-05-22 letter to AUSA [REDACTED]

Gentlemen,

[REDACTED] and I have already met with Lefcourt, which is really the meeting I promised him. I spoke to him last week and he said he had more information they wanted to present. I told him he could make an appointment to come in again if he wanted to and that we would meet with him again, but I did not promise that we would wait to give him a meeting "before" we charged.

So, I think he is really ready for the next level rather than a second meeting with me. Mike Tein also mentioned to me at some point that they wanted to make a presentation on the law and I suggested to him that he contact Matt without telling him exactly what stage of review we were at. I don't know if Tein and Lefcourt have crossed wires or not.

In any event, I am forwarding this letter to you. I am going to suggest to Lefcourt the same thing that I suggested to Tein. I assume you would grant his attorneys a chance to make whatever presentation they desire. It would probably be helpful to us in any event to hear their legal arguments in case we have missed something. Whether Alex would be present or grant them another meeting after that is his call.

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**From:** Gerald Lefcourt [mailto:[REDACTED]]  
**Sent:** Tuesday, May 22, 2007 2:05 PM  
**To:** [REDACTED] (USAFLS)  
**Cc:** [REDACTED] (USAFLS); [REDACTED]  
**Subject:** Jeffrey Epstein

[REDACTED], attached is a letter seeking meetings, as discussed with you, but with others if it is not resolved. Thanks for your attention. Could you email back so that I know you have received this letter?

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Gerald B. Lefcourt  
Gerald B. Lefcourt, P.C.  
[REDACTED]  
New York, New York 10021  
Tel. [REDACTED]  
Fax [REDACTED]  
[REDACTED]@[REDACTED]

6/25/07 Leftcourt to



LAW OFFICES OF  
**GERALD B. LEFCOURT, P.C.**  
A PROFESSIONAL CORPORATION  
148 EAST 78<sup>TH</sup> STREET  
NEW YORK, NEW YORK 10021

GERALD B. LEFCOURT  
[REDACTED]

TELEPHONE  
[REDACTED]

FACSIMILE  
[REDACTED]

—  
SHERYL E. REICH  
[REDACTED]

RENATO C. STABILE  
[REDACTED]

FAITH A. FRIEDMAN  
[REDACTED]

June 25, 2007

BY HAND DELIVERY

[REDACTED] Esq., First Assistant United States Attorney  
[REDACTED] Esq., Chief, Criminal Division  
The United States Attorney's Office  
Southern District of Florida  
99 NE 4<sup>th</sup> Street  
Miami, Florida 33132

[REDACTED] Deputy Chief, Northern Region  
[REDACTED] Assistant United States Attorney  
The United States Attorney's Office  
Southern District of Florida  
500 South Australian Avenue, Suite 400  
West Palm Beach, Florida 33401

*Re: Jeffrey E. Epstein*

Dear [REDACTED] and [REDACTED] and [REDACTED]:

As you are aware, we represent Jeffrey E. Epstein in connection with your ongoing investigation. We write to you in advance of our June 26, 2007, meeting to address some of the concerns that have been raised during our recent conversations. Although not exhaustive of all the issues we wish to discuss, or points we intend to raise, we believe this submission will facilitate a more productive meeting by giving you an overview of our position and the materials we plan to present in order to demonstrate that none of the statutes identified by you can rightly be applied to the conduct at issue here. We are prepared to discuss the issues raised herein further at tomorrow's meeting as well as to discuss additional concerns you may voice, all for the purpose of demonstrating why no federal prosecution should lie.

**The Federal Criminal Statutes Identified Should Not Be Applied Here**

It is clear from both the fundamental principles of federal criminal law and the specific statutes in question that federal law is not intended to prohibit, nor does it prohibit, all "wrongful" sexual activity. Indeed, there is no federal crime of sex with an underage person —

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
Office of the United States Attorney  
Southern District of Florida  
June 25, 2007  
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even assuming such an act took place in this case – nor could there be such a crime under the United States Constitution.<sup>1</sup> By and large, the delineation of such conduct (that is, determining what conduct is wrongful), and the prosecution for such conduct, have been delegated to the states. Such conduct is punishable under state laws, under which the age of consent varies from 14 to 18 with many states making sex with a 16 year old completely lawful regardless of the age of the other person.<sup>2</sup> In short, the role of federal law in this area is carefully circumscribed.

The legislative history of the federal “sex” statutes at issue evinces no federal concern with the prevalent local phenomenon of young adults – 16 or 17 years of age – voluntarily choosing to engage in sexual contact with anyone they desire. This is strictly a state concern, which some states have chosen to criminalize, while others have not, and some local prosecutors have chosen to prosecute, while others have not. It is not an accident that, as far as we have been able to determine, there is no federal case involving a defendant who maintains a reasonable mistake of fact defense, where that defendant reasonably believed the other person was 18 years of age. The federal statutes were not meant to apply in those circumstances as such conduct is a matter of state law. The federal statutes were intended to address those cases involving sexual activity with children. Indeed, the federal concerns intended to be redressed by these statutes, as evidenced by the legislative history; the advisory titles of the statutes; and even their sometimes broad language, are: the use of coercion and violence to lead *children* into a life of prostitution (12, 13, or 14 years old, or younger); sex trafficking and slavery of *children*; interstate or foreign travel to have sex with *children* (or engage in other illegal sexual activity); and trolling for *children* on the internet in order to have sex with them. None of these concerns is present here.<sup>3</sup>

*These* constitute the paradigmatic federal concerns, mainly because the states are ill prepared to deal effectively with interstate and international trafficking of children. On the other hand, the states are fully capable of deciding how to deal with entirely local matters relating to men who allegedly have inappropriate sexual contact with local young women. To disregard these concerns, to ignore congressional purpose, and attempt to give the federal statutes their broadest possible interpretation would cause the undesired result of criminalizing federally virtually all acts of prostitution or sexual misconduct – a result not intended by Congress and

<sup>1</sup> *United States v. Lopez*, 514 U.S. 549 (1995).

<sup>2</sup> Notably, Chapter 109A statutes, e.g., §§ 2241-2245, to which § 2423(b) inherently refers, each deal in terms of force and/or age. A review of these statutes demonstrates that in each instance unless force is involved, the victim must be under 16 years old for a prosecution to lie.

<sup>3</sup> We understand the Office has taken the view that Mr. Epstein targeted underage high school students. This was absolutely not the case and we will be prepared to discuss at our meeting the objective evidence demonstrating no such targeting occurred.

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. I. [REDACTED] Villafaña, Esq.  
Office of the United States Attorney  
Southern District of Florida  
June 25, 2007  
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unlikely to be sanctioned by the courts.<sup>4</sup> To stretch the statutes in the unprecedented way it appears is contemplated would do just that.

Although in this memo we have focused primarily on the federal sex statutes, in the same way that those statutes cannot logically be expanded to cover the conduct at issue, neither can the statutes governing monetary transactions. These latter statutes, designed to curb the use of what would appear to be otherwise innocent financial transactions to disguise proceeds of unlawful activity and avoid Internal Revenue Code requirements, have no place in this case. The ills sought to be remedied by these statutes are far removed from the conduct in which Mr. Epstein purportedly engaged.

We address each statute in turn, starting with those regulating monetary transactions.

#### **18 U.S.C. § 1956(a)(3) - The Money Laundering Statute - Does Not Apply to Mr. Epstein's Alleged Misconduct**

No reasonable reading of the money laundering statute can countenance such a charge against Mr. Epstein, for the statute on its face, or as even applied by the courts, has absolutely no application to the alleged misconduct. Under the facts of this case, to charge Mr. Epstein with violating the money laundering statute would be both unprecedented and inappropriate.

The money laundering statute was designed to be used and has been construed as a "concealment" statute, not a spending statute. See *United States v. Shepard*, 396 F.3d 1116 (10th Cir.), cert. denied, 545 U.S. 1110 (2005); *United States v. Hall*, 434 F.3d 42 (1st Cir. 2006) (money laundering statute does not criminalize the mere spending or investing of illegally obtained assets. Instead, at least one purpose for the expenditure must be to conceal or disguise the assets).

The Eleventh Circuit has held that "[t]o prove money laundering under § 1956(a)(3), the government must show that the defendant (1) conducted or attempted to conduct a financial transaction (2) involving property represented to be the proceeds of specified unlawful activity, (3) with the intent (a) 'to promote the carrying on of specified unlawful activity,' (b) 'to conceal or disguise the nature, location, source, ownership, or control of property believed to be the

<sup>4</sup> "Section 1591 does not criminalize all acts of prostitution (a vice traditionally governed by state regulation). Rather, its reach is limited to sex trafficking that involves children or is accomplished by force, fraud, or coercion". *United States v. Evans*, 476 F.3d 1176, 1179 n. 1 (11<sup>th</sup> Cir. 2007). Nor, has the Department of Justice deemed it appropriate. See, e.g. United States Department of Justice Civil Rights Division Anti-Trafficking News Bulletin, August/September 2004, Vol. 1, Nos. 8 and 9, at 2 (in order to address the demand for prostitution the federal government must work with the state, as it is state law that controls).

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
Office of the United States Attorney  
Southern District of Florida  
June 25, 2007  
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proceeds of specified unlawful activity,' or (c) 'to avoid a transaction reporting requirement under State or Federal law'". *United States v. Puche*, 350 F.3d 1137 (11<sup>th</sup> Cir. 2003);<sup>5</sup> *see also United States v. Arditti*, 955 F.2d 331 (5<sup>th</sup> Cir.), *reh'g denied, cert. denied* 506 U.S. 998 (1992), *cert. denied* 506 U.S. 1054, *reh'g denied* 507 U.S. 967 (1993) (undercover agent's representation satisfied requirement for establishing basis for money laundering "sting" operations that government agent represent that property involved in the transaction was the "proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity").

Thus, it is clear that the statute unquestionably and explicitly requires (a) the use of proceeds of specified unlawful activity; or (b) cash which is or was represented to be the product of unlawful activity, with neither paradigm being applicable in the case. That this was how the statute was intended to be used and is understood is further evidenced by section 9-105 of the United States Attorney's Manual, which states:

Sections 1956 and 1957 both require that the property involved in the money laundering transaction be the proceeds of specified unlawful activity at the time that the transaction occurs. The statute does not define when property becomes "proceeds," but the context implies that the property will have been derived from an already completed offense, or a completed phase of an ongoing offense, before it is laundered. Therefore, as a general rule, neither § 1956 nor § 1957 should be used where the same financial transaction represents both the money laundering offense and a part of the specified unlawful activity generating the proceeds being laundered.

The allegations of this case simply do not support a money laundering charge. Any attempt to make such a charge would constitute inappropriate overreaching and would stretch the statute beyond its intended purpose. Unlike the typical money laundering case, Mr. Epstein did not receive money or funds *from* any criminal conduct which he then used in a financial transaction. *See, e.g., United States v. Taylor*, 239 F. 3d 994 (9<sup>th</sup> Cir. 2001) (defendant charged with running an illegal escort service and using proceeds *from that business* to pay credit cards

<sup>5</sup> Instructive is Eleventh Circuit Pattern Jury Instruction 70.4 which states that the defendant can be found guilty of § 1956(a)(3)(A) only if (1) he knowingly conducted a financial transaction; (2) the transaction involved property represented to be the proceeds of specified unlawful activity or that was used to conduct or facilitate specified unlawful activity; and (3) the defendant engaged in the transaction with the intent to promote the carrying on of specified unlawful activity.

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.

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Southern District of Florida  
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used to purchase airline tickets to fly prostitutes to Las Vegas). Nor did Mr. Epstein use money he knew otherwise to be unlawfully *tainted* in a financial transaction designed to facilitate, conduct, or promote prostitution or other criminal conduct. Rather, to the extent the evidence may show that Mr. Epstein *paid* for sexual services, he most certainly did so with *untainted, legitimately earned funds*.

In addition, unlike the typical "sting" case, which 1956(a)(3) was enacted to address, there is no evidence that Mr. Epstein was aware, or that government or law enforcement personnel made him aware of circumstances from which he could reasonably have inferred that the funds were from specified unlawful activity. This is not a case where large amounts of cash of questionable origin were repeatedly delivered to Mr. Epstein in small denominations in duffel bags and boxes. *See, e.g., Puche, supra*, 350 F. 3d 1137; *see also United States v. Rahseparian*, 231 F. 3d 1257 (10th Cir. 2000) (government failed to prove that defendant knew that money was obtained by mail fraud, the unlawful activity underlying money laundering count).

To proceed under a view that the statute covers such behavior would lead to the unintended result of making use of a credit card or wire transfer to pay for sexual services provided by a prostitute money laundering. That was surely not what Congress intended, how the courts have interpreted the language of the statute, or even how it is viewed by the Department of Justice.

**18 U.S.C. § 1960 - Prohibition of Unlicensed Money Transmitting Business Does Not Apply to Mr. Epstein's Alleged Misconduct**

Likewise, a prosecution under § 1960 cannot lie.

18 U.S.C. § 1960 is a regulatory statute that was enacted in order to combat the growing use of money transmitting businesses for the purpose of transferring large sums of illegally obtained monies and to avoid the strictures of the Internal Revenue Code, as well to fund terrorism. The type of business contemplated by Congress is one which, for a fee, accepts funds for transfer within or outside the United States. *See United States v. Talebnejad*, 460 F.3d 563, 565 (4<sup>th</sup> Cir. 2006); *United States v. Velastegui*, 199 F.3d 590 (2d Cir. 1999). Once the money transmitter receives the fee and the money from the customer, a third party at the recipient location then pays the money to the designee or the transmitter wires the money directly to the recipient.

These formal and informal businesses are often operated for the purpose of sending money to an individual's home country from the United States. *See, e.g., Talebnejad, supra*, 460

[REDACTED], Esq.  
 [REDACTED], Esq.  
 [REDACTED], Esq.  
 A. [REDACTED] Esq.

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 Southern District of Florida  
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F.3d at 567 (Iranian immigrants operated money transmitting business in Maryland); *Velastegui*, 199 F.3d at 593 (money transferred to Mexico by unlicensed agent); *United States v. Bah*, 2007 U.S. Dist. LEXIS 25274 (S.D.N.Y. 2007) (defendant operated restaurant in New York which also transmitted cash overseas); *United States v. Abdullah*, 2006 U.S. Dist. LEXIS 47493 (W.D.Va. 2006) (Iraqi defendant charged customers a fee for transferring money from the United States to Middle Eastern countries). However, as noted, in many instances, due to the lack of uniform regulation, these businesses have served to transfer funds which were the proceeds of illegal activity. See *United States v. Valdes*, 2006 U.S. Dist. LEXIS 12432 (S.D.N.Y. 2006) (defendants transmitted proceeds of drug trafficking to Colombia); see also P.L. 103-325, Title IV, § 408, 108 Stat. 2252. In response to the growing concern about this improper use of these businesses, Congress enacted § 1960, in conjunction with § 5330, establishing a regulatory scheme to assist in the effective enforcement of criminal, tax, and other laws and prevent such businesses from participating in any illegal enterprises. *Id.*

It is clear that § 1960 does not apply, and was never intended to apply, to Mr. Epstein's purported misconduct. Mr. Epstein did not own or operate a "money transmitting business" as defined in § 5330. Nor was he in the money transmitting business. Mr. Epstein was not providing check cashing, currency exchange, or money transmitting or remittance services. Nor was he issuing or redeeming money orders, travelers' checks, or other similar instruments, or acting as a person engaged as a business in the transmission of funds.

Indeed, he was not carrying on a business at all through these transfers. The term "business" is defined as an "activity or enterprise for gain, benefit, advantage or livelihood" (Black's Law Dictionary (7<sup>th</sup> ed. 2007)) or as "a usually commercial or mercantile activity engaged in as a means of livelihood". Merriam-Webster's Online Dictionary. The only funds transferred were Mr. Epstein's personal monies, monies he lawfully earned. He did not profit from the transmission of this money. Nor was the act of transmitting the money a means of his livelihood. He simply took legitimate money and used it to meet his financial obligations.

At best, the evidence demonstrates that Mr. Epstein transmitted funds from personal accounts in New York to accounts in Florida in order to pay for personal expenses – food, flowers, household upkeep, etc. This cannot be viewed as anything different from giving cash to a family member, or transferring money from a savings or brokerage account to a checking account, in order to pay bills and expenses. Under no reading of the facts can Mr. Epstein's conduct in transferring money between his accounts constitute a "business", much less a money transmitting business. As such, a prosecution under the statute should not lie.

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
A. [REDACTED] Villafaña, Esq.  
Office of the United States Attorney  
Southern District of Florida  
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**18 U.S.C. § 1591 – The Misconduct Alleged Does Not Fall Within the Ambit  
of the Statute**

18 U.S.C. § 1591 – “Sex Trafficking of Children or by Force, Fraud, or Coercion” – was passed as part of the Trafficking Victims Protection Act (“TVPA”) to address a problem far removed from the present set of circumstances: human trafficking, in general, and human sex trafficking, in particular, involving both a commercial and coercive component. The statutory scheme was designed to prevent the organized exploitation of women and children for profit and was not intended to address the conduct alleged here:

The central principle behind the Trafficking Victims Protection Act is that criminals who knowingly operate enterprises that profit from sex acts involving persons who have been brought across international boundaries for such purposes by force or fraud, or who force human beings into slavery, should receive punishment commensurate with the penalties for kidnapping and forcible rape.

147 Cong. Rec. E2179-02; *see also* United States Department of Justice Civil Rights Division Anti-Trafficking News Bulletin, April 2005, Vol. 2, No. 1 at 1; July 2004, Vol. 1, No 7. at 6; and January 2004, Vol. 1, No. 1, at 1, 3 (reflecting the positions of President Bush, Attorney General Gonzalez, former Attorney General Ashcroft, and former Assistant Attorney General for the Civil Rights Division Acosta that human trafficking involves force, fraud and coercion, and is a form of modern day slavery). The behavior and actions of Mr. Epstein are far removed from the human trafficking concerns addressed by Congress in enacting § 1591. Any attempt to prosecute him under this section would be unprecedented and highly irregular.

Not surprisingly, the case law does not support any such prosecution. Nationwide there are relatively few appellate decisions dealing with prosecutions under § 1591. In the Eleventh Circuit, there are only a handful, several of which are unpublished. A review of these cases reveals that the paradigmatic case for enforcement falls into one of two categories.<sup>6</sup> The first involves defendants who have engaged in a highly predatory sort of business – prostituting underage persons, either by force, fraud, or coercion. These cases bear no relationship to the circumstance at issue here. *See, e.g., United States v. Norris*, 188 Fed. Appx. 822 (11<sup>th</sup> Cir. 2006) (unpublished)(prosecution of several men for conspiracy to hold young women in peonage, and to traffic them for commercial sex acts, involving force and threats; bail issue); *United States v.*

<sup>6</sup> A review of the United States Department of Justice Civil Rights Division Anti-Trafficking News Bulletins confirms that this same pattern exists nationwide. We will be prepared to discuss these cases further at our meeting and will supply details about the cases upon request.

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
A. [REDACTED], Esq.  
Office of the United States Attorney  
Southern District of Florida  
June 25, 2007  
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*Sims*, 161 Fed. Appx. 849, 2006 WL 14581 (11<sup>th</sup> Cir. 2006) (unpublished). See also *Evans, supra*, 476 F.3d 1176. The second involves sex tourism sting operations where the defendants signed up for a "Taboo Vacation," usually to go to Costa Rica to have sex with children. In these cases the state interest is relatively minimal and United States treaty obligations have made federal intervention a high priority. See, e.g., *United States v. Clarke*, 159 Fed. Appx. 128, 2005 WL 3438434 (11<sup>th</sup> Cir. 2005)(unpublished); *United States v. Strevell*, 185 Fed. Appx. 841, 2005 WL 1697529 (11<sup>th</sup> Cir. 2006)(unpublished), *cert. denied*, 127 U.S. 692 (2006). No such federal interest is implicated in the purely local case of Mr. Epstein.

Here, there was no trafficking – no "force, fraud or coercion"; no threats; no sexual servitude; no financial venture; no profit from a financial venture; no forced work in the commercial sex industry; and no transporting of children from underdeveloped countries to the United States or even across state lines. Nor was there any conduct which can be considered so extremely abusive or violent, that an expansion of the statutes beyond their intended purpose would be warranted.

**18 U.S.C. § 2421 – Mann Act – The Statute Was Not Intended To Address  
The Misconduct Alleged Here**

Any attempt to charge Mr. Epstein under 18 U.S.C. § 2421 would violate both the spirit and purpose of the statute. Section 2421 was first enacted by Congress in 1910 to prevent the use of interstate commerce to facilitate prostitution, concubinage, or other forms of immorality. *Hoke v. United States*, 227 U.S. 308 (1913); *Wilson v. United States*, 232 U.S. 563 (1914); *Caminetti v. United States*, 242 U.S. 470 (1917). The statute's primary purpose was to address the so-called commercial case of transporting females for immoral purposes. *Cleveland v. United States*, 329 U.S. 14 (1946) (even though the Act includes some non-commercial cases within its scope, its primary focus is commercial sexual activity); *United States v. Jamerson*, 60 F Supp 281 (D.C. Iowa 1944). However, it has also served to protect women against conduct, whether commercial or not, that involves transportation and is exploitive or violent. See, e.g., *De Vault v. United States*, 338 F.2d 179, 180 (10<sup>th</sup> Cir. 1964) (applying the Act to protect girl who was raped).

The Mann Act is a relatively antiquated morality statute that, despite its overly broad language, is wisely used only sparingly. Notably, the most recent reported decision in the 11<sup>th</sup> Circuit involving the Mann Act was decided in 1984. *United States v. Phelps*, 733 F.2d 1464 (11<sup>th</sup> Cir. 1984).

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Villafañá, Esq.  
Office of the United States Attorney  
Southern District of Florida  
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Indeed, a nationwide search of reported prosecutions and convictions under the Act reveals that the statute has primarily been limited to cases involving prostitution rings/businesses and their owners. *United States v. Holland*, 381 F.3d 80 (2d Cir. 2004) (woman running prostitution business convicted for recruiting and transport of prostitutes under § 2421); *United States v. Footman*, 215 F.3d 145 (1<sup>st</sup> Cir. 2000) (pimp who ran a prostitution ring convicted of violating § 2421). Likewise, in keeping with its purpose and title, the statute has been used in sex trafficking cases involving the exploitation of the poor and disadvantaged from foreign countries. See, e.g., *United States v. Julian*, 427 F.3d 471 (7<sup>th</sup> Cir. 2005) (sex tourism operator in Mexico facilitating travel of poor Mexican boy for sexual relationship in the United States violated § 2421). On the other hand, other cases which have targeted non-owners of prostitution rings, have further limited § 2421 prosecutions to circumstances involving egregious conduct, such as the use of force or kidnapping. See, e.g., *United States v. Lowe*, 145 F.3d 45 (1<sup>st</sup> Cir. 1998) (defendant transported woman across state lines against her will and then raped her). See also *Poindexter v United States*, 139 F.2d 158 (8<sup>th</sup> Cir. 1943) (transportation by defendant of woman across state line with purpose of raping her violated 18 U.S.C. § 2421 since statute covers interstate transportation of woman without pecuniary motive where intent is to have illicit relations with her by force or otherwise); *Brown v United States*, 237 F.2d 281 (8<sup>th</sup> Cir. 1956) (the defendant violated the Act when he tricked woman into his car and drove her across state lines where he threatened, choked, struck and raped her, and then drove her back to the bus depot where he had picked her up). As we have previously pointed out, the allegations being levied against Mr. Epstein involve no such misconduct.

We have found no reported decision in the past 20 years in which an individual was prosecuted under the Mann Act for simply traveling across state lines with a woman whom he paid for sexual services – even assuming the evidence shows this to be the case here. To use the Act to prosecute Mr. Epstein, where he was neither the owner nor operator of a prostitution ring, and where there are no allegations of kidnapping, force, or violence, would be unprecedented and would stretch the statute beyond what all understand is its modern day intended purpose.

**18 U.S.C. § 2422(b) – The Misconduct Alleged Does Not Fall Within the Ambit of the Statute**

In enacting the internet trolling statute, 18 U.S.C. § 2422(b), Congressional concerns were focused on a very specific and recent phenomenon: young people using the Internet in ever-increasing numbers, and attracting sexual predators out of the woodwork. Disturbingly, computers and the internet made it frighteningly easy for sexual predators to enter into the homes of families, undetected by parents, and prey on these children in cyberspace. As Congress recognized, with so many children online, the internet provided predators a new place -

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Villafaña, Esq.  
Office of the United States Attorney  
Southern District of Florida  
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cyberspace - to target children for criminal acts. Congress enacted the internet trolling statute to combat the alarming increase in internet predators, who were able to maintain their anonymity, while making unwanted sexual solicitations of vulnerable youngsters.

The statutory language and reported decisions confirm the statute's important, but narrow, focus. Section 2422(b) does not establish any federal sex crimes with a minor, which remain a matter of state, not federal, concern. Instead, as the reported cases reveal, it defines a crime of **communication**, not of sexual contact. Indeed, what all of the cases have in common is that the defendant used the internet to communicate with a child or purported child (or a person with influence over such a child or purported child), and with the intent to arrange a sexual tryst with the child, *with both the belief that the person was a child and with full knowledge that sexual activity with an individual of that age was illegal* – precisely the situation the statute was designed to reach.

Mr. Epstein's case lies far outside those parameters, and far outside the language and intended reach of the statute. In Mr. Epstein's case, even if there were inappropriate sexual contact with one or more 16 or 17 year olds, there was no use of the Internet to lure young victims, and no danger presented by Internet predation.

**18 U.S.C. § 2423(b) – No Travel For The Purpose of Engaging In Illicit Sexual Conduct, As Required By The Statute**

The linchpin of a prosecution under § 2423(b) is “travel for the purpose of engaging in . . . illicit sexual conduct”. The evidence overwhelmingly demonstrates that no case can be made that Mr. Epstein ever traveled to Florida *in order to* engage in illicit sexual conduct.

Elimination of the “purpose” requirement of the statute would undermine congressional intent, as recently expressed and re-affirmed in the Trafficking Act of 2002 and PROTECT Act of 2003.<sup>7</sup> Unlike subsections (a) and (b), § 2423(c), makes it unlawful to travel in *foreign commerce* and engage in illicit sexual conduct, without *any* proof of intent or purpose. It was enacted in response to the extraordinary difficulties the Department of Justice had faced in proving a defendant's intent or purpose in traveling when prosecuting foreign travel cases. Significantly, Congress did *not* amend § 2423(b), which continues to require *purpose* where the travel is *interstate*. Thus, Congress recognized the state's primary interest in proscribing illicit sexual conduct occurring within the state, *unless* one traveled to the state *for that purpose*.

<sup>7</sup> Prosecutorial Remedies and Other Tools to End the Exploitation of Children Today Act of 2003, Pub. L. No. 108-21, 117 Stat. 650 (2003). See generally *United States v. Clark*, 435 F.3 1100 (9<sup>th</sup> Cir. 2006).

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
Southern District of Florida  
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Legislative intent, and concepts of federalism, would be undermined if interstate travel with only incidental sexual conduct were prosecuted.

The nature and scope of Mr. Epstein's activities in Florida do not support the conclusion that any purported illicit sexual conduct was an "important" "purpose of the travel, a significant motivating factor", or in other words, more than merely incidental. *See United States v. Horschauer*, 2007 WL 979931 (11<sup>th</sup> Cir. 2007) (unpublished).

We understand from conversations with Ms. Villafaña that she believes that Mr. Epstein was and is a resident of New York, and that all trips to other homes were trips "away from home," undertaken for a limited period and with a specific purpose. The evidence clearly does not support this view.<sup>8</sup>

Mr. Epstein has owned a home in Florida since September, 1990 – longer than any other residence he has owned – when he purchased the property on El Brillo Way. He spent substantial amounts of money during the relevant period to improve and to maintain this home. In addition, his travel records demonstrate that during the relevant period Mr. Epstein both spent the majority of his weekends, and additional time in Florida. Although he left Florida for business and other projects, he consistently returned to Florida, weekend after weekend, year after year. Specifically, the flight logs establish that for the period 2003 - 2005 (through September)<sup>9</sup>, there is **no month** when he did not spend at least one long weekend in Florida, including in the summer months, and that he spent well over half of all weekends in Florida.<sup>10</sup>

Upon returning to Florida, Mr. Epstein routinely visited with various family members and close friends, all of whom reside or have homes in Florida, saw his primary care physician for checkups and prescribed tests, and frequented movie theaters and comedy clubs. Notably, during the relevant period, Mr. Epstein's mother took seriously ill, was often hospitalized, and convalesced in Florida until she died in 2004. A principal reason for Mr. Epstein's travels to

<sup>8</sup> Although the locus of one's residency for tax purposes is not conclusive on the question of where one in fact resides, on a number of occasions since 1995 the taxing authorities of New York State have determined that Mr. Epstein did not spend sufficient time in New York to be considered a resident of New York for tax purposes. Since 1999, Mr. Epstein has qualified under the applicable test as a domiciliary of the United States Virgin Islands and therefore entitled to the tax advantages being a domiciliary there afforded.

<sup>9</sup> Mr. Epstein stopped traveling to Florida beginning in October, 2005.

<sup>10</sup> In 2003, there were 31 multi-day trips to Florida, 29 of which were for multi-day weekends; in 2004, 37 multi-day trips to Florida, 36 of which were multi-day weekends; and in 2005 (nine months), 24 multi-day trips to Florida, 21 of which were multi-day weekends.

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
Southern District of Florida  
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Florida during that time was to visit with and attend to his mother's needs, see to her funeral arrangements, and address matters relating to her estate.

In recognition of the amount of time he spent in Florida, during the relevant period Mr. Epstein worked with several local real estate agents to purchase a larger home. For example, in 2004, as publicly reported, he attempted to acquire the Gosman Estate, a unique property that was eventually auctioned by the Bankruptcy Court.

Similarly, due to the extensive amount of time he spent in Florida and his desire to have his pilots close by and available should a flight out of Florida be required, the home base for Mr. Epstein's flight operations was Florida. Routine maintenance of the aircraft, periodic FAA inspections, and interior refittings were all carried out in Florida. Indeed, the regular crew members – the pilots and engineer – all resided in Florida, as did the majority of contract crew members who were hired from time to time. Both Hyperion Air Inc. (legal owner of Mr. Epstein's Gulfstream G-IIB), and JEGE, Inc. (legal owner of Mr. Epstein's Boeing 727), rent office space and a storage facility in Florida for the purpose of housing airplane records, including flight logs and wiring drawings, and providing the crew with a local office.

The amount of time Mr. Epstein spent at his home in Florida, and the extensive list of Florida-based activities clearly undermines the contention that Mr. Epstein is a New York resident and defeats the notion that his *purpose* in traveling to Florida was to engage in illicit sexual conduct. On the contrary, Mr. Epstein returned to Florida to engage in the routine activities of daily living. We do not believe that the government could overcome the many substantial hurdles to be encountered when attempting to prove that a specific trip to Florida was for the required statutory "purpose" of engaging in specific "illicit sexual conduct".<sup>11</sup>

### **Improprieties Surrounding The Search Warrant**

We previously referred to the many irregularities, misrepresentations and omissions which tainted the state's case. These irregularities would have a significant impact on any federal prosecution. For example, early on in any prosecution, the legality of the initial search

<sup>11</sup> There are, of course, a number of other ways in which Mr. Epstein's conduct did not violate § 2423(b). For instance, we anticipate that it will be difficult to show under the facts that at the time he initiated his travel to Florida, he knew the woman from whom he would later receive a massage, if at all, was at the time under the age of 18, or that he would engage in "illicit sexual conduct" as defined by that statute. Similarly, and again assuming that it could be shown that one of his purposes in traveling to Florida was to receive a massage, given that the activities during many of the massages varied, we do not believe it can be established that his *purpose* (or even one of his purposes) in traveling was to engage in "a sex act", however that term is ultimately defined.

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
Southern District of Florida  
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conducted pursuant to the state search warrant would need to be litigated. The warrant suffers from such substantial glaring, facial deficiencies that a motion to suppress would likely result in the suppression of all items seized during the search of 358 El Brillo, as well as all evidence derived from the search, both physical and testimonial.

In addition, the affidavit prepared by Det. Recarey in support of the search warrant is replete with material misstatements and omissions which, if not intentional, at a minimum, were made with reckless disregard for the truth. The principal misstatements and omissions all involve Det. Recarey's assertions of what the women interviewed said in their recorded sworn statements, statements taken by Det. Recarey himself and with which he was fully familiar. However, a comparison of the transcripts of those interviews with the information set forth in the affidavit reveals many instances in which Det. Recarey represented to the issuing judge that the women interviewed said things which they did *not* in fact say, or failed to reveal material information contained in those same statements that would have been important for the judicial officer to know in determining whether the warrant should issue at all and, if so, whether the seizure of the broad categories of items outlined in the warrant should be authorized. Additionally, the execution of the warrant resulted in the seizure of a number of items which clearly fell outside the scope of the warrant, thus, requiring suppression of these unlawfully seized items.

The material misstatements and omissions fall into three categories: (1) the mischaracterization of the significance of surveillance/videotape equipment located in Mr. Epstein's home; (2) the mischaracterization and misrepresentation of facts associated with the ages of the women and Mr. Epstein's claimed knowledge of their ages; and (3) the mischaracterization and misrepresentation of facts concerning the conduct in which Mr. Epstein allegedly engaged with these women. We take each in turn.

#### **Misrepresentations Regarding The Surveillance Equipment**

In an attempt to justify a seizure of computers at Mr. Epstein's residence – despite the fact that there was no misconduct alleged in connection with the use of computers – Det. Recarey affirmed that he

... recalled working a previous case within Epstein's residence on October 5, 2003, when Epstein reported a theft from within his house. A former, disgruntled houseman was suspected in stealing monies from the house. At that time, I observed several covert cameras which, would capture and record images of anyone within

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
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the residence. Epstein had purchased covert cameras which were built in wall clocks and table clocks. These images were then downloaded onto proprietary spyware software for later viewing. (Affidavit at 10).

The clear implication of Det. Recarey's statement is that images of the purported "victims" may have been captured on the cameras and downloaded to computers where they remained, and could be seized, pursuant to a warrant.

Det. Recarey, however, knew full well, but failed to inform the court, that the cameras were part of a security system installed with the assistance of the Palm Beach Police Department and were located in only two areas of the house – Mr. Epstein's office and the garage. Det. Recarey was also aware – but did not tell the court – that none of the women interviewed alleged that she visited, much less engaged in illicit conduct, with Mr. Epstein in either location. Finally, none of the witnesses ever claimed, even when asked, that Mr. Epstein videotaped her, or evidenced any knowledge whatsoever that he may have videotaped her visit. There can be no doubt that his misstatements and omissions were intentional and designed to establish probable cause that did not exist and to overcome staleness concerns.

#### Misrepresentations Regarding The Age Of The Witnesses and Mr. Epstein's Knowledge

Det. Recarey *affirmed* that [REDACTED] claimed:

[Mr. Epstein] told her the younger the better. (Affidavit at 4)

And, that:

Robson stated she once tried to bring a 23 year old female and Epstein stated that the female was too old. (Affidavit at 4)

What Det. Recarey, no doubt intentionally, omitted was Robson's *further* explanation, which rendered Mr. Epstein's comments *innocuous*:

A: Let me put it this way, he – I tried to bring him a woman who was 23 and he didn't really like it.

Q: He didn't go for it?

A: It's not that he didn't go for it. It's just that he didn't care for it. And he likes the girls that are between the ages of 18 and 20. (Robson Statement at 12) (emphasis added)

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
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Had that critical information – information that turns allegedly illegal conduct into more innocent conduct – been included it would have seriously undermined the probable cause for the search warrant.

Similarly, and equally problematic, Det. Recarey *refused* to include statements demonstrating that when asked by Mr. Epstein, *the girls* affirmatively misrepresented their ages as being 18, and/or Mr. Epstein was not aware of their true ages. (Gonzales Statement at 39, Robson Statement at 12, Pentek Statement at 5, Laduke Statement at 9). Indeed, although he noted that Gonzales had told Mr. Epstein she was 18, omitted from the affidavit why she lied:

Haley said tell him you're 18 because if you're not, he won't let you in his house. So I said I was 18. As I was giving him a massage, he was like how old are you. And then I was 18. But I kind of said it really fast because I didn't want to make it sound like I was lying or anything. (Gonzales Statement at 39).

#### **Misrepresentations Regarding The Conduct In Which Mr. Epstein Purportedly Engaged**

In the following statement Det. Recarey affirmatively misrepresented what [REDACTED] stated:

“Hall states Epstein would photograph them naked and having sex and proudly display the photographs within the home”. (Affidavit at 9).

Ms. Hall actually made the following statement:

A: I was just like, it was me standing in front of a big white marble bathtub ... And it, it wasn't like I was you know spreading my legs or anything for the camera, I was like, I was standing up. I think I was standing up and I just like it, it was me kind of like looking over my shoulder kinda smiling, and that was that. (Hall Statement at 35).

Det. Recarey further swore in his affidavit that [REDACTED]

Advised that sometime during the massage, Epstein grabbed her buttocks and pulled her close to him. (Affidavit at 6).

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Villafaña, Esq.  
Office of the United States Attorney  
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[REDACTED] squarely denied being touched “inappropriately” or otherwise by Mr. Epstein:

Q: . . . He did not touch you inappropriately?

A: No. (Pentek Statement at 11).

These misrepresentations were compounded by Det. Recarey’s failure to include accounts by the witnesses that Mr. Epstein did *not* in fact engage in illicit conduct during their encounters. Specifically, Det. Recarey did *not* inform the court that witnesses stated: (1) they were not asked to and did not touch Mr. Epstein’s genitals, (Gonzales Statement at 43, Robson Statement at 12); (2) they did not have sex with Mr. Epstein, (Gonzales Statement at 43); (3) Mr. Epstein did not masturbate during the massage, (Pentek Statement at 11; Siciliano Statement at 13; and Laduke Statement at 7); and, (4) Mr. Epstein did not touch them inappropriately. (Pentek Statement at 11; Siciliano Statement at 13, 15; Gonzales Statement at 42).

After all the misstatements are corrected, the omissions included, and the irrelevant facts omitted, what is left is an equivocal account of an encounter eight months prior to the warrant application and an equally unreliable account of an encounter which, even assuming *arguendo* it occurred, was more than eleven months old. Surely this evidence was too stale to support issuance of a search warrant, as it did not provide probable cause to believe that any items evidencing a violation of the subject statutes – let alone any items of the type described as “kept and used” in such violations – would still be on the premises at the time of the search.

#### **Unlawful Search Of The Second Residence**

The officers executing the search warrant exceeded the scope of the warrant when they entered and proceeded to search the second residence on Mr. Epstein’s property. Even if those agents did not know in advance that the building was a second residence, which they did,<sup>12</sup> that fact would have been immediately obvious to them upon entry. Notwithstanding such knowledge, they disregarded the terms of the warrant and proceeded to search the second residence.

There was no probable cause for a search of that residence and thus, both the search and seizure of items found therein violated the Fourth Amendment.

<sup>12</sup> A review of the videotape of the pre-search walk-thru of El Brillo reveals that officers knew *prior* to searching the second residence and seizing items located therein, that this was the living quarters of someone other than Mr. Epstein. This is corroborated by the Palm Beach Police Report in which Officer Michael Dawson recounts “I assisted in the search of Banasiak’s living quarters. Numerous cd’s along with a message book was seized”. Police Report at 46; *see also* Police Report at 45.

[REDACTED], Esq.  
[REDACTED], Esq.  
[REDACTED], Esq.  
A. [REDACTED] Villafaña, Esq.  
Office of the United States Attorney  
Southern District of Florida  
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However, even assuming the warrant could possibly be read to encompass the search of the second residence, the affidavit is completely devoid of probable cause to search it. “[W]hen law enforcement wishes to search two houses or two apartments, it must establish probable cause as to each”. *United States v. Cannon*, 264 F.3d 875, 879 (9th Cir. 2001).

#### **There Was No Probable Cause To Seize Many Of The Items Listed In The Warrant**

In addition, there was no probable cause to search for videotapes since all the women who were asked whether they had been videotaped *denied knowledge* of any videotaping. These are crucial facts which Det. Recarey *omitted* from his affidavit. Moreover, as noted, Det. Recarey had actual knowledge from his prior investigation that that were a limited number of video cameras located in the house and they were focused *only* on Mr. Epstein’s desk and the garage – two locations where money was kept and where no one alleged any wrongdoing took place.

Likewise, nothing in the affidavit could support a finding of probable cause to believe that computers or computer-related items were used in the commission of the alleged offenses. The seizure and subsequent search of the computers and computer-related items clearly violated the Fourth Amendment. *See, e.g., United States v. Riccardi*, 405 F.3d 852, 862-63 (10th Cir. 2005) (warrant authorizing seizure of computer, all electronic and magnetic media stored therein, and a host of external storage devices without limitation unconstitutional as authorizing general search); *United States v. Joe*, 2007 WL 108465 at \*7 (N.D.Cal. January 10, 2007) (“computers and related or similar devices, and information on hard or floppy drives, which may contain any documents and records . . .” overbroad and ordering suppression); *United States v. Slaey*, 433 F.Supp.2d 499, 500 (E.D.Pa. 2006) (“[a]ny records, documents, materials and files maintained on a computer” overbroad because it authorized agents to seize everything, even if unrelated to the offense under investigation and even if wholly personal); *United States v. Clough*, 246 F.Supp.2d 84, 87-88 (D.Me. 2003)(warrant to search computers which contained no limitations on the search was unconstitutionally overbroad); *United States v. Hunter*, 13 F.Supp.2d 574, 584 (D.Vt. 1998)(section of warrant which authorized seizure of all computers, all computer storage devices, and all computer software systems was unconstitutionally overbroad).

Finally, there was no probable cause to believe that “hair fiber, semen, or other bodily fluids” would likely to be at Mr. Epstein’s residence some eight months or more after the alleged criminal violations.

There are serious hurdles to a federal prosecution, including the way the federal investigation was initiated, namely by Palm Beach Police Detective Recarey. Although Det. Recarey’s questionable actions undermined the state proceeding, his work was provided to your Office “on a silver platter”. Even though the FBI conducted its own investigation, that

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Villafañá, Esq.  
Office of the United States Attorney  
Southern District of Florida  
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investigation cannot avoid being tainted by Det. Recarey's actions. Many of the leads the FBI followed, the witnesses it interviewed, and the documents it subpoenaed all inexorably flowed directly from the fruits of Det. Recarey's investigation.

Det. Recarey's credibility is interwoven in the federal investigation given the overlap of witnesses and documentary evidence with the antecedent state investigation. Not only would a federal prosecution implicate issues of the scope of taint of both physical evidence and witness testimony emanating from the state search, a federal prosecution would inexorably result in scrutiny of the extent to which Det. Recarey's pre-search investigation was adversely compromised by his zeal to prosecute Mr. Epstein.

That Det. Recarey's desire to prosecute Mr. Epstein ran so deep is no more evident than through his participation in the unprecedented, selective, and prejudicial public release of materials such as the Palm Beach Police Reports and Probable Cause Affidavits. These documents, like the search warrant affidavit, were replete with material misstatements and omissions, one of the most glaring of which was the reference in the Police Reports to the discovery of a "sex toy" in Mr. Epstein's trash. Through the execution of the search warrant, it was discovered that the "sex toy" purportedly found in a trash pull was in fact only a piece of a broken salad fork. Despite this discovery, Det. Recarey, bent on painting the facts to support Mr. Epstein's prosecution, never took any steps to correct the Police Report and note the innocent nature of the item.

#### ***Petite Policy***

We have previously submitted extensive materials regarding the role the *Petite Policy* should play in this matter. Rather than restate our position, we would like to discuss it in detail at the meeting.

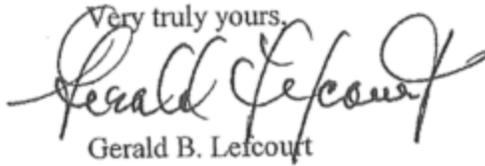
#### **Conclusion**

This case started as and should end as a state matter. It involves local issues which are best addressed by state law. The statutes identified were never intended to be applied in circumstances such as these, where the federal interests intended to be redressed by the statutes are not present. We hope that after a full and candid discussion with your office you too will see the inadvisability of proceeding with a federal indictment. We are prepared to address any of the subjects touched on above and welcome any additional issues you wish to raise. We are also prepared to make a fuller written or oral presentation on all the issues we have raised herein or any other lingering concerns you have.

LAW OFFICES OF  
GERALD B. LEFCOURT, P.C.

[REDACTED] Esq.  
[REDACTED] Esq.  
[REDACTED] Esq.  
A. [REDACTED] Esq.  
Office of the United States Attorney  
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Thank you for your cooperation in this matter. We look forward to meeting on June 26, 2007. If you have any questions, please do not hesitate to call.

Very truly yours,  
  
Gerald B. Lefcourt

cc: [REDACTED] Esq.  
Roy Black, Esq.  
Alan Dershowitz, Esq.

## Response

- (1) It applies to telephone calls:
- you have not asked your linguist to interpret because he could not find that the plain reading of "the mail or any facility or means of interstate or foreign commerce" is: NOT THE MAIL, NOT ANY FACILITY OR MEANS OF COMMERCE, JUST THE INTERNET
  - The telephone is a facility or means of interstate commerce. (CITE)
  - Where the statutory language is clear, there is no need to "resort to legislative history, and [a court] certainly should not do so to undermine the plain meaning of the statutory language." *Harris v. Garner*, 216 F.3d 970, 976 (11th Cir. 2000) (en banc).

(2)

It applies to indirect communications  
- Travel Agency cases

- "Parent pimp" cases

US v. Boten, 136 Fed. Appx. 325

(11th Cir. 2005); US v. Murrell,  
368 F.3d 1283, 1285 (11th Cir. 2004),

US v. Hornaday, 392 F.3d 1306  
(11th Cir. 2004)

- "Co-conspirator liability":

US v. Pisman, 443 F.3d 912 (7th  
Cir. 2006)

Sexual language doesn't have to  
be used - victim doesn't have to know purpose of  
- Prdjun v. US, 237 F. 799 (6th Cir. 1916)

9/17/07 Villafañe to Lefkowitz

[REDACTED] (USAFLS)

**From:** [REDACTED] (USAFLS)  
**Sent:** Monday, September 17, 2007 10:35 AM  
**To:** [REDACTED] (USAFLS); [REDACTED] (USAFLS)  
**Subject:** RE: Epstein

Hi Rolando – Here is the last e-mail that I sent to Jay last night. Jay talked with his client about it and reports that they are leaning towards options 1 or 4. They are going to try to make that decision today (there seems to be some dissension in the ranks because Jack Goldberger gave some incorrect information), and draft a proposed either Non-Prosecution Agreement or Plea Agreement. As you can see from my list below, there are a number of things in their last draft that were unacceptable. All of the loopholes that I sewed up they tried to open. So, Jay is supposed to be consulting with Roy Black regarding the correct state information and then will give me a call.

I agreed to ask the Judge to take the hearing off calendar tomorrow and to postpone the grand jury appearances that were scheduled from tomorrow, but I told him in no uncertain terms that I am indicting on the 25<sup>th</sup> so this needs to be resolved early this week. [REDACTED] and I talked about all of this as well. Long answer to a short question, sorry.

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 [REDACTED] 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 [REDACTED]): 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. [REDACTED] 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.

A. [REDACTED]  
Assistant U.S. Attorney  
500 S. Australian Ave, Suite 400  
West Palm Beach, FL 33401  
Phone 561 209-1047  
Fax 561 820-8777

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**From:** Garcia, Rolando (USAFLS)  
**Sent:** Monday, September 17, 2007 10:26 AM  
**To:** [REDACTED] (USAFLS)  
**Subject:** Epstein

[REDACTED]

Where are we at in the plea negotiations?

**Tracking:**

Case No. 08-80736-CV-MARRA

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11/8/07 Lefkowitz to Sloman

# KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Jay P. Lefkowitz, P.C.  
To Call Writer Directly:  
[REDACTED]  
lefkowitz@kirkland.com

Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4611

[REDACTED]  
www.kirkland.com

Facsimile:  
[REDACTED]

November 8, 2007

## VIA E-MAIL

Jeffrey H. Sloman  
United States Attorney's Office  
Southern District of Florida  
99 NE 4th Street  
Miami, Florida 33132-2111

*Re: Jeffrey Epstein*

Dear Jeff:

I write in response to your recent letter, dated November 5, 2007. I want to make clear at the outset that Mr. Epstein is complying fully with the Non Prosecution Agreement (the "Agreement") and that he has every intention of continuing to honor its terms in good faith. Any disagreement the parties have regarding the terms of the Agreement should be resolved through open dialogue and should not be construed as a repudiation of the Agreement. I do, however, want to address each of the points you raise in your letter.

*represented parties*

First, we do not believe Mr. Epstein's agents are precluded from speaking to any individuals at this point in time. We carefully reviewed the Agreement and the laws governing contact with witnesses and proceeded under the belief that Mr. Epstein's agents could properly contact potential witnesses in this matter. We believe that nothing in the Agreement precludes contact by Mr. Epstein's agents with any individuals. Paragraph 7 of the Agreement states that "Epstein's counsel may contact the identified individuals through [the attorney representative]," but it in no way restricts any other contacts that are both lawful and appropriate. Furthermore, your Office has not yet identified the alleged victims under 18 U.S.C. § 2255 nor has an attorney representative been selected.

Indeed, it is quite common for a party's agents, and even his attorneys, to speak with potential claimants prior to their retaining formal representation. And in this situation — where Mr. Epstein faces significant potential civil exposure, and he has a right to test the veracity of these claims — it is appropriate that his agents would seek to obtain as much information about potential claims as possible. Nevertheless, because we want to cooperate with your Office and since you object to such communications, we will cease all contact with these individuals until the date of Mr. Epstein's plea. We request, however, that your Office provide a basis for precluding Mr. Epstein or his agents from speaking to any individuals at this time.

*why not??*  
*-to doesn't*

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

KIRKLAND & ELLIS LLP

November 8, 2007

Page 2

Second, I am a little surprised by your insistence that we request that the state court conduct the plea and sentence in November. You may recall that we previously discussed, and you agreed, that because the state judge will not stagger the plea and sentencing as we contemplated in the Agreement, Mr. Epstein could plea and be sentenced at any point before January 4, 2008. As you know, the judge's refusal to stagger the plea and sentencing actually harms Mr. Epstein because this delays the timing under which he can receive the names of the individuals identified by the United States as "victims" under § 2255. But we believe we must defer to the judge's decision in this matter. To clear up any misunderstanding, however, the judge has set this case "for trial" on January 7 only as a formal matter. The judge has invited the parties to appear for the plea and sentencing on January 4, and we do not anticipate any delay beyond that date.

*not contemplated in the agreement*

NOT TRUE

Third, I want to clear up any confusion regarding the many inaccurate media reports about Mr. Epstein. With the hope of maintaining some semblance of privacy for Mr. Epstein, we have avoided interacting with the media regarding this matter. Indeed, the only recent comment was Howard Rubenstein's confirmation to the Palm Beach Daily News that this matter had been resolved and would not proceed to a trial. That comment was authorized only out of concern that you might read an inaccurate story and believe, mistakenly, that Mr. Epstein had decided not to proceed under the Agreement.

Fourth, regarding the sentence to be imposed by the court, the Agreement, and all of the discussions we have had about it, are very clear: Mr. Epstein is to be sentenced to an 18-month term in accordance with the same rules and regulations (and the same rights and privileges) that apply to everyone in the state of Florida. That Mr. Epstein would be treated no better and no worse than anyone else was a material term of the Agreement. If your Office now believes he is not entitled to equal treatment, I would very much appreciate an explanation of the basis of such view. I am sufficiently concerned about comments in your letter to seek clarification on this point, especially because the lawyers in your Office have made clear on numerous occasions to me that as long as Mr. Epstein received an 18-month sentence, your Office would not seek to interfere with the implementation of the state sentence.

Fifth, pursuant to the Agreement, Mr. Epstein, through his counsel, agrees to provide the agreements made with the State Attorney's Office.

Finally, I must tell you that I am troubled by the manner in which your Office has dealt with the § 2255 issues that are encompassed in the Agreement. As you already know, one of the lawyers initially recommended by your Office contacted Judge Davis to lobby for the assignment of attorney representative even before Judge Davis was formally selected to appoint an attorney representative. Moreover, I find it highly unusual that your Office has continued to insist that a

*if these are finished why haven't we seen them? We need to review before they are finalized.*

KIRKLAND & ELLIS LLP

November 8, 2007  
Page 3

primary criteria for the appointment of the attorney representative should be the ability to take on contingency fee cases directed at Mr. Epstein. I trust you understand that I raise these concerns with you out of respect for your Office. However, despite Mr. Epstein's full intention to abide by all of the terms of the Agreement, we must reserve our right to object to certain aspects of the § 2255 provisions of the Agreement.

I look forward to continuing to work with your Office to resolve any outstanding issues, and I sincerely anticipate a conclusion of this matter in the very near future.

Sincerely,

  
Jay P. Lefkowitz

*no  
the agreement  
is in force and  
effect  
you cannot pick  
and choose the one  
that you want to  
abide by*

11/13/07 Stomanto Leftkowitz  
(was this sent?)



U.S. Department of Justice

United States Attorney  
Southern District of Florida

---

99 N.E. 4<sup>th</sup> Street  
Miami, FL 33132-2111  
[REDACTED]  
Facsimile: (305) 530-6444

November 13, 2007

DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.  
Kirkland & Ellis LLP  
Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4675

Re: Jeffrey Epstein

Dear Jay:

I write in response to your letter of November 8, 2007.

Most importantly, I want to reiterate that a guilty plea and sentencing more than two months beyond the original deadline is unacceptable to the Office. Contrary to your assertion, the Non-Prosecution Agreement does *not* contemplate a staggered plea and sentencing (that was contemplated only in a federal plea, where the federal rules provide for such staggering). Instead, the Agreement contemplates a combined plea and sentencing followed by a later surrender date for Mr. Epstein to begin serving his jail sentence. As you will recall, the plea and sentencing hearing originally was to occur in early October 2007, but was delayed until October 26th to allow Mr. Goldberger to attend. It was delayed again until November to allow you to attend. You have provided no showing of how you and your client have used your best efforts to insure that the plea and sentencing occur in November. A prompt hearing would end speculation by the press and others about Mr. Epstein's intentions and, more importantly, would show the U.S. Attorney's Office and the FBI that Mr. Epstein intends to comply with all of the terms of the Non-Prosecution Agreement. Accordingly, I again advise you that the Office requires Mr. Epstein to make his best efforts to enter his guilty plea and to be sentenced forthwith. Please advise me of the new date and time so that someone from our Office can be present.

Your letter asserts that Mr. Epstein and the State Attorney's Office have reached an agreement as to the terms of Mr. Epstein's plea and sentencing, but no such agreements have yet been provided to us. As you know, the Non-Prosecution Agreement requires Mr. Epstein to provide copies of all proposed agreements prior to entering into any agreement – not just prior to signing an agreement. Please immediately provide us with the terms of any agreements that have been

negotiated with the State Attorney's Office on Mr. Epstein's behalf, whether or not they have yet been reduced to writing, so that we have adequate time to review them prior to the change of plea and sentencing to determine that Mr. Epstein is complying with the terms of the Non-Prosecution Agreement.

As to the type of sentence that Mr. Epstein hopes to receive, the Agreement clearly indicates that Mr. Epstein is to be incarcerated. In addition to the terms of the Agreement, the Florida Department of Corrections does not allow persons who are registered sex offenders to participate in "community release" (which includes "work release"). Since Mr. Epstein will have to register as a sex offender promptly after his guilty plea and sentencing, he will not be eligible for such a program. Thus, the U.S. Attorney's Office is simply putting you on notice that it intends to make certain that Mr. Epstein is "treated no better and no worse than anyone else" convicted of the same offense. If Mr. Epstein is somehow allowed to participate in a work release program despite the Department of Corrections' rules and practices, the Office intends to investigate the reasons why an exception was granted in Mr. Epstein's case.

Finally, as to the matters related to contacting the victims and the civil litigation, let me address your issues in turn. First, one of the material terms of the Non-Prosecution Agreement was Mr. Epstein's agreement to waive the right to contest the "veracity" of the victims' claims. Second, the questions put to the victims who have already been contacted did not address the "veracity" of their claims. Instead, the investigators' questions were limited to whether they had been contacted by any law enforcement officers and told that there would be a civil settlement. Third, the Non-Prosecution Agreement did not anticipate such a lengthy delay in the selection of an attorney representative, and the victims would have been "represented parties" without such delay; thus, the use of the phrase "may contact" meant "has permission to contact." Hopefully, that issue will soon be moot. I anticipate that Judge Davis will announce the selection of a lawyer/firm in the near future. Upon the lawyer/firm's formal acceptance, I will contact the lawyer/firm and request that he/she contact you after conferring with the victims. In the meantime, please treat all of the victims as represented parties who must be contacted only through their counsel.

Your concerns regarding the § 2255 litigation are unfounded. As you know, Mr. Ocariz had been told that he would be the attorney representative for the victims. As a matter of professional courtesy, he was informed that the Office decided to use a Special Master in the selection of the attorney representative. His decision to contact Judge Davis to express his interest in continuing to work on the case was no more "lobbying" than contacts made by your colleagues to Judge Davis to persuade him to select your choice of an attorney and to persuade him that the non-prosecution agreement's terms did not contemplate litigation. You state that you are concerned that the Office has continued to insist that a primary criteria for the appointment of counsel is the ability to handle litigation against Mr. Epstein, yet your continued reference to challenging the "veracity" of the victims' claims, your contacting of victims whom you knew were soon to be represented, your attempts to muzzle the Office's and the FBI's abilities to comply with victim notification rules, and

JAY P. LEFKOWITZ, ESQ.  
NOVEMBER 13, 2007  
PAGE 3 OF 3

your client's consistent attacks upon the victims in the press all confirm the need for appointed counsel to be prepared for such litigation.

Lastly, the statement at the end of your letter that you "reserve [the] right to object to certain aspects of the §2255 provisions of the Agreement" needs explanation. The provisions regarding §2255 appeared in the first statement of terms and every draft of the Non-Prosecution Agreement. By signing the Agreement, your client gave up the right to "object" to its provisions. Mr. Epstein entered into a binding contract, and the breach of any of its terms is a breach of the entire Agreement, as summarized at the top of page 6 of the Agreement. Please clarify your position on this point.

Please provide me with the terms of the agreement(s) with the State Attorney's Office and the new date for the change of plea and sentencing by Friday, November 16, 2007.

Sincerely,

R. Alexander Acosta  
United States Attorney

By:

  
First Assistant United States Attorney

cc: R. Alexander Acosta, U.S. Attorney  
AUSA A. 

12/6/07 Sloman to  
Lefkowitz

**KIRKLAND & ELLIS LLP***Fax Transmittal*

777 South Figueroa Street  
Los Angeles, California 90017  
Phone: (213) 680-8400  
Fax: (213) 680-8500

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Please notify us immediately if any pages are not received.

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<b>To:</b>	<b>Company:</b>	<b>Fax #:</b>	<b>Direct #:</b>	
Hon. R. Alexander Acosta	United States Attorney's Office Southern District of Florida	(305) 530-6444	[REDACTED]	
<b>From:</b>	<b>Date:</b>	<b>Pages w/cover:</b>	<b>Fax #:</b>	<b>Direct #:</b>
Kenneth W. Starr	December 5, 2007	3	(213) 680-8500	[REDACTED]

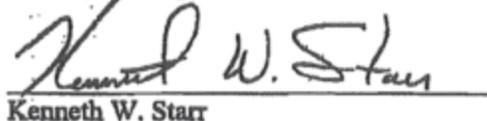
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**Message:**

Honorable R. Alexander Acosta  
December 5, 2007  
Page 2

Finally, you state that you intend to issue the victim notification letters on Friday, December 7. However, in a discussion late last week between Jeff Sloman and [REDACTED], Mr. Sloman indicated that your Office would send us a revised version of the notification letter, which we have not received to date. While we believe that it is wholly inappropriate for your Office to send this letter under any circumstances, it is certainly inappropriate to issue this letter without affording us the right to review it. We strongly urge that you withhold the notification letter until after we are able to discuss this matter with Assistant Attorney General Fisher.

Yours Sincerely,



Kenneth W. Starr



Jay Lefkowitz

cc: Honorable Alice Fisher, Assistant Attorney General  
Jeffrey H. Sloman, First Assistant U.S. Attorney

**KIRKLAND & ELLIS LLP**

AND AFFILIATED PARTNERSHIPS

777 South Figueroa Street  
Los Angeles, California 90017Kenneth W. Starr  
To Call Writer Directly:  
[REDACTED]  
kstarr@kirkland.com

(213) 880-8400

www.kirkland.com

Facsimile:  
(213) 880-8500

December 5, 2007

VIA FACSIMILE (305) 530-6444Honorable R. Alexander Acosta  
United States Attorney  
United States Attorney's Office  
Southern District of Florida  
99 NE 4th Street  
Miami, FL 33132Re: Jeffrey Epstein

Dear Alex:

We are in receipt of your letter faxed to Jay on December 4 and faxed to Ken today in Los Angeles, and write to inform you that we will respond in full to that letter no later than Friday, December 7. We take this opportunity to address a few of the initial issues.

First and foremost, we reaffirm the Non-Prosecution Agreement (the "Agreement"). Mr. Epstein has no intention of unwinding the Agreement. Indeed, he has already performed under the Agreement by directing his lawyers to urge the State of Florida to allow him to plead guilty to crimes more egregious than the State believes he committed, and to sentence him more harshly than the State still believes is appropriate. However, as you know, we take serious issue with your staff's interpretation and implementation of the Agreement, in particular the use of Section 2255, but also other aspects of your office's investigation and prosecution of this matter. As we have expressed to you on prior occasions – where you have made clear you have no objection – we hope to address these issues with Assistant Attorney General Fisher in Washington.

Second, your letter makes reference to "certain filings" that you state are due to your Office by December 7 and to "certain events" that must occur before December 14. We have no knowledge of any such deadlines and in fact do not know what filings and events to which you are referring. Please let us know what the December 7 and December 14 deadlines are, if any, so that we can make sure to comply with them.

12/5/07 Show to Acosta

KENNETH STARR, ESQ.  
NOVEMBER 30, 2007  
PAGE 6 OF 6

expenditure of excessive management resources, and the Office is unwilling to invest any more of those resources. The prosecution of the case also has been delayed almost eight months to allow you to raise any and all issues; we will not tolerate any further delay.

Accordingly, please provide us with a definitive statement, signed by your client, of his intention to abide by each and every term of the Agreement by close of business on Tuesday, December 4, 2007. By that time, you must also provide us with the agreement(s) with the State Attorney's Office and a date and time certain for the plea and sentencing, which must occur no later than December 14, 2007. If we do not receive these items by that time, we will deem the agreement to be rescinded and will proceed with the prosecution. There must be closure in this matter.

Sincerely,

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

cc: [REDACTED] First Assistant U.S. Attorney  
AUSA A. [REDACTED]



U.S. Department of Justice

*Jeff Ltr*

*United States Attorney  
Southern District of Florida*

99 N.E. 4<sup>th</sup> Street  
Miami, FL 33132-2111  
(305) 961-9299  
Facsimile: (305) 530-6444

November 30, 2007

DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.  
Kirkland & Ellis LLP  
Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4675

Re: Jeffrey Epstein

Dear Jay:

I write in response to your recent e-mails and letters regarding victim notification and other issues. Some of these issues also are addressed in the U.S. Attorney's letter to Mr. Starr, but in light of our discussions, I believe a separate response is needed.

In a recent e-mail, you write that you were surprised at the tone of my e-mail of November 27, 2007. That tone was engendered by the roadblocks that you continue to erect as we try to perform our contractual obligations coupled with Mr. Epstein's nonperformance. This letter ~~and U.S. Attorney Acosta's letter~~ set forth the last opportunity for your client and his entire defense team to conform unwaveringly to all of the terms of the Non-Prosecution Agreement. ~~As stated by the U.S. Attorney in his letter:~~

~~Accordingly,~~ please provide us with a definitive statement, signed by your client, of his intention to abide by each and every term of the Agreement by close of business on Tuesday, December 4, 2007. By that time, you must also provide us with the agreement(s) with the State Attorney's Office and a date and time certain for the plea and sentencing, which must occur no later than December 14, 2007. If we do not receive these items by that time, we will deem the agreement to be rescinded and will proceed with the prosecution. There must be closure in this matter.

Before I address your continued allegations of some sort of misconduct on the part of the Office for trying to abide by both its legal and contractual obligations, I must address your client's failures to comply with the Agreement.

Three weeks ago we spoke about the failure to set a timely plea and sentencing date. At that time, you assured me that the scheduling delay was caused by the unavailability of Judge McSorley. You promised that a date would be set promptly. On November 15th, Rolando Garcia met with Barry Krisher on another matter, and was told by Mr. Krisher that he had just spoken with Jack Goldberger, and that Mr. Epstein's plea and sentencing were set to occur on December 14, 2007. Since that time, we have tried to confirm the date and time of the hearing in order to include that information in the victim notification letters. You continue to refer to the plea and sentencing as though it will be in January; Mr. Krisher's office has not confirmed any date; and Mr. Goldberger told [REDACTED] that "there is no date."

I have repeatedly told you that a delayed guilty plea and sentencing – now more than two months beyond the original deadline – is unacceptable to the Office. Contrary to your past assertions, the Non-Prosecution Agreement does not contemplate a staggered plea and sentencing. Instead, the Agreement contemplates a combined plea and sentencing followed by a later surrender date for Mr. Epstein to begin serving his jail sentence. As you will recall, the plea and sentencing hearing originally was to occur in early October 2007, but was delayed until October 26th to allow Mr. Goldberger to attend. It was delayed again until November to allow you to attend. You have provided no showing of how you and your client have used your best efforts to insure that the plea and sentencing occur in November. In fact, we recently learned that a plea conference had been scheduled with Judge McSorley for November 20, 2007, but was canceled at the request of the parties, not the judge. Judge McSorley has not been away for any extended period, and there is no basis for your assertion that the judge is the cause of any past or future delay. Mr. Epstein currently has four Florida Bar members on his defense team, so attorney scheduling is not an adequate basis for delay.

Three weeks ago I also asked you to provide our Office with the terms of the Plea Agreement with the State Attorney's Office. It is now more than two months since the signing of the Non-Prosecution Agreement and we have yet to see any formal agreement, or even a list of essential terms of such an agreement. The only conclusion that we can draw is that you are trying to avoid providing the Office with adequate time to review your agreement prior to the change of plea and sentencing to determine whether Mr. Epstein is complying with the terms of the Non-Prosecution Agreement.

Your letters make reference to a failure by the United States to abide by the "spirit" of the Agreement, but recent correspondence shows that Mr. Epstein hopes to serve his sentence on "work release." This is plainly contrary to both the terms and spirit of the Agreement. The Agreement clearly indicates that Mr. Epstein is to be incarcerated, and during your joint meeting with representatives of our office and the State Attorney's Office, the parties specifically discussed that Mr. Epstein would serve his time in solitary confinement at the Palm Beach County Jail to obviate your safety concerns. In addition to the terms of the Agreement, the Florida Department of Corrections does not allow persons who are registered sex offenders to participate in "community release" (which includes "work release"). Since Mr. Epstein will have to register as a sex offender

promptly after his guilty plea and sentencing, he will not be eligible for such a program. Thus, the U.S. Attorney's Office is simply putting you on notice that it intends to make certain that Mr. Epstein is "treated no better and no worse than anyone else" convicted of the same offense. If Mr. Epstein is somehow allowed to participate in a work release program despite the Department of Corrections' rules and practices, the Office ~~intends to investigate~~ the reasons why an exception was granted in Mr. Epstein's case.

*is entitled to learn*

Next, let me address various accusations that you and Mr. Starr, amongst others, have raised. You have repeatedly alleged that attorneys in our office and agents of the FBI have leaked information to the press in an effort to affect possible civil litigation with Mr. Epstein. This is untrue. There has been no contact between any member of the press and any employee of our office or the FBI since you incorrectly accused investigators of telling "Vanity Fair" about Mr. Starr's employment by Mr. Epstein several months ago. As you have been told before, prior to that, the press had provided information to the FBI, but no comment was ever made about the ongoing investigation, it was simply referred to as an "open investigation." ~~Your accusations on this point are ironic in light of the amount of information that Mr. Epstein's team has provided to the press, much of which is completely inaccurate and which is obviously intended to intimidate your client's victims.~~ We intend to continue to refrain from commenting or providing information to the press. We would ask that your client and all of his representatives do the same.

Mr. Starr's letter to Assistant Attorney General Alice Fisher contains several false statements and accusations. First, Mr. Epstein was never forced to enter into any agreement and all terms of the agreement were fully negotiated, including the terms regarding the payment of monetary damages to the victims under 18 U.S.C. § 2255. In fact, some of those terms were re-negotiated as part of the Addendum. Second, if Mr. Epstein's cadre of attorneys was concerned about a way to test the validity of the victims' claims prior to placing the names of those victims on the list prepared by our office, that term could have been negotiated. In fact, at one of our early meetings, Roy Black raised that concern, and possible solutions were contemplated by our office prior to the negotiations. However, since none of Mr. Epstein's team of attorneys requested the inclusion of such a term, it was omitted from the Agreement.

To the extent that you now object to the Agreement that you negotiated, this is akin to "buyer's remorse." However, you and Mr. Starr have, instead, made claims to the Justice Department that these thoroughly negotiated terms "leave[] wide open the opportunity for misconduct by federal investigators." You then misinterpret several statements that were included in correspondence – at your insistence – as proof that the designated victims have invalid claims. Let me make clear that each of the listed individuals are persons whom the Office identified as victims as defined in Section 2255, that is, as persons "who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title." In other words, the Office is prepared to indict Mr. Epstein based upon what Mr. Starr refers to as Mr. Epstein's "interactions" with these individuals. This conclusion is based upon a thorough and proper investigation – one in which none

*nothing happened*  
*-PBSO*  
*24 yr old*  
*-exculpatory statements*

of the victims was informed of any right to receive damages of any amount prior to the investigation of her claim. ~~Each of the victims' claims was corroborated again, prior to anyone being notified of a potential civil claim for damages.~~ In fact, after the Agreement was signed, the FBI only had the opportunity to inform three victims of the resolution of the matter before you raised complaints and, in deference to your request, the Office asked that they defer further notifications. The Office agrees that it is not a party to, and will not take a role in, any civil litigation, but the Office can say, without hesitation, that each person on the list was a victim of Mr. Epstein's criminal behavior.

*the evidence demonstrates that*

Mr. Starr's letter also suggests that the number of victims to whom Mr. Epstein is exposed by the Agreement is limitless. As you know, early drafts of the Agreement contained a numerical limit of 40 victims. At your request, that number was removed. The Office repeatedly confirmed that the number would not exceed 40; after conducting additional investigation, it was reduced to 34, and we recently removed another name because, despite the fact that Mr. Epstein offensively touched the victim, in our opinion, the touching was not "sexual" enough to properly include her as a victim as defined in Section 2255. Once the list is provided to you, if you have a good faith basis for asserting that a victim never met Mr. Epstein, we remain willing to listen and to modify the list if you convince us of your position.

Mr. Starr also asserts that the Office has "improperly insisted that the chosen attorney representative should be able to litigate the claims of individuals, which violates the terms of the Agreement and deeply infringes upon the spirit and nature of the Agreement." Again, this was a term that could have been discussed and negotiated prior to entering into the Agreement. At least five extremely experienced attorneys reviewed the Agreement prior to its execution. Your failure to consider what would happen if a victim refused to accept the minimum settlement you offered to her does not render the Agreement void, unconscionable, or violative of Due Process. Whether counsel for the victims decides that there is a conflict is something to be addressed by him, but the Agreement speaks for itself.

Finally, let me address your objections to the draft Victim Notification Letter. You write that you don't understand the basis for the Office's belief that it is appropriate to notify the victims. The "Justice for All Act of 2004" amended Title 18 by adding Section 3771, entitled "Crime victims' rights." Those rights include: "The right to reasonable, accurate, and timely notice of any public court proceeding . . . involving the crime" and the "right not to be excluded from any such public court proceeding . . ." 18 U.S.C. § 3771(a)(2) & (3). ~~In our opinion, the broad language of Section 3771 encompasses the change of plea and sentencing of Mr. Epstein, especially because Section 3771 uses the term "district court" when it seeks to limit its application to a federal district court proceeding.~~ Section 3771 also commands that "employees of the Department of Justice . . . engaged in the detection, investigation, or prosecution of crime shall make their best efforts to see that crime victims are notified of, and accorded, the rights described in subsection (a)." 18 U.S.C. § 3771(c)(1).

Additionally, the Victims' Rights and Restitution Act of 1990 enacted Title 42, United States

Code, Section 10607, entitled "Services to victims." Pursuant to that statute, our Office is obligated to "inform a victim of any restitution or other relief to which the victim may be entitled *under this or any other law* and [the] manner in which such relief may be obtained." 42 U.S.C. § 10607(c)(1)(B).<sup>1</sup> With respect to notification of the other information that we propose to disclose, the statute requires that:

- (3) During the investigation and prosecution of a crime, a responsible official shall provide a victim the earliest possible notice of –
  - (A) the status of the investigation of the crime, to the extent it is appropriate to inform the victim and to the extent that it will not interfere with the investigation; . . .
  - (C) the filing of charges against a suspected offender; . . .
  - (F) the acceptance of a plea of guilty or nolo contendere or the rendering of a verdict after trial.

42 U.S.C. § 10607(c)(3). Again, these sections are not limited to proceedings in a federal district court. Our Non-Prosecution Agreement resolves the federal investigation by allowing Mr. Epstein to plead to a state offense. The victims identified through the federal investigation should be appropriately informed, and our Non-Prosecution Agreement does not and cannot require the U.S. Attorney's Office to forego its legal obligations. As noted, Section 10607 commands our office to make these notifications at "the earliest possible opportunity." The unnecessary delays engendered by your continued objections to the Office's performance of its contractual and legal obligations ~~will no longer be tolerated.~~ *must end.*

Your claim that, by notifying victims of their legal rights, we are seeking to "federalize" the state plea is incorrect. Our office is simply informing the victims of their rights. It does not command them to appear at the hearing or to file a victim impact statement. In fact, the letter recommends the sending of any statement to the State Attorney's Office so that ASA Belohlavek can determine which, if any, statements are appropriate to file with the Court.

Next, you assert that our letter mischaracterizes Mr. Epstein's obligation to pay damages to the victims. It does not. The Agreement provides:

If any of the [identified victims] *elects to file suit* pursuant to 18 U.S.C. § 2255,

---

<sup>1</sup>Based upon the language of this statute, your statement that our notification must be limited only to the right to restitution is incorrect.

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 up to an amount as agreed to between the identified individual and Epstein, so long as the 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.

Contrary to your assertion, this Agreement specifically contemplates possible litigation – it would be nonsensical to include a waiver of personal jurisdiction in the District Court if the Agreement was supposed to bar any victim from filing suit. A violation of this provision, by contesting jurisdiction or otherwise, will be considered a material breach.

It had been my suggestion to AUSA Villafaña that we simply quote the terms of the Agreement directly into the Notification Letter or include a photocopy of the relevant sections. If you would prefer that we proceed in that manner, that is acceptable. We also have no objection to referring to Mr. Epstein as a “sexual offender” rather than a “predator.”

Your objection to the use of the term “minor victim” is unfounded. The letter states that the *United States* has identified the person as a “minor victim,” and Section 2255 requires that the victim be a minor at the time of the commission of the offense. As I stated above, each and every person contained in our list was a “minor victim” as defined in Section 2255. The federal investigation found that Mr. Epstein’s illegal conduct occurred at least as early as 2001, so all of the victims were minors at the time of the criminal conduct. Our “imprimatur” is neither incendiary nor unwarranted.

We have no objection to using the conjunction “and/or” in referring to the particular offense(s) of which the recipient was a victim. We will not include the language that we take no position as to the validity of any claims. While the Office has no intention to take any position in any civil litigation arising between Mr. Epstein and any individual victim, as stated above, the Office believes that it has proof beyond a reasonable doubt that each listed individual was a victim of Mr. Epstein’s criminal conduct while the victim was a minor. The law requires us to treat all victims “with fairness and with respect for the victim’s dignity and privacy.” 18 U.S.C. § 3771(a)(8). We will not include any language that demeans the harm they <sup>may</sup> have suffered. Our Office’s obligation to remain uninvolved in the civil litigation cannot be used by your client as both a shield and a sword.<sup>2</sup> Thus, while we will not involve ourselves in the civil litigation, we will not allow you to use that neutrality to create a false impression that we do not believe in the validity of the victims’ claims.

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<sup>2</sup>You may want to review *United States v. Crompton Corp.*, 399 F. Supp. 2d 1047 (N.D. Cal. 2005), where the district court would not allow an unindicted co-conspirator to have his name redacted from a plea agreement in order to assist him in defending or avoiding civil claims.

The letter's assertions regarding representation by the Podhurst firm and Mr. Josefsberg are accurate and will not be changed. Judge Davis conferred with Messrs. Podhurst and Josefsberg to insure their willingness to undertake this assignment prior to finalizing his selection. As I stated in my earlier correspondence, there is no legitimate basis for you to object to the firm or the individual attorney. Also, contrary to your assertion, the Podhurst firm was recommended to you as early as October 5th, as one of the firms that should be included on a list of firms for Judge Davis to consider in making his selection. No further investigation is required and attempts to convince Messrs. Podhurst and Josefsberg to rescind their agreement to undertake this assignment would be yet another example of your attempts to stop the United States from effectuating the terms of the Non-Prosecution Agreement.

Lastly, you object to personal communication between the victims and federal attorneys or agents. We have no objection to sending the letters through the mail<sup>3</sup> but we will not remove the language about contacting AUSA Villafaña or Special Agent Kuyrkendall with questions or concerns. Again, federal law requires that victims have the "reasonable right to confer with the attorney for the Government in this case." 18 U.S.C. § 3771(a)(5). We will not undermine that right. The three victims who were notified prior to your objection had questions directed to Mr. Epstein's punishment, not the civil litigation. Those questions are appropriately directed to law enforcement. If questions arise related to the civil litigation, AUSA Villafaña and Special Agent Kuyrkendall will recommend that the victims direct those questions to Mr. Josefsberg.

I have attached a revised letter incorporating the changes on which we can agree. Please provide any further comments by the close of business on Tuesday.

Sincerely,  
R. Alexander Acosta  
United States Attorney

By:   
First Assistant United States Attorney

cc: R. Alexander Acosta, U.S. Attorney  
AUSA A. 

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<sup>3</sup>This is contingent, however, on being able to provide adequate notice of the change of plea and sentencing. The sooner that you schedule that hearing with Judge McSorley, the sooner we can dispatch these letters. If you delay further, we will have to rely on telephone or personal notification.

12/21/07 Lefkowitz to Acosta

- Copy of his letter

1) is he pleading  
- hrg postponed  
~~USA~~

- PBSO referred to FBI  
- Stoman's

- had gun at their head  
is caused by crusading  
AUSAs

told them that we  
are ready to pull the  
trigger  
treating him differently

De Souza + Marillo

liability +  
Daire Damages

9/21/07

10:44am

**KIRKLAND & ELLIS LLP**

AND AFFILIATED PARTNERSHIPS

Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4611Jay P. Lefkowitz, P.C.  
To Call Writer Directly  
[REDACTED]  
lefkowitz@kirkland.comFacsimile,  
[REDACTED][REDACTED]  
www.kirkland.com

December 21, 2007

**VIA FACSIMILE (305) 530-6444**Honorable R. Alexander Acosta  
United States Attorney  
United States Attorney's Office  
Southern District of Florida  
99 NE 4th Street  
Miami, FL 33132*Re: Jeffrey Epstein*

Dear Alex:

We again extend our appreciation for meeting with us on December 14 and for carefully considering the issues we have raised both at that meeting and in our submissions to your Office. Having received your letter of December 19, we can see that you have made a significant effort to address our concerns regarding the § 2255 portion of the non-prosecution agreement (the "Agreement"), and we recognize that you have proposed some substantial and important modifications. Respectfully, however, I would suggest that your proposal raises several troubling questions that require careful consideration. We are authoring this letter to respond to your request that we set forth our position regarding §§ 2255 and 3771 as quickly as possible.

As we have all discovered, the problem of integrating in an unprecedented manner what is at its core a \$150,000 minimum lump sum damage federal civil statute (§ 2255 in its current form) into a federal deferred/non-prosecution agreement that requires pleas of guilty to state criminal offenses that are correlated to state criminal restitution statutes but not to a disparate federal civil non-restitution statute has proved very challenging. The concomitant problem of how fairly to implement the § 2255 portions of the Agreement so that real victims, if any, who in fact suffered "personal injury as a result of [the] violation" if any of specified federal criminal statutes such as 18 U.S.C. § 2422(b) are placed in the same position as if there had been a trial and conviction also requires serious and careful consideration. In this letter, I want to highlight some specific concerns. *See also* Whitley Opinion.

First, your proposal regarding the § 2255 remedy provisions continues to ask us to *assume* that each and every woman not only was a victim under § 2255, but that the facts alleged could have been proven to satisfy each element of either § 2422(b) (the Internet luring statute) or § 2423 (the sex-tourism statute), within § 2255 of Title 18. Although we have been denied the

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Munich

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Washington, D.C.

## KIRKLAND &amp; ELLIS LLP

R. Alexander Acosta  
 December 21, 2007  
 Page 2

list of alleged "victims" (and lack definitive information as to which federal statutes would serve as a predicate for each particular alleged victim), or even a firm number as to how many you suggest there are, we strongly believe that the *provable* conduct of Mr. Epstein with respect to these individuals fails to satisfy the requisite elements of either 18 USC § 2422(b) (which we understand from prior discussions to be the principal predicate offense upon which the § 2255 provisions rely) or 18 USC § 2423(b) (another predicate of § 2255 that has been the subject of discussions between the parties). *See Stern Opinion.* We believe that the problem arises from the incongruity that exists when attempting to fit a federal civil remedies statute into a criminal plea agreement. Again, I note that this problem could have been avoided had the government opted instead for a restitution fund as we suggested.

Our knowledge of the "list" of alleged victims is limited. However a prototypical example of a witness whom the government has requested we compensate and we believe is inaccurately labeled as a "victim" of a federal crime is Saige Gonzalez. (whom we have been told remains on the government's "list"). The transcript of her interview with the Palm Beach Police over a year before the FBI became involved in any investigation shows that Ms. Gonzalez admitted to lying about her age, that she did not engage in sexual intercourse with Mr. Epstein, and that she was never induced over the telephone, computer or any other means of communication required by § 2422(b). In fact, Ms. Gonzalez came to Mr. Epstein's home on only one occasion. She testified that she was informed about the opportunity to give a massage to Mr. Epstein not on a telephone, computer or any other facility of interstate commerce, but rather in a face-to-face discussion with a third party who was her friend (Ms. Robson) and who told her to lie to Mr. Epstein about her age. As such, it is simply impossible to shoehorn this conduct into any of the above-discussed federal statutes.

In addition, Mr. Epstein did not know of Ms. Gonzalez before she actually came to his home, did not induce or persuade her to come by phone, did not speak to her at all by phone prior to her visit, did not induce or persuade Ms. Robson to bring an underage girl to his residence, and did not otherwise violate either the federal statute § 2422(b) nor the travel for the purpose statute § 2423(b). Indeed, in her statement, Ms. Gonzalez testified: "Haley told me to say I was 18 because Haley said . . . if you're not then he [Epstein] won't really let you in his house. So I said I was 18." (Gonzalez Sworn Statement at 38-39). In fact, there is no evidence that Mr. Epstein expected an underage girl to visit him prior to his regular travel to Florida, his home of fifteen years. Thus the travel could not have been for the purpose of having illegal sexual contact and § 2423(b) is no more available as a predicate for § 2255 recovery than is § 2422(b). Never having reached the threshold violations enumerated under of § 2255, Ms. Gonzalez would still have to prove that she suffered a personal injury. Further, unknown to Mr. Epstein at the time, Ms. Gonzalez represented herself to be 18 not only to him but also to the public on her web page where she posted a nude photo clearly looking at least 18 years old.

At the December 14 meeting, we also discussed Tatum Miller as emblematic of our concerns surrounding the government's selection of "victims." As you are aware, Ms. Miller

*you signed it*

## KIRKLAND &amp; ELLIS LLP

R. Alexander Acosta  
December 21, 2007  
Page 3

was identified in previous correspondence as a person who remained on the Government's list of "victims" even after (at least according to Ms. Villafana's letter) the list was subjected to careful multi-party review. Ms. Miller's sworn statement clearly reflects the fact that she is not a "victim" under § 2422(b). She plainly admits that she suffered no injury; the conduct was consensual; she lied to Mr. Epstein about her age; she instructed others to lie about their ages; there was no sexual contact between herself and Mr. Epstein at any time; and there was never any inducement over the telephone, computer or through any other means of interstate commerce. We ask that you consider the most relevant highlights from her testimony offered below:

- **Consent**

A: I said, I told Jeffrey, I heard you like massages topless. And he's like, yeah, he said, but you don't have to do anything that you don't feel comfortable with. And I said okay, but I willingly took it off. (Miller Sworn Statement at 10)

- **Lied About Her Age**

A: . . . I had a fake ID anyways, saying that I was 18. And she just said make sure you're 18 because Jeffrey doesn't want any underage girls. (Miller Sworn Statement at 8)

\* \* \* \* \*

A: . . . of course, he thought I was 18. . . (Miller Sworn Statement at 13)

- **Instructed Others to Lie About Their Ages**

A: . . . I would tell my girlfriends just like Carolyn approached me. Make sure you tell him you're 18. Well, these girls that I brought, I know that they were 18 or 19 or 20. And the girls that I didn't know and I don't know if they were lying or not, I would say make sure that you tell him you're 18. (Miller Sworn Statement at 22)

- **No Sexual Contact**

Q: He never pulled you closer to him in a sexual way?

A: I wish. No, no, never, ever, ever, no, never. Jeffrey is an awesome man, no. (Miller Sworn Statement at 21)

- **No Inducement**

A: No, I gave Jeffrey my number. And I said, you know, any time you want me to give you a massage again, I'll more than welcome to. (Miller Sworn Statement at 8)

KIRKLAND & ELLIS LLP

R. Alexander Acosta  
December 21, 2007  
Page 4

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A: Every girl that I brought to Jeffrey, they said they were fine with it. And like, for instance, [REDACTED] a lot of girls begged me to bring them back. They wanted to come back for the money. And as far as I know, we all had fun there. (Miller Sworn Statement at 45)

The sworn testimony of [REDACTED] contains explicit denials from the alleged "victim" herself that she suffered any physical, emotional, or personal injury as required by the express language of § 2255. Further, the sworn testimony of Ms. Miller contains a complete disavowal that Mr. Epstein or anyone on his behalf used a facility of interstate commerce to knowingly persuade, coerce, entice, or induce her to engage in sexual offenses as required by § 2422(b). Likewise, the transcript provides no basis for a § 2423(b) violation in that Mr. Epstein had a residence in Palm Beach for over 10 years at the time of these events, traveled to Palm Beach for a myriad of legitimate reasons ranging from medical appointments to business appointments having nothing to do with a sexual objective, and could not be legally charged with traveling to his own home particularly in the absence of any provable nexus between the travel and a dominant purpose to engage in illicit sexual conduct. Although Ms. Villafana informed us during the December 14 meeting that she had a telephone toll record showing an out-of-state call to or from Ms. Miller's phone to a phone number associated with Mr. Epstein, such a record fails to prove the content of the call, the identity of the communicators, whether the call discussed or resulted in a plan for Ms. Miller to visit Mr. Epstein's residence, whether any inducement occurred on the out of state call or, more importantly for purposes of the sex tourism statute, whether any travel was planned to Florida or resulted from the phone call. Ms. Miller's testimony is that she believed that at any time she was called by Mr. Epstein or anyone on his behalf, Mr. Epstein was already in Florida. She also testified to the absence of any sexual contact other than topless massages (topless massages are lawful in Florida at age 16, unless the definition of prostitution is unnaturally expanded). A complete transcript of the federal interview of Ms. Miller has previously been provided to you.

Your wish to put these women in the same position as they would have been had there been a federal conviction assumes they are each legitimate victims of at least one of the two specific federal crimes enumerated under § 2255. We respectfully have to disagree with that assumption, and even your current formulation of § 2255 would prejudice Mr. Epstein in this regard.

Second, your proposal also effectively deprives Mr. Epstein of his opportunity to test the validity of these womens' claims claims that would have been extensively tested at trial. In light of what we have already learned about Saige Gonzalez and [REDACTED] it is inappropriate to deny Mr. Epstein and his counsel the right to test the merits of each of these womens' cases, in order to verify that they in fact suffered "personal injury" as required by § 2255 and to assess whether they are in fact victims of any violations of § 2422(b) or § 2423(b) as also required by

*they would have to prove in June under new wording*

## KIRKLAND &amp; ELLIS LLP

R. Alexander Acosta  
December 21, 2007  
Page 5

§ 2255. Given your Office's informing us that Ms. [REDACTED] remained on a reduced list of federal "victims" and given our understanding that Ms. [REDACTED] as well was one of those who is also on the list of persons the Government contends were victims of Mr. Epstein's alleged violation of federal law, we have a principled concern about adopting your recommended language which would leave Mr. Epstein without a basis to challenge the good faith premise of an application to recover \$150,000.

**Third**, the Agreement, even if modified in accord with your December 19 letter, would put the witnesses in a better position than if Mr. Epstein had been federally prosecuted rather than in an equal position and, in fact, encourages the witnesses to make unfounded claims with impunity. Had there been a conviction, these women would have been thoroughly cross-examined, for the veracity of their statements, their credibility and the foundations, if any, for claiming personal injury. Also, Mr. Epstein would have received, pursuant to either Brady or Jencks, material in the form of prior inconsistent statements made by these women before they learned of any financial benefit that may be available to them—evidence that should be considered in determining the credibility of their application for a substantial civil recovery. Furthermore, Mr. Epstein would be without the means to challenge whether the claimant could make out a prima facie case that she was a victim of a violation by Mr. Epstein of § 2422(b) or any other federal statute—a denial of his rights that would insulate potential claimants such as Ms. Miller and Ms. Gonzalez from any challenge on this element even if under other circumstances a challenge would result in a summary judgment in Mr. Epstein's favor under Fed. R. Civ. P. 56. Lastly, the modified language recommended by you presupposes that Mr. Epstein would have been charged and convicted of substantive violations rather than charged and convicted of a conspiracy allegation. Conspiracy convictions are not amongst the predicates enumerated by § 2255 and do not, without more, result in the basis for a determination of "personal injury". Since our request to view the draft indictment was rejected on December 14, we have no means to know what it contained by way of allegations.

**Fourth**, I want to respond to several statements in your letter that we believe require immediate correction. With regard to your first footnote, I want to be absolutely clear. We do not believe for one moment that you had prior knowledge of the AUSA's attempt to require us to hire the friend of her live-in boyfriend, and pay his fees on a contingency basis to sue Mr. Epstein. We realize you corrected that irregular situation as soon as you discovered it. We thought this was precipitated by our complaint, but have no real knowledge as to the timing of events. Furthermore, your letter also suggests that our objection to your Office's proposed victims notification letter was that the women identified as victims of federal crimes should not be notified of the state proceedings. That is not true, as our previous letter clearly states. Putting aside our threshold contention that many of those to whom 3771 notification letters are intended are in fact not victims as defined in the Attorney General's 2000 Victim Witness Guidelines—a status requiring physical, emotional or pecuniary injury of the defendant—it was and remains our position that these women may be notified of such proceedings but since they are neither witnesses nor victims to the state prosecution of this matter, they should not be informed of

*Handwritten note:*  
No state prosecution

KIRKLAND & ELLIS LLP

R. Alexander Acosta  
December 21, 2007  
Page 6

fictitious "rights" or invited to make sworn written or in-court testimonial statements against Mr. Epstein at such proceedings, as Ms. Villafana repeatedly maintained they had the right to do. Additionally, it was and remains our position that any notification should be by mail and that all proactive efforts by the FBI to have communications with the witnesses after the execution of the Agreement should finally come to an end. We agree, however, with your December 19 modification of the previously drafted federal notification letter and agree that the decision as to who can be heard at a state sentencing is, amongst many other issues, properly within the aegis of state decision making.

Your December 19 letter references Professor Dershowitz's position on the inapplicability of Florida Statute § 796.03. Professor Dershowitz made such arguments in the context of saying that he had been unable to discern, after great effort, and supported by years of experience, any basis for the application of § 2422(b) or other federal sex statutes to Mr. Epstein's conduct and that the federal statutes required more of a stretch to fit the facts than the proposed state statute to which Ms. Villafana wanted Mr. Epstein to plead. Professor Dershowitz also stated that Ms. Villafana had represented that it was she who had the facts to support, both the threatened federal charges of § 2422 and/or § 2423 and the proposed state charge of § 796.03 (which the parties understood to be the state charge of soliciting a minor, as Ms. Villafana's last letter clearly states). Only last week we learned for the first time that Ms. Villafana did not realize that the charge was actually for "procuring" not "soliciting". The charge (a pimp statute) of procuring a prostitute for a third party for financial gain is one for which Ms. Villafana now states she does not have the facts to support.

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Furthermore, you suggest that we have purposefully delayed the date of Mr. Epstein's plea and sentencing in breach of the Agreement and now seek an "11th hour appeal" in Washington. I believe we have already responded to this objection satisfactorily, both in our discussion earlier this week and in the email I sent to you two days ago in which I specifically addressed this issue. Indeed, any impediment to the resolution at issue is a direct cause of the disagreements between the parties as to a common interpretation of the Agreement, and we have at all times made and will continue to make sincere efforts to resolve and finalize issues as expeditiously as possible. In fact, since the initiation of negotiations between Mr. Epstein's counsel and your Office, we have always proceeded in a timely manner and made several efforts to meet with the attorneys in your Office in person when we believed that a face-to-face meeting would facilitate a resolution.

Handwritten: Contradicts  
agreed to competency  
R. Acosta 12/25/07

Finally, the suggestion by your staff that you hold Mr. Epstein in breach of the Agreement by his failure to plea and be sentenced on October 26, 2007 is directly contradicted by Mr. Sloman's e-mail to me dated October 31 in which he states, "Your understanding from Jack Goldberger conforms to my understanding that Mr. Epstein's plea and sentence will take place on the same day. I understand that the plea and sentence will occur on or before the January 4th date." This has been our common understanding for some time, which we have now

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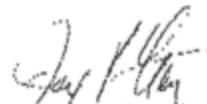
R. Alexander Acosta  
December 21, 2007  
Page 7

reiterated several times. With that said, please be advised that we are working for a quick resolution and do not seek to delay the proceedings.

Thank you again for your time and consideration. We look forward to your response to the concerns we have raised that have not yet been addressed.

I wish you a very happy and a healthy new year.

Sincerely,



Jay P. Leskowitz

cc : Honorable Alice Fisher, Assistant Attorney General  
Jeffrey H. Sloman, First Assistant U.S. Attorney

# KIRKLAND & ELLIS LLP

## Fax Transmittal

Citigroup Center  
153 East 53rd Street  
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Fax: [REDACTED]

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CC:	Company:	Fax #:	Direct #:	
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Alice S. Fisher	Department of Justice	202-514-9412	202-514-2601	
From:	Date:	Pages w/cover:	Fax #:	Direct #:
Jay P. Lefkowitz	December 21, 2007	8	[REDACTED]-446-6460	[REDACTED]

**Message:**

Please see attached.

12/26/07 Letkowitz to Acosta

Dear Jay,

On September 24, 2007, your client, Jeffrey Epstein and two of his lawyers, Gerald Lefcourt, Esq. and Lily Ann Sanchez, Esq., in consultation with numerous other experienced and highly regarded lawyers, entered into a Non-Prosecution Agreement ("the Agreement") with the United States Attorney's Office for the Southern District of Florida ("SDFL"). The crux of the Agreement was that the SDFL would defer federal prosecution of Mr. Epstein for illicit sexual conduct by Mr. Epstein involving minor victims in exchange for his guilty plea to solicitation of prostitution (Fl. Stat. Section 796.07) and an offense that requires him to register as a sex offender, that is, <sup>prosecution</sup> solicitation of minors to engage in prostitution (Fl. Stat. Section 796.03). The Agreement also required him to serve a 30 month sentence - 18 months' in county jail - and to compensate the victims pursuant to 18 U.S.C. Section 2255 just as if this matter had been successfully prosecuted federally. <sup>followed by 12 mos. home confinement</sup>

After the Agreement was executed, you and, subsequently, Dean Starr began taking issue with the *implementation* of the 2255 provision. In response, I offered, in my opinion, numerous and various reasonable modifications and accommodations. These are well documented and do not need to be recounted here. Suffice to say, these modifications and accommodations were not satisfactory to your client. At our December 15, 2007 meeting, counsel for Mr. Epstein announced, *inter alia*, that it was a "profound injustice" to require Mr. Epstein to register as a sex offender and reiterated that no federal crime, especially 18 U.S.C. Section 2422(b), had been committed since the statute is only violated if a telephone or means of interstate commerce is used to do the persuading or inducing. As you know, this attack on the theory of federal prosecution had been previously raised<sup>1</sup> and thoroughly considered and rejected by the SDFL and <sup>the</sup> Child Exploitation and Obscenity <sup>Section</sup> (CEOS) in Washington, D.C. prior to the execution of the Agreement.

In addition to your continued attack on the contemplated federal statutes, your December 17<sup>th</sup> correspondence claimed, for the first time since the execution of the Agreement, that Mr. Epstein's conduct does not meet the requirements of solicitation of minors to engage in prostitution (Fl. Stat. Section 796.03). This combined with your December 26<sup>th</sup> correspondence, wherein you state that "we have reiterated in previous submissions that Mr. Epstein does not believe he is

<sup>1</sup>See July 6, 2007 letter from Gerald B. Lefcourt, Esq. and Alan Dershowitz.

guilty of the federal charges enumerated under section 2255", clearly prevents Mr. Epstein from fulfilling the material terms and conditions the Agreement. As you know, this is not, and has never been, an *Alford* plea situation (see *North Carolina v. Alford*, 400 U.S. 25, 91 S.Ct. 160 (1970)). Your reference to requiring "Mr. Epstein to in essence admit guilt, though he believes he did not commit the requisite offense" is inapplicable here.

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Draft ltr from Spornan to  
Lefkowitz re termination



U.S. Department of Justice

United States Attorney  
Southern District of Florida

First Assistant U.S. Attorney

99 N.E. 4 Street  
Miami, FL 33132  
(305) 961-9100

DELIVERY BY FACSIMILE

April , 2008

Jay P. Lefkowitz, Esq.  
Kirkland & Ellis LLP  
Citigroup Center  
153 East 53rd Street  
New York, New York 10022-4675

Re: Jeffrey Epstein

Dear Mr. Lefkowitz,

On September 24, 2007, your client, Jeffrey Epstein, in consultation with Gerald Lefcourt, Esq. and [REDACTED], Esq., as well as numerous other nationally-renowned lawyers, including but not limited to Harvard Law Professor Alan Dershowitz, former Independent Counsel and Solicitor General of the United States Kenneth Starr, just to name a few, entered into a Non-Prosecution Agreement ("the Agreement") with the United States Attorney's Office for the Southern District of Florida ("SDFL"). Although you and other members of the defense team have since claimed that the Agreement was the product of adhesion, the following facts demonstrate that Epstein knowingly and voluntarily entered into the Agreement in order to avoid a federal indictment regarding his sexual conduct involving minor victims. Despite the fact that by signing the Agreement, Epstein gave up the right to object to its provisions, the SDFL bent over backwards to exhaustively consider and re-consider your objections. Since these objections have finally been exhausted and Epstein has failed to comply with several conditions of the Agreement as set forth below, the SDFL hereby notifies you that unless you comply with all of the terms and conditions of the Agreement, including plea, sentence, and incarceration, as modified by the United States Attorney's December 19, 2007 letter to Ms. Sanchez by \_\_\_\_\_, the SDFL will elect to terminate the Agreement.

Background

The Agreement was the product of months of negotiations. Specifically, you requested and received numerous meetings, at the highest levels of the SDFL and DOJ's Child Exploitation and Obscenity Section (CEOS) concerning claims that (a) the investigation merely produced evidence of relatively innocuous sexual conduct with some minors who, unbeknownst to Epstein, misrepresented their ages; (b) the authorities investigating Epstein engaged in misconduct; (c) the contemplated federal statutes have no applicability to this matter; and (d) the federal authorities disregarded the fundamental policy against federal intervention with state criminal proceedings. After careful review, the SDFL ultimately rejected those claims. Subsequent to its decision, however, but before proceeding any further, the SDFL provided you with 30 days to appeal the decision to the

Assistant Attorney General of the United States, Alice Fisher. As you recall, you chose to forego an appeal to AAG Fisher, and instead pursued a negotiated resolution which, ultimately, resulted in the execution of the Agreement.

#### The Negotiation Phase

During negotiations, you tried to avoid a resolution that called for incarceration and registration as a sexual offender – both of which would be triggered by a successful federal prosecution. The SDFL believed and continues to believe that should this matter proceed to trial, your client would be convicted of the federal statutes identified in the Agreement. In order to achieve a global resolution, the SDFL indicated a willingness to compromise the length of incarceration; however, it remained adamant that Epstein register as a sex offender and that all victims identified during the investigation remain eligible for compensation. In order to achieve this result, the parties considered two alternatives, a plea to federal charges that limited Epstein's sentencing exposure, or, as suggested by you, a plea to state charges encompassing Epstein's conduct. Ultimately, the parties agreed to, *inter alia*, a plea to the state charges outlined in the Agreement, registration and a method of compensation.

#### The Agreement

The crux of the Agreement defers federal prosecution of Epstein for his sexual conduct involving those minor victims identified as of September 24, 2007, in exchange for a guilty plea to a state offense that requires registration as a sex offender; a sufficient term of imprisonment; and a method of compensation for the victims such that they would be placed in the same position as if Epstein had been convicted of one of the enumerated offenses set forth in Title 18, United States Code, Section 2255. Specifically, the Agreement mandates, *inter alia*, (1) a guilty plea in Palm Beach County Circuit Court to solicitation of prostitution (Fl. Stat. Section 796.07) and procurement of minors to engage in prostitution (Fl. Stat. Section 796.03) (an offense that requires him to register as a sex offender); (2) a 30-month sentence including 18 months' incarceration in county jail; (3) a methodology to compensate the victims identified by the United States; (4) entry of the guilty plea and sentence no later than October 26, 2007; and (5) the start of the above-mentioned sentence no later than January 4, 2008.

Furthermore, and significantly, Epstein agreed that he had the burden of ensuring compliance of the Agreement with the Palm Beach County State Attorney's Office and the Judge of the 15<sup>th</sup> Judicial Circuit and "*that the failure to do so will be a breach of the agreement*" (emphasis added).

#### Post-Execution of the Agreement

Within weeks of the execution of the Agreement, you sought to delay the entry of Epstein's guilty plea and sentence. After the SDFL agreed to accommodate your request, counsel for Epstein began taking issue with the methodology of compensation, notification to the victims, and the issues

that had been previously considered and rejected during negotiations, *i.e.*, that the conduct does not require registration and the contemplated state and federal statutes have no applicability to the instant matter.

A. Delay.

The Agreement required that “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.” Agreement, pages 4-5, paragraph 11 (emphasis added). After the Agreement was executed, the SDFL accommodated your request to extend the October 26th plea deadline to November 20<sup>th</sup> based upon, what seemed to be, reasonable scheduling conflict issues.<sup>1</sup> By early November, you represented that the presiding state court judge would not “stagger the plea and sentencing as contemplated in the Agreement.” Although the Agreement clearly did not contemplate a staggered “plea and sentencing,” the SDFL again agreed to accommodate Epstein’s request to appear in state court for plea and sentencing on January 4, 2008.<sup>2</sup>

B. Method of Compensation and Notification.

During this same time period, you and others, including the former Solicitor General of the United States Kenneth Starr, took issue with the *implementation* of the methodology of compensation (hereinafter “the 2255 provision”)<sup>3</sup> and the SDFL’s intention to notify the victims under 18 U.S.C. Section 3771 (you objected to victims being notified of time and place of Epstein’s

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<sup>1</sup> “Accordingly, I have now confirmed with Mr. Epstein’s Florida counsel that the state’s attorney’s office and the court will be available to have him enter his plea on November 20. So we will plan to proceed on one that date.” October 18, 2007 email from Jay Lefkowitz to USA R. Alexander Acosta.

On the same day, Mr. Lefkowitz confirmed with First Assistant Jeffrey H. Sloman that this postponement “will not affect when Epstein begins serving his sentence.”

<sup>2</sup> Correspondence from Jay Lefkowitz to FAUSA Sloman dated November 8, 2007 (“the judge has invited the parties to appear for the plea and sentencing on January 4<sup>th</sup>, we do not anticipate any delay beyond that date.”)

<sup>3</sup> Prior to any issues arising concerning the implementation of the 2255 provision, the SDFL unilaterally agreed to assign its responsibility to select the attorney representative for the alleged victims to an independent third-party. This was done to avoid even the appearance of favoritism in the selection of the attorney representative. As a result, on October 29, 2007, the parties executed an Addendum wherein it was mutually agreed that former United States District Court Judge Edward B. Davis would serve as the independent third-party. Judge Davis selected the venerable law firm of Podhurst and Josefsberg to represent the approximately 34 alleged identified victims.

state court sentencing hearing). In response, the SDFL offered, in my opinion, numerous and various reasonable modifications and accommodations which ultimately resulted in United States Attorney R. Alexander Acosta's December 19, 2007 letter to [REDACTED]. In that letter, the United States Attorney tried to eliminate *all* concerns which, quite frankly, the SDFL was not obligated to address, let alone consider. He proposed the following language regarding the 2255 provision:

“Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less.”

Regarding the issue of notice to the victims, USA Acosta proposed to notify them of the federal resolution as required by law; however, “[w]e will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes.” As you know, you rejected these proposals as well. *See* December 26, 2007 correspondence from Jay Lefkowitz to USA Acosta.

C. “Mr. Epstein Does Not Believe He Is Guilty Of The Federal Charges Enumerated Under Section 2255.”

At our December 14, 2007 meeting at the U.S. Attorney's Office in Miami, counsel for Epstein announced, *inter alia*, that it was a “profound injustice” to require Epstein to register as a sex offender and reiterated that no federal crime, especially 18 U.S.C. Section 2422(b), had been committed since the statute is only violated if a telephone or means of interstate commerce is used to do the persuading or inducing. This particular attack on this statute had been previously raised and thoroughly considered and rejected by the SDFL and CEOS prior to the execution of the Agreement. You also argued that the facts were inapplicable to the contemplated state statutes and that Epstein should not have been allowed to have been induced into the Agreement because the facts were not what he understood them to be. It should be noted that the SDFL has never provided you with any evidence supporting its investigation. This is not, and has never been, an *Alford* plea situation (*see North Carolina v. Alford*, 400 U.S. 25, 91 S.Ct. 160 (1970)). Ultimately, you requested an independent review.

Subsequent to the above-mentioned meeting, the SDFL received three letters from you and/or Mr. Starr which expanded on some of the themes announced in the December 14<sup>th</sup> meeting.

Essentially, you portrayed the SDFL as trying to coerce a plea to unknown allegations and incoherent theories. On December 17, 2007, you decreed that Epstein's conduct did not meet the requirements of solicitation of minors to engage in prostitution (Fl. Stat. Section 796.03) one of the enumerated crimes Epstein had previously agreed to plead guilty to; that Epstein's conduct does not require registration under Florida law; and the State Attorney's Office does not believe the conduct is registrable. On December 21, 2007, you rejected the USA's proposed resolution of the 2255 provision because you "strongly believe that the provable conduct of Mr. Epstein with respect to these individuals fails to satisfy the requisite elements of either 18 U.S.C. Section[s] 2422(b) ... or ... 2423(b)." In your December 26, 2007 correspondence you stated that "we have reiterated in previous submissions that Mr. Epstein does not believe he is guilty of the federal charges enumerated under section 2255" and requiring "Mr. Epstein to in essence admit guilt, though he believes he did not commit the requisite offense."

As the SDFL has reiterated time and time again, it does not want nor does it expect Epstein to plead guilty to a charge he does not believe he committed. As a result, we obliged your request for an independent *de novo* review of the investigation and facilitated such a review at the highest levels of the Department of Justice. It is our understanding that that independent review is now complete and a determination has been made that there are no impediments to a federal prosecution by the SDFL.

Conclusion

Therefore, as I proposed in my email to you on February 25, 2008, you shall have until \_\_\_\_\_, to comply with all of the terms and conditions of the Agreement, including plea, sentence, and incarceration, as modified by the USA's December 19<sup>th</sup> letter to Ms. Sanchez.

Sincerely,

R. Alexander Acosta  
United States Attorney

By:

Jeffrey H. Sloman  
First Assistant United States Attorney

cc: R. Alexander Acosta  
United States Attorney

A. [REDACTED]  
Assistant U.S. Attorney

6/3/08 SLOMAN SUBMISSION TO  
THE DAG



**U.S. Department of Justice**

*United States Attorney  
Southern District of Florida*

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*First Assistant U.S. Attorney*

*99 N.E. 4th Street  
Miami, FL 33132  
(305) 961-9100*

**DELIVERY BY FEDERAL EXPRESS**

June 3, 2008

Honorable Mark Filip  
Office of the Deputy Attorney General  
United States Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Re: Jeffrey Epstein

Dear Judge Filip,

Jeffrey Epstein was a part-time resident of Palm Beach County, Florida.<sup>1</sup> In 2006, the Federal Bureau of Investigation began investigating allegations that, over a two-year period, Epstein paid approximately 28 minor females from Royal Palm Beach High School to come to his house for sexual favors.<sup>2</sup> In July 2006, the matter was presented to AUSA A. [REDACTED] of our West Palm Beach branch office to pursue a formal criminal investigation. That investigation resulted in the discovery of approximately one dozen additional minor victims. Over the last several months, approximately six more minor victims have been identified.

AUSA Villafaña has been ready to present an indictment to a West Palm Beach federal grand jury since May 2007. The prosecution memorandum and proposed indictment have been extensively reviewed and re-reviewed by Southern District of Florida (SDFL) Deputy Chief of the Criminal

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<sup>1</sup> Epstein has not resided in Palm Beach since he learned of the instant investigation.

<sup>2</sup> Epstein's sexual conduct with the victims included: instructing them to massage and pinch his nipples, masturbating in their presence, digitally penetrating them, using a vibrator on their vaginas, engaging in oral sex with them, having the victims perform oral sex on Epstein's adult girlfriend, and engaging in sexual intercourse, all in exchange for money, ranging from \$200 to \$1,000 per session.

**Confidential and Privileged – Attorney Work Product**

Division [REDACTED] Chief of the Criminal Division Matthew Menchel<sup>3</sup>, First Assistant United States Attorney Jeffrey H. Sloman<sup>4</sup>, United States Attorney R. Alexander Acosta as well as various members of the Child Exploitation and Obscenity Section (CEOS) at the Department of Justice including, but not limited to its Chief, [REDACTED] G. Oosterbahn. Many of these legal and factual issues have been discussed and approved by Deputy Assistant Attorney General for the Criminal Division (DAAG) Sigal Mandelker and the Assistant Attorney General for the Criminal Division (AAG) Alice S. Fisher, as well as the Criminal Division's Appellate Section and the Office of Enforcement Operations regarding the petit policy.

By May 2007, AUSA Villafañá began seeking approval from her supervisors to indict Epstein. Her immediate supervisor was [REDACTED] Mr. [REDACTED] had served as the Chief of the Public Integrity Section at DOJ as well as in several supervisory positions in the SDFL. By mid-2006, he had returned to his position as the Deputy Chief of the Criminal Division in West Palm Beach (head of the West Palm Beach branch office), after serving as the interim Chief of the Public Integrity Section at DOJ at the request of AAG Fisher. By October 2007, Mr. [REDACTED] would leave the SDFL to become AAG Fisher's Chief of Staff.<sup>5</sup> Above Mr. [REDACTED] in the SDFL's chain of command were [REDACTED] Criminal Division Chief, First Assistant USA Sloman and finally, U.S. Attorney Acosta.

Prior to seeking approval to return an indictment, Epstein's legal team had been actively working to convince this Office that such action was not warranted. For example, at the end of 2006, former SDFL U.S. Attorney and EOUSA Executive Director Guy Lewis contacted former colleagues AUSA [REDACTED] and, later Deputy Criminal Chief [REDACTED] when he learned that they were handling or involved in supervising the federal investigation of Epstein. In December, former SDFL AUSA [REDACTED] and Gerald Lefcourt also contacted AUSA [REDACTED] to set a meeting. In advance of that meeting, AUSA Villafañá requested documents but that request was refused. Ms. Sanchez then contacted AUSA [REDACTED] who agreed to meet with Ms. Sanchez and Mr. Lefcourt. On February 1, 2007, Ms. Sanchez and Mr. Lefcourt met with AUSAs [REDACTED] and [REDACTED] as well as a member of the FBI, and presented defense counsel's view of the case and promised a willingness to assist in the investigation. The SDFL was unpersuaded by their presentation and the investigation continued.

By the late Spring and early Summer, the focus of the investigation shifted from investigating the facts of the victims' claims to Epstein's background, his asserted defenses, co-conspirators, and possible witnesses who could corroborate the victims' statements. The investigation also began to look into financial aspects of the case, requiring the issuance of several subpoenas. At the time, Mr. Lefcourt began leveling accusations of improprieties with the investigation and sought a meeting

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<sup>3</sup>Mr. Menchel resigned for private practice on August 3, 2007 and was replaced by Robert Senior.

<sup>4</sup>Although I, Jeffrey H. Sloman, am writing this letter, I will continue to refer to myself as "First Assistant USA Sloman" or "FAUSA Sloman" to help reduce any confusion.

<sup>5</sup>Rolando Garcia replaced Mr. [REDACTED] as the Deputy Chief of the Criminal Division.

with Criminal Division Chief [REDACTED]. By that time, the proposed initial indictment package had been reviewed and approved by Mr. [REDACTED] in West Palm Beach and by attorneys with CEOS; however, it awaited review by Mr. Menchel and FAUSA Sloman. The SDFL deferred presenting the indictment to the grand jury to accommodate the Epstein legal team's request for a meeting. We also agreed to wait several weeks for that meeting to occur to allow four of Epstein's attorneys to be present and also provided counsel with a list of the statutes that were the subject of the investigation.

On June 26, 2007, Mr. Menchel, Mr. [REDACTED], AUSA [REDACTED], and FAUSA Sloman, and two FBI agents met with Alan Dershowitz, Roy Black, Gerald Lefcourt, and [REDACTED]. During that meeting, Professor Dershowitz and other members of the defense team presented legal and factual arguments against a federal indictment. Counsel for the defense also requested the opportunity to present written arguments, which was granted. The arguments and written materials provided by the defense were examined by the SDFL and rejected.

On July 31, 2007, Mr. Menchel, Mr. [REDACTED], AUSA [REDACTED] and FAUSA Sloman, and two FBI agents met with Roy Black, Gerald Lefcourt, and [REDACTED]. On that date, the SDFL presented a written sheet of terms that would satisfy the SDFL's federal interest in the case and discussed the substance of those terms. *See* Tab A. One of those terms was:

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 the subject matter. Epstein will not contest that the identified victims are persons who, while minors, were victims of violations of Title 18, United States Code, §§ 2422 and/or 2423.

During that meeting, the focus was on Mr. Epstein's unwillingness to spend time in prison, and various suggestions were raised by defense counsel, including the proposal that he could serve a sentence of home confinement or probation. This was repeatedly mentioned by counsel for Epstein as being equivalent to a term of imprisonment in a state or federal prison. Epstein's counsel mentioned their concerns about his safety in prison, and the SDFL offered to explore a plea to a federal charge to allow Epstein to serve his time in a federal facility. Counsel were also presented with a conservative estimate of the sentence that Epstein would face if he were convicted: an advisory guideline range of 188 - 235 months' incarceration with a five-year mandatory minimum prison term, to be followed by lifetime supervised release. Counsel was told that Epstein had two weeks to accept or reject the proposal.

It is critical to note that Ms. Sanchez, one of Epstein's local lawyers, seized upon this method of restitution as a condition of deferring federal prosecution. In referring to the 18 U.S.C. § 2255 method of compensation, Ms. Sanchez stated:

[t]his would allow the victims to be able to promptly put this behind them and go forward with their lives. If given the opportunity to opine as to the appropriateness

of Mr. Epstein's proposal, in my extensive experience in these types of cases, the victims prefer a quick resolution with compensation for damages and will always support any disposition that eliminates the need for trial.

See attached Tab B, August 2, 2007 letter from [REDACTED] to SDFL Criminal Division Chief Menchel, p.2, fn 1. Ironically, it is Epstein's "national" attorneys who are now representing to the Deputy Attorney General of the United States in their May 19, 2008 letter that:

Perhaps most troubling, the USAO in Miami, as a condition of deferring prosecution, required a commingling of substantive federal criminal law with a proposed civil remedy engineered in a way that appears intended to profit particular lawyers in private practice in South Florida with personal relationships to some of the prosecutors involved.

Not only did Epstein's lawyers like the idea of using 18 U.S.C. § 2255 to compensate the victims but, they also sought to make their non-incarcerative state proposal even more attractive by offering payments to "a charitable organization benefitting victims of sexual assault," "law enforcement investigative costs" and "Court and probationary costs." *Id.* at p. 2.

Epstein's counsel, still dissatisfied with the Office's review of the case, demanded to meet with U.S. Attorney Acosta and to have the opportunity to meet with someone in Washington, D.C. To accommodate Roy Black, the meeting was put off until September 7, 2007, despite the fact that the indictment was ready for presentation to the grand jury. In the interim, AUSA [REDACTED] and the investigators met with CEOS Chief Oosterbahn, to review, yet again, the evidence and legal theories of prosecution. Chief Oosterbahn strongly supported the proposed indictment and even offered to join the trial team and provide additional support from CEOS.

On September 7, 2007, U.S. Attorney Acosta met with Kirkland & Ellis partners Jay Lefkowitz and former Solicitor General Ken Starr and Ms. Sanchez, along with Chief Oosterbahn and AUSAs [REDACTED], John McMillan, and FAUSA Sloman.<sup>6</sup> Messrs. Starr and Lefkowitz presented arguments regarding the sufficiency of the federal interest in the case and other legal and factual issues. We discussed those legal arguments and the unanimous opinion of all of the attorneys present was in favor of prosecution. During that meeting, Mr. Lefkowitz also offered a plea resolution. His offer, in essence, was that Epstein be subjected to home confinement at his Palm Beach home, using private security officers who would serve as his "wardens," if necessary. Mr. Lefkowitz expressed the belief that such a sentence would be particularly appropriate because, as a wealthy white man, he may be the subject of violence or extortion in prison. Finally, Messrs. Starr and Lefkowitz expressed the belief that Epstein's extensive philanthropy should be considered in our prosecution decision. U.S. Attorney Acosta summarily rejected these proposals, and indicated that the 24-month offer presented previously by the SDFL stood.

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<sup>6</sup>Roy Black did not attend.

The issue of the inclusion of a restitution-type remedy for the victims pursuant to 18 U.S.C. § 2255 was specifically raised and discussed at the September 7<sup>th</sup> meeting, and Mr. Starr thanked AUSA [REDACTED] for bringing it to his attention as a novel approach to allowing the victims to receive essentially federal restitution while allowing a plea to a state charge. After considering everything said and written by Epstein's legal team, and after conferring with Chief Oosterbahn, U.S. Attorney Acosta informed Epstein's counsel that the SDFL still intended to proceed to indictment. Since counsel indicated a desire to appeal the matter to the Attorney General, the Deputy Attorney General, or the Assistant Attorney General for the Criminal Division, U.S. Attorney Acosta agreed to delay the presentation of the indictment for two weeks to allow them to speak with someone in Washington, D.C., if they so chose.

Instead, Mr. Epstein elected to negotiate the Non-Prosecution Agreement, and on September 12, 2007, counsel for the SDFL (AUSAs [REDACTED], Garcia, and [REDACTED]) and counsel for Epstein (Messrs. Lefcourt, Lefkowitz, and Goldberger) met with Palm Beach County State Attorney Barry Krisher and Assistant State Attorney Lanna Belohlavek to discuss a plea to an Information in the state court that would satisfy the federal interest in the case. As noted on the term sheet of July 31<sup>st</sup> (Tab A), one of those essential terms was a guilty plea to a charge requiring sex offender registration. During that meeting, the issue of sex offender registration was raised, and Mr. Goldberger told the federal prosecutors that there was no problem, Mr. Epstein would plead guilty to the charge of procurement of minors for prostitution (Fl. Stat. 796.03), which was one of the statutes listed on the original term sheet. Although the SDFL had wanted Epstein to plead guilty to three different offenses, we agreed to this compromise.<sup>7</sup> Of course, the SDFL later learned that, at the time Mr. Goldberger made that statement, he incorrectly believed, based upon a statement from ASA Belohlavek, that Fl. Stat. § 796.03 did *not* require sex offender registration.

The parties then began working first on a plea agreement to a federal charge and, when it was clear that there was no guarantee that Epstein would serve his sentence in a minimum security prison camp, the discussion turned to a Non-Prosecution Agreement. Both the federal plea agreement and the Non-Prosecution Agreement included references to § 2255 because neither the contemplated federal charges nor the proposed state charges encompassed all of the identified victims. If Epstein had been prosecuted under the planned indictment, the identified victims would have been eligible for restitution *and* damages under § 2255. As explained above, one of our interests, which had to be satisfied by the Non-Prosecution Agreement, was providing appropriate compensation to the victims. This provision of the Agreement was heavily negotiated. As Mr. Lefkowitz wrote in his November 29<sup>th</sup> e-mail to FAUSA Sloman, Epstein "offered to provide a restitution fund for the alleged victims in this matter; however, that option was rejected by [our] Office." That option was rejected for several reasons. First, the SDFL does not serve as legal representatives to the victims and has no authority to bind victims, nor could it provide a monetary figure that would represent a "loss" amount for restitution purposes. Second, there would be no legal basis for federal restitution without

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<sup>7</sup> Another significant compromise reached at the meeting was a reduction in the amount of jail time - from 24 months down to 18 months, which would be served at the Palm Beach County Jail rather than a state prison facility.

a conviction for a federal offense. And, third, it was the U.S. Attorney's belief that the SDFL should not be put in the position of administering a restitution fund. Our § 2255 proposal put the victims in the same position that they would have been in if we had proceeded to trial and convicted Epstein of his crimes, with the exception that the victims were provided with counsel. The appointment of counsel was not such a benefit to the victims but, rather, was done, in part, to benefit Epstein by allowing him to try to privately negotiate a group resolution of all claims with one attorney. Epstein and his lawyers agreed with this alternative.

The negotiation of the Agreement was lengthy and difficult. Mr. Lefkowitz and AUSA [REDACTED] went through several drafts of both a federal plea agreement and a Non-Prosecution Agreement. Throughout these negotiations, when a member of the defense team was dissatisfied with the SDFL's position, it was repeatedly appealed throughout the Office. So several members of the defense team spoke with the chain of command regarding the terms of the Agreement, including the § 2255 provisions. At the eleventh hour, when Epstein's legal team realized that Fl. Stat. 796.03 would require him to register as a sex offender, they sought to change the most essential term of the agreement - a term that Messrs. Goldberger, Lefkowitz, and Lefcourt had specifically agreed to at the September 12<sup>th</sup> meeting with the State Attorney's Office - asking to allow Epstein to plead to a charge that would not require registration. When this was rejected, several members of the defense team appealed directly to U.S. Attorney Acosta which also failed. When that failed, according to press reports, apparently Mr. Lefcourt "leaked" a letter intended for the U.S. Attorney to the press containing the reasons why he/Lefcourt did not believe Epstein should have to register. See October 9, 2007 New York Post article attached at Tab C.

Prior to signing the Non-Prosecution Agreement, Mr. Epstein's defense team included Ken Starr, Jay Lefkowitz, [REDACTED], Alan Dershowitz, Gerald Lefcourt, Roy Black, Guy Lewis, Martin Weinberg, Jack Goldberger, Stephanie Thacker<sup>8</sup>, and the associates at Kirkland & Ellis who conducted research on discrete issues. This impressive legal team reviewed the Agreement and counseled Epstein. Based upon that counsel, Epstein decided that it was in his best interest to execute the Non-Prosecution Agreement which was signed on September 24, 2007 by Mr. Lefcourt, Ms. Sanchez and Epstein. A copy of which is attached hereto as Tab D. The core principles of the Agreement are incarceration, registration as a sex offender and a method of compensation.<sup>9</sup> Furthermore, and significantly, Epstein agreed that he had the burden of ensuring compliance of the

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<sup>8</sup>Ms. Thacker had recently resigned from CEOS as a Trial Attorney and entered private practice.

<sup>9</sup> Specifically, the Agreement mandates, *inter alia*, (1) a guilty plea in Palm Beach County Circuit Court to solicitation of prostitution (Fl. Stat. § 796.07) and procurement of minors to engage in prostitution (Fl. Stat. § 796.03) (an offense that requires him to register as a sex offender); (2) a 30-month sentence including 18 months' incarceration in county jail; (3) a methodology to compensate the victims identified by the United States utilizing 18 U.S.C. Section 2255 such that they would be placed in the same position as if Epstein had been convicted of one of the enumerated offenses set forth in Title 18, United States Code, § 2255; (4) entry of the guilty plea and sentence no later than October 26, 2007; and (5) the start of the above-mentioned sentence no later than January 4, 2008.

Agreement with the Palm Beach County State Attorney's Office and the Judge of the 15<sup>th</sup> Judicial Circuit and "that the failure to do so will be a breach of the agreement" (emphasis added). To this day, the SDFL has never divulged its evidence to Epstein's lawyers.

Within a week of the execution of the Agreement, the SDFL unilaterally proposed to divest its right to select the attorney representative for the victims. Contrary to Messrs. Starr and Whitley's recent assertion that this was "engineered in a way that appears intended to profit particular lawyers in private practice in South Florida with personal relationships to some of the prosecutors involved," it was done to avoid even the appearance of favoritism in the selection of the attorney representative. As a result, the parties executed an addendum which documented the SDFL's right to assign the selection of an attorney representative to an independent third-party. A copy of the October 29, 2007 Addendum is attached hereto as Tab E. The parties subsequently agreed that retired Federal District Court Judge Edward B. Davis should be that independent third-party/special master. Ultimately, Judge Davis selected Robert C. Josefsberg of the law firm of Podhurst, Orseck, Josefsberg, *et al.*<sup>10</sup> During this same time frame, Epstein lawyer Jay Lefkowitz sought to delay the entry of his guilty plea and sentence. After the SDFL accommodated his request (from October 26<sup>th</sup> to November 20<sup>th</sup>), Mr. Starr began taking issue with the methodology of compensation, notification to the victims, and the issues that had been previously considered and rejected during negotiations, *i.e.*, that the conduct does not require registration and the contemplated state and federal statutes have no applicability to the instant matter.

In response to Mr. Starr's protests, the SDFL offered numerous and various reasonable modifications and accommodations which ultimately resulted in U.S. Attorney Acosta's December 19, 2007 letter to [REDACTED]. See attached Tab F. In that letter, U.S. Attorney Acosta tried to eliminate *all* concerns which, quite frankly, the SDFL was not obligated to address, let alone consider. In consultation with DAAG Mandelker, Mr. Acosta proposed the following language regarding the 2255 provision:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, § 2255, will have the same rights to proceed under § 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

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<sup>10</sup> Due to the subsequent objections raised by Epstein's counsel, Mr. Josefsberg was never given the opportunity to become the attorney representative.

Mr. Starr also objected to the SDFL's intention to notify the victims pursuant to 18 U.S.C. § 3771. In response to Mr. Starr's concerns, USA Acosta again consulted with DAAG Mandelker who advised him to make the following proposal: "[w]e will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes." These proposals were immediately rejected by Epstein in Mr. Lefkowitz's December 26, 2007 correspondence to USA Acosta.

At our December 14, 2007 meeting at the U.S. Attorney's Office in Miami, counsel for Epstein articulated that it was a "profound injustice" to require Epstein to register as a sex offender and reiterated that no federal crime, especially 18 U.S.C. § 2422(b), had been committed since the statute is only violated if a telephone or means of interstate commerce is used to do the persuading or inducing. This particular attack on this statute had been previously raised and thoroughly considered and rejected by the SDFL and CEOS prior to the execution of the Agreement. Epstein's lawyers also argued that the facts were inapplicable to the contemplated state statutes and that he should not have been allowed to have been induced into the Agreement because the facts were not what he understood them to be. To reiterate, the SDFL has never divulged its evidence to anyone on the Epstein legal team. Once counsel for Epstein failed to persuade us that federal involvement was inappropriate, they mounted an aggressive campaign to defer federal prosecution. When we refused to compromise on anything except the length of incarceration, they finally executed the Non-Prosecution Agreement.

Subsequent to the December 14, 2007 meeting, the SDFL received three letters from Mr. Lefkowitz and/or Mr. Starr which expanded on some of the themes announced in the December 14<sup>th</sup> meeting. Essentially, trying to portray the SDFL as trying to coerce a plea to unknown allegations and incoherent theories. In his December 17, 2007 correspondence, Mr. Lefkowitz decreed that Epstein's conduct did not meet the requirements of one of the state statutes Epstein agreed to plead guilty to - procurement of minors to engage in prostitution (Fl. Stat. § 796.03); that Epstein's conduct does not require registration under Florida law in contravention of the September 24<sup>th</sup> Agreement; and the State Attorney's Office does not believe the conduct is registrable. On December 21, 2007, Mr. Lefkowitz rejected the U.S. Attorney's proposed resolution of the 2255 provision because they "strongly believe that the provable conduct of Mr. Epstein with respect to these individuals fails to satisfy the requisite elements of either 18 U.S.C. Section[s] 2422(b) ... or ... 2423(b)." In his December 26, 2007 correspondence, he stated that "we have reiterated in previous submissions that Mr. Epstein does not believe he is guilty of the federal charges enumerated under section 2255" and requiring "Mr. Epstein to in essence admit guilt, though he believes he did not commit the requisite offense."

The SDFL reiterated time and time again that it had never wanted nor expected Epstein to plead guilty to a charge he did not believe he committed and repeatedly offered to dissolve the agreement to allow Epstein to contest the charges in the court system. As a result, the SDFL obliged his request for an independent *de novo* review of the investigation and facilitated such a review at the highest levels of the Department of Justice. As you know, on May 15, 2008, after months of considering the matter, the Criminal Division considered whether there is a legitimate basis for the

SDFL to proceed with a federal prosecution of Mr. Epstein. CEOS Section Chief Oosterbahn concluded that "federal prosecution would not be improper or inappropriate." See attached May 15, 2008 letter from CEOS Section Chief Oosterbahn to Jay Lefkowitz. On May 19, 2008, I notified Mr. Lefkowitz that the SDFL would give Epstein a full two weeks (close of business on Monday, June 2, 2008) to comply with the terms and conditions of the Non-Prosecution Agreement, as modified by the USA's December 19<sup>th</sup> letter to Ms. Sanchez.<sup>11</sup> Therefore, despite the fact that the investigation has identified several more victims, the SDFL is still offering Epstein the opportunity to comply with the terms and conditions of the Non-Prosecution Agreement.

The SDFL was recently notified that the Office of the Deputy Attorney General has agreed to consider additional allegations not considered by CEOS which were recently raised in correspondence by two former high-ranking members of the Department of Justice - Ken Starr and Joe Whitley. On May 28, 2008, I notified Mr. Lefkowitz by e-mail that the SDFL has postponed the June 2, 2008 deadline until the DAG's Office has completed its review of this matter. Their correspondence to the DAG alleges that the SDFL's investigation lacks integrity because it has leaked "highly confidential aspects" of the investigation and negotiations to the New York Times and that FAUSA Sloman directed some of the victims to my former law firm. They also claim that the "unprecedented extension of federal law" by the SDFL suggests that this is politically motivated because Epstein is a prominent figure with "close ties to former President Clinton." Messrs. Starr and Whitley go on to claim that FAUSA Sloman unilaterally, arbitrarily and unnecessarily imposed a June 2, 2008 deadline in order to prevent Epstein from seeking your Office's review and that "the unnecessary deadline is even more problematic because Mr. Epstein's effort to reconcile the state charge and sentence with the terms of the Agreement requires an unusual and unprecedented threatened application of federal law."

1. *The Alleged "Leak" to the New York Times.*

AUS [REDACTED] became involved in this matter in his capacity as back up for the District's Public Information Officer (PIO). While the District's PIO was on annual leave, he was the acting PIO during the first week of January 2008. The entirety of his conduct in connection with the Epstein matter began on January 2, 2008 and ended on January 7, 2008.<sup>12</sup> Specifically, his contact involved five telephone conversations with Landon Thomas, a reporter for the New York Times. These conversations occurred on 1) the morning of January 2, 2008, 2) the afternoon of January 2, 2008, 3) the afternoon of January 3, 2008, 4) the afternoon of January 4, 2008, and 5) the afternoon of January 7, 2008.

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<sup>11</sup> Mr. Lefkowitz was placed on notice on February 25, 2008, that in the event that CEOS disagreed with Epstein's position, Epstein would have one week to comply with the terms and conditions of the Agreement, as modified by the USA's December 19<sup>th</sup> letter to Ms. Sanchez.

<sup>12</sup> AUSA Weinstein has self-reported to the Office of Professional Responsibility.

A. *The Morning of January 2, 2008.*

AUSA Weinstein began his conversation with Mr. Thomas by explaining that he was the acting PIO for the week and that he had received Mr. Thomas's December 31, 2007 e-mail requesting an interview and asking for comments on the following five statements.<sup>13</sup> First, "that in the summer of 2005 the palm beach police department referred the Epstein case to you." Second, "that the case is being overseen by [REDACTED], and above him, R. Alexander Acosta." Third, "that Mr. Acosta has made child pornography a focus are [sic] for your office." Fourth, "that this summer your office gave Mr. Epstein an ultimatum: plead guilty to a charge that would require him to register as a sex offender, or the government would release a 52 page indictment, charging him with crimes that could include procuring sex for a third party or engaging in sexual tourism. Both of these charges carry jail sentences of as much as 15 years." Fifth, "that your office told Mr. Epstein and his lawyers: we are ready to pull the trigger." Sixth, "I also wanted to ask Mr. Sloman about his role in a case involving Jonathan Zirulnikoff and his daughter earlier this year."

At the outset, Weinstein said that he could not comment on any specific pending matters and that he would do his best to answer some of his questions. Thomas said that his questions were based, in part, upon conversations that he had already had with members of Mr. Epstein's defense team, prior published reports of a pending State case against Mr. Epstein and public information available through the State Court system.

Weinstein refused to answer the first question. As to the second question, Weinstein told him that any matter arising out of conduct in Palm Beach County, was prosecuted by our West Palm Beach branch office. He also told him that as First Assistant, the FAUSA had supervisory authority over all AUSAs throughout the District. In turn, the FAUSA answered directly to the U.S. Attorney.

In response to the third question, Weinstein discussed the difference between child exploitation and child pornography. Weinstein said that federal crimes involving child exploitation were one of several focus points of our Office. He further explained that in addition to traditional federal areas of prosecution the other focus points included health care fraud and gang prosecutions.

Weinstein refused to answer the fourth and fifth topics but did discuss the general nature of pre-trial proceedings in federal court. He said that the SDFL does not offer ultimatums, nor are we in the business of issuing ultimatums. He explained that in cases where a party wants to plead guilty prior to indictment, we will discuss the parameters of guilty pleas and that people always have the right to proceed to trial if they choose to do so and that we do not favor one resolution over the other. Weinstein told Mr. Thomas that he would not discuss his specific question about Mr. Epstein's lawyer's statement that someone from our Office told them that "we are ready to pull the trigger."

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<sup>13</sup>After reviewing his e-mail, AUSA Weinstein discussed the matter with U.S. Attorney Acosta. Pursuant to USAM 1-7.530 and the Media Relations Guide, Section III D2, after consultation with and prior approval from the US Attorney, he called Mr. Thomas on the morning of January 2nd.

Nor would he discuss anything about who might or might not be representing Mr. Epstein. Weinstein told Mr. Thomas that he should not allow himself to be spun one way or the other in response to statements Mr. Thomas said he had received from attorneys who said that they represented Mr. Epstein. Weinstein ended the conversation by telling Mr. Thomas that he would check further into his sixth and final topic and get back to him later in the day.

B. *Afternoon of January 2, 2008.*

Weinstein informed Mr. Thomas that in regard to his sixth topic, the SDFL had no reason to question FAUSA Sloman's judgment or integrity. He also said that this particular subject matter was a private matter that FAUSA Sloman did not want to discuss with him.<sup>14</sup> Mr. Thomas told him that if he had any further questions, he would call back.

C. *Afternoon of January 3, 2008.*

This call was in response to a voice mail message that Mr. Thomas had left regarding legal issues involving specific state and federal statutes. Specifically, Mr. Thomas had some questions about the burden of proof and strict liability in some state and federal statutes that governed illegal sexual activity. Again, Weinstein told him that he would not discuss any specific cases, but that he would assist him in understanding the statutes about which he had some questions. Weinstein explained that some statutes contained defenses that must be proven by a defendant, while there were other statutes that did not require a defendant to affirmatively prove a defense. The discussion centered around Title 18, United States Code, § 2423(g). Once again, Mr. Thomas told Weinstein that if he had any further questions, he would call back.

D. *Afternoon of January 4, 2008.*

This was another call in response to a voice mail message that Mr. Thomas had left regarding some additional questions. Weinstein prefaced the conversation by saying that he would not discuss any specific cases. The conversation centered around three specific statutes, 18 United States Code, § 2422(b), 18 United States Code, § 1591, and 18 United States Code, § 2423(b) as well as the

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<sup>14</sup> The case involving "Jonathan Zirulnikoff" involved a March 7, 2007 early morning attempted break-in of my/Sloman's house. Zirulnikoff, age 19 at the time, confessed and said that he wanted to "talk" to my daughter who was then 16. He also confessed to a prior unrelated break in which Zirulnikoff caressed the inner thigh of a 15 year old female. Zirulnikoff who had graduated from my daughter's high school in June 2006, dated my daughter's friend and had little if any contact with my daughter for over one year. Zirulnikoff negotiated a plea deal, over my objection, with the Miami-Dade State Attorney's Office to a misdemeanor trespass. That conviction resulted in a sentence of two years probation and a withhold of adjudication upon successful completion of his probationary period. Since this information was completely irrelevant to the facts and issues in the instant Epstein matter, I refused to allow Mr. Weinstein to comment about this matter to Mr. Thomas. Furthermore, none of this information had been publicized and, upon information and belief, only one member of Epstein's legal team knew anything about this matter, my former colleague, [REDACTED].

burden of proof and the applicability of affirmative defenses. They discussed the difference between an attempt and a substantive charge pursuant to § 2422(b) and how that affected the government's burden of proof *vis-a-vis* the age of a child. They also discussed the fact that a charge pursuant to § 1591 required the government to prove that the defendant had actual knowledge of the age of the victim. Finally, they discussed the fact that if the government was charging a defendant with traveling to engage in prostitution, pursuant to § 2423(b), there was an affirmative defense available to the defendant regarding the reasonable belief of the defendant about the age of the victim.

E. *Afternoon of January 7, 2008.*

This final call was made after the U.S. Attorney and FAUSA Sloman had received a call from a member of Mr. Epstein's defense team alleging that the SDFL had provided case specific information to the media. Weinstein called Mr. Thomas who acknowledged that both before and after each of the above-mentioned conversations, he had also called attorneys who were representing Mr. Epstein on his pending State charges. Mr. Thomas also acknowledged that all of our prior conversations had been about general legal issues and that Weinstein never spoke about any specific case. Since the January 7, 2008 conversation, Weinstein has not had any further contact with Mr. Thomas.

2. *Herman Sloman & Mermelstein (May 5, 2001 - October 1, 2001).*

Seven years ago, I resigned from the SDFL for private practice. Less than five months later, I resigned from the law firm and returned to the SDFL. Public records reflect the following: on May 8, 2001, articles of amendment were filed with the Florida Division of Corporations to reflect that the firm name of "Herman & Mermelstein" was changed to "Herman Sloman & Mermelstein" on May 7, 2001. I joined the firm at that time and remained a non-equity partner until on or about October 1, 2001. At that time, I resigned from the firm and returned to the SDFL. Since I never had an equity interest in the firm, I never retained an interest in the firm. That was over six and one half years ago.

Unbeknownst to FAUSA Sloman, on July 2, 2002, articles of amendment were filed with the Florida Division of Corporations to reflect that the firm name of "Herman Sloman & Mermelstein" was changed back to "Herman & Mermelstein." The article of amendment indicates the amendment was adopted on July 1, 2002, without shareholder action. Although the filing was not immediate upon my departure from the law firm, it pre-dated for years any dealings with the subject case now under consideration by the SDFL. Recently, I learned that there is a reference to the law firm of "Herman *Sluman* & Mermelstein" on the Florida Bar website, under a section called "Find A Lawyer." This reference appears when Stuart Mermelstein's name and information is accessed. To reiterate, since October 2001, I have had no relationship with that law firm, financial or otherwise, and no input or control over the firm's filings with the Florida Division of Corporations and/or the Florida Bar.

On Friday, January 18, 2008, at approximately 1:15 pm, I received a call from Jeffrey Herman of Herman & Mermelstein. Herman said that he was planning to file a civil lawsuit the next

week against Jeffrey Epstein. He said that his clients were frustrated with the lack of progress of the state's investigation and wanted to know whether the SDFL could file criminal charges even though the state was looking into the matter. I told Herman that I would not answer any question related to Epstein – hypothetical or otherwise. I asked him how his clients retained him and he said that it was through another lawyer. I then specifically asked him whether the referral was the result of anyone in law enforcement contacting him and/or the other lawyer. He said “no.” At the conclusion of the conversation, I reiterated and confirmed with him that I had refused to answer any questions he asked of me. I immediately documented this conversation and informed the U.S. Attorney who informed Senior Litigation Counsel and Ethics Advisor Dexter Lee. AUSA Lee opined that he did not see a conflict. As soon as I became aware of these allegations, I reported myself to the Office of Professional Regulation on or about April 21, 2008.

3. *The Alleged Unprecedented Extension of Federal Law and the Allegations of Political Motivation for the Prosecution.*

It is my hope that this letter has sufficiently explained how thoroughly this matter has been reviewed, how seriously the issues have been considered, and how additional delays may adversely affect the case going forward and, more importantly, the victims. I have attached the proposed draft indictment for you to consider the nature and gravity of the crimes. See Tab G. You are invited to evaluate whether I, along with U.S. Attorney Acosta, Criminal Division Chiefs Menchel and, later Robert Senior, Deputy Criminal Division Chiefs [REDACTED], followed by Rolando Garcia, and AUSA Villafañá have somehow steered this investigation toward “an unprecedented extension of federal law” despite being simultaneously and/or subsequently reviewed by CEOS, DAAG Mandelker, and AAG Fisher. I also hope that the reputations of the above-mentioned professional prosecutors combined with the documented layers of methodical and thorough review of all issues raised by Epstein are enough to summarily dismiss the idea that this matter is politically motivated. It seems incomprehensible how Messrs. Starr and Whitley could expect *further* review when the due process rights of their client have been considered and reconsidered to the point of absurdity.

With respect to the other allegations of misconduct leveled against investigators and prosecutors, similarly false allegations were made against the local police detective who first investigated the case. Those false allegations apparently were accepted as true and were not investigated or challenged by the State Attorney's Office and, when coupled with the immense pressure brought to bear upon the State Attorney by some of these same lawyers who represent Epstein today, resulted in a single felony charge related to only two of the more than 20 victims identified in the state investigation. Contrary to the claims of Epstein's attorneys, the SDFL is *not* trying to prosecute Epstein more harshly because of his political friends or his financial status; rather, the SDFL is attempting to follow Department policy by treating Epstein like all other criminal defendants – charging him with the most serious readily provable offenses. The SDFL has even continued to allow Epstein the opportunity to perform his obligations under the Non-Prosecution Agreement despite his numerous breaches of and attacks on the terms to which he already agreed.

Without attempting to address each and every allegation, I would like to highlight some of the misstatements contained in counsels' letter, to provide some sense of counsels' conduct

throughout this case, particularly after their attempts at legal persuasion failed. Throughout the case, counsel have misrepresented the facts of the case to our Office, CEOS, and the press. For example, Epstein's counsel reference to this case as "precedent-shattering," suggests that all of the victims were at least 16 years old, and that the conduct "was purely local in nature." The SDFL has prosecuted several "sex tourism" cases where the "john" communicated via telephone with an undercover "pimp" in the SDFL to meet minor females to engage in prostitution. All were charged and convicted of violating 18 U.S.C. § 1591. The SDFL has charged and convicted a 21-year-old man of violating 18 U.S.C. § 2423 when he traveled to Florida to meet his 14-year-old girlfriend and later digitally penetrated her. The SDFL has prosecuted numerous violations of 18 U.S.C. § 2422 where the "facility of interstate commerce" – generally the internet and telephones – are used by a defendant and an undercover pretending to be the parent of a minor, to arrange for a meeting that the defendant hopes will result in sexual activity. There is nothing extraordinary about Epstein's case except the large number of victims involved.

Epstein's counsel neglected to inform you that the age range of the victims includes girls as young as 14, and glosses over the fact that Epstein did not simply engage in "solo self-pleasuring" in front of the victims. Instead, with each visit, he pressured the victims to allow him to engage in more and more sexual activity – fondling breasts and vaginas, digital penetration, use of a vibrator on their vaginas, performing oral sex on them, having them perform oral sex on his adult girlfriend, and engaging in sexual intercourse. Counsel also neglected to inform you that many girls did affirmatively tell Epstein their true ages and he told several that he "did not care about age."

Epstein's conduct was not "purely local." He and his assistants called and sent text messages to victims in Palm Beach County from other states to arrange "appointments" for his upcoming visits to Palm Beach. And, while in Palm Beach, Epstein and his assistants called victims in New York to arrange "appointments" for his return to New York. Epstein wired money to some victims and sent gifts through the mails. This case falls squarely within federal jurisdiction.

Epstein also falsely claims that certain facts related to the resolution of the case were hidden and later discovered by his lawyers. For example, they complain about the proposed use of a guardian ad litem, stating that "Mr. Epstein's counsel later established that all but one of these individuals were adults, not minors." It was AUSA Villafañá who told Epstein's counsel that all of the victims but one had already reached the age of majority, which was one reason why the guardian ad litem procedure proposed by Epstein's counsel would not work. Likewise, AUSA Villafañá disclosed to Epstein's counsel that one of the five attorney-representatives that she recommended for consideration by Epstein's counsel was a "good friend" of a "good friend." Despite the disclosure of this relationship, Epstein's counsel selected that person, before the SDFL, on its own, decided to use an independent Special Master to make the selection.

Epstein's counsel states that the "USAO eventually asserted that it could not vouch for the veracity of any of the claims that these women might make," but neglects to disclose that the SDFL made that statement *at Epstein's request* to avoid the suggestion that the SDFL was involving itself in the outcome of civil litigation.

Epstein's counsel have repeatedly attacked the SDFL and the FBI for classifying the victims as "victims." As you know, all Justice Department employees have the obligation to identify victims and to notify them of their rights. "Victims" are defined by law, not by self-selection. The girls whom have been identified by the FBI and the SDFL fall within the legal definition – they were all minors who engaged in illicit sexual activity with Jeffrey Epstein, at his request, in exchange for money. From interviewing them, the FBI Special Agents, the FBI Victim-Witness Coordinator, and AUSA [REDACTED] all feel confident that they suffered harm, in a multitude of ways, by their interaction with Epstein.

Finally, in contrast to Epstein's counsel allegation that my June 2, 2008 deadline was "arbitrary, unfair, and unprecedented," please consider that Mr. Lefkowitz has known since February that in the event that CEOS disagreed with his position, Epstein would be given one-week to comply with the Non-Prosecution Agreement. Subsequent to the receipt of CEOS Section Chief Oosterbahn's May 15, 2008 letter, I notified Mr. Lefkowitz that Epstein would have a full two-weeks to comply with the Non-Prosecution Agreement as modified by the December 19<sup>th</sup> letter to Ms. Sanchez. We believe it is finally time to shift the focus from Epstein's due process rights to treating him like all other similarly situated criminal defendants and perhaps, most importantly, to consider the rights of his victims. Continued delays adversely effect the case and the victims in the following ways:

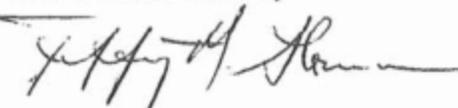
- (1) at the time of the offenses, the victims ranged in age from 14 to 17 years old. The change in physical appearance of many of the victims since then has been dramatic. Epstein has been claiming that he did not know they were minors. Obviously, the older they look when the case is at issue, the harder it will be to overcome that defense;
- (2) it allows Epstein's lawyers to conduct depositions of the victims in the pending state criminal case and allows his private investigators to further harass and intimidate the victims;
- (3) more victims will seek the services of civil lawyers to file lawsuits thus allowing Epstein to make more powerful arguments demeaning the credibility of the victims;
- (4) the prosecutors and agents may retire, transfer and/or leave the Department for other opportunities thus affecting the potential outcome and prosecutorial resources. Additionally, several of the victims have relocated thus increasing the likelihood that crucial witnesses will be lost;
- (5) the SDFL has afforded more consideration to Epstein's arguments than any other defendant in my years of being the FAUSA and, before that, the Chief of the Criminal Division (January 1, 2004 to the present). I believe that we have been disproportionately fair to Epstein at the expense of other matters; and
- (6) prolonged delay may adversely affect the statute of limitations for some of the victims.

On behalf of the SDFL and the victims in this case, please expedite the review and decision of the issues under consideration.

Sincerely,

R. Alexander Acosta  
United States Attorney

By:



Jeffrey H. Sloman  
First Assistant United States Attorney

Encls.

cc:

██████████, Chief  
Criminal Division  
A. ██████████  
Assistant U.S. Attorney  
██████████  
Assistant U.S. Attorney

## CONFIDENTIAL PLEA NEGOTIATIONS

### TERMS OF EPSTEIN NON-PROSECUTION AGREEMENT

- Epstein pleads guilty (not nolo contendere) to an Information filed by the Palm Beach County State Attorney's Office charging him with:
  - (a) lewd and lascivious battery on a child, in violation of Fl. Stat. 800.04(4);
  - (b) solicitation of minors to engage in prostitution, in violation of Fl. Stat. 796.03; and
  - (c) engaging in sexual activity with minors at least sixteen years of age, in violation of Fl. Stat. 794.05.
  
- Epstein and the State Attorney's Office make a joint, binding recommendation that Epstein serve at least two years in prison, without any opportunity for withholding adjudication or sentencing; and without probation or community control in lieu of imprisonment.
  
- Epstein agrees to waive all challenges to the information filed by the State and the right to appeal.
  
- 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 the subject matter. 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.
  
- After Epstein enters his state court plea and is sentenced, the FBI and the U.S. Attorney's Office will close their investigations.

**FOWLERWHITE**  
ATTORNEYS AT LAW  
**BURNETT**

MIAMI • FORT LAUDERDALE • WEST PALM BEACH • ST. PETERSBURG

ESPIRITO SANTO PLAZA  
FOURTEENTH FLOOR  
1395 BRICKELL AVENUE  
MIAMI, FLORIDA 33131  
TELEPHONE (305) 789-9200  
FACSIMILE (305) 789-9201

WWW.FOWLER-WHITE.COM

DIRECT PHONE NO.: (305) 789-9279  
DIRECT FACSIMILE NO.: (305) 728-7579

August 2, 2007

Mr. [REDACTED]  
Chief, Criminal Division  
United States Attorney's Office  
Southern District of Florida  
99 NE 4 Street  
Miami, Florida 33132

Re: Jeffrey Epstein

Dear Matt:

As we discussed at Tuesday's meeting, and consistent with our view that no federal prosecution should lie in this matter, Mr. Epstein is prepared to resolve this matter via a state forum. We are in receipt of your memo regarding same and as the dynamics of the meeting did not allow for us to fully detail our proposal, we do so now. We believe that our respective positions are not very far apart and that a mutually agreeable resolution can be reached that will accomplish the interests of the United States Attorney's Office as well as those of the community.

We welcomed your recognition that a state prison sentence is neither appropriate for, nor acceptable to, Mr. Epstein, as the dangers of the state prison system pose risks that are clearly untenable. We acknowledge that your suggestion of a plea to two federal misdemeanors was an attempt to resolve this dilemma. Our proposal is significantly punitive, and if implemented, would, we believe, leave little doubt that the federal interest was demonstrably vindicated.

The Florida state judicial system, unlike the federal system, provides for numerous types of onerous sanctions after a defendant is remanded to the custody of the state. The sentence is tailored to the needs of the local community and the risk posed by a specific defendant. After a great deal of thought, our proposal consists of both a severe supervised custody, with an assurance that any violation would result in the immediate implementation of the two year period of incarceration. We must keep in mind that Jeffrey Epstein is a 54-year old man who has never been arrested before. He has lived an otherwise exemplary life, characterized by both many charitable contributions and philanthropic acts. His reputation has suffered significantly as a result of his poor judgment in these matters. He is well aware of the ramifications of his past behavior and, accordingly, there is no concern, whatsoever, that he will re-offend.

FOWLER WHITE BURNETT P.A.

Case No. 08-80736-CV-MARRA

P-013391

EFTA00230296

The following proposal is offered as an assurance to the community that the goals of appropriate punishment and rehabilitation are attained.

We will agree to a sentence of two years in state prison pursuant to Florida Statute 948.012(2) which permits a split sentence whereby Mr. Epstein will be sentenced to a term of supervised custody, followed by a period of incarceration. Supervised custody in the state system includes potential daily surveillance, administered by officers with restricted case loads. Supervised custody is an individualized program in which the freedom of Mr. Epstein is limited to the confines of his residence with specific sanctions imposed and enforced. *See Florida Statute 948.001(2)*. Should Mr. Epstein successfully complete the terms and conditions of his custody, the Judge will eliminate the incarcerative portion of the sentence. If Mr. Epstein, however, fails to comply with the conditions of his supervised custody. The period of incarceration will be immediately implemented.

We, therefore, propose the following:

Two years supervised custody with the following mandatory and special conditions:

- o Confinement to home
- o Report to a community control officer at least once a week or more often as directed by the officer
- o Permit a community control officer to visit him unannounced at home at any time, day or night
- o Obtain psychological counseling
- o No unsupervised contact with all the victims in the instant case
- o Perform community service
- o Payment of Restitution
- o Application of 18 U.S.C. § 2255<sup>1</sup>
- o Payment of a contribution of a defined amount to a charitable organization benefitting victims of sexual assault
- o Payment of Court and probationary costs
- o Payment of law enforcement investigative costs
- o Submit to random drug testing
- o Refrain from associating with persons engaged in criminal activities
- o Refrain from committing any new law offenses
- o Any other specific conditions that the Office may deem necessary

Two additional years of reporting probation:

<sup>1</sup> 18 U.S.C. 2255 provides that any minor who suffers injury as a result of the commission of certain offenses shall recover actual damages and the cost of any suit. It is important to note that Mr. Epstein is prepared to fully fund the identified group of victims which are the focus of the Office – that is, the 12 individuals noted at the meeting on July 31, 2007. This would allow the victims to be able to promptly put this behind them and go forward with their lives. If given the opportunity to opine as to the appropriateness of Mr. Epstein's proposal, in my extensive experience in these types of cases, the victims prefer a quick resolution with compensation for damages and will always support any disposition that eliminates the need for trial.

- o Mandatory conditions as provided in Florida Statute § 948.03
- o Special conditions as stated above

If the terms of supervised custody and probation are successfully completed, then the two years of state prison is eliminated.

This proposal provides for the two year imposition of the state prison sentence if any violation of the supervised custody or probation occurs. Accordingly, the Office's position that Mr. Epstein agree to a resolution that includes jail time is satisfied by this proposal. It would immediately bring closure to a matter that has been pending for over two years, allows Mr. Epstein to commence with his sentence, and, most significantly, allow the victims to move forward with their lives. We are in process of scheduling a meeting with R. Alexander Acosta, United States Attorney, to further discuss this matter.

Sincerely,


cc. R. Alexander Acosta  
Gerald Lefcourt  
Roy Black

# NEW YORK POST

## EPSTEIN EYES SEX-RAP RELIEF

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October 9, 2007 -- LAWYERS for Jeffrey Epstein - the billionaire Manhattan investment manager who's agreed to plead guilty to soliciting underage prostitutes at his Palm Beach mansion in exchange for just 18 months in the slammer - are mulling asking federal prosecutors to drop their demand that he register as a sex offender. In a letter drafted, but not sent, to U.S. Attorney Alexander Costa and obtained by Page Six, Epstein's lawyer, Gerald Lefcourt, writes, "Doing so will have a profound impact [on Epstein] both immediately and forever after. Not only will he be restricted to a wholly inappropriate penal facility, but he will be required for the rest of his life to account for his whereabouts." Epstein, a former business partner of Daily News owner Mort Zuckerman, pleaded guilty to a state charge in exchange for the feds' dropping their probe into possible federal criminal violations. Lefcourt argues that only the feds have demanded that Epstein register, "despite the fact that the state was of the view that Mr. Epstein's conduct did not warrant registration." A rep for Epstein had no comment.

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**IN RE:  
INVESTIGATION OF  
JEFFREY EPSTEIN**

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**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] 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.

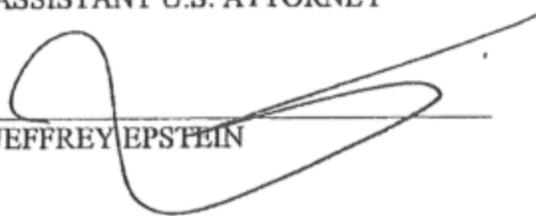
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

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

By: \_\_\_\_\_

A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

Dated: 8/24/07

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

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

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

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

\_\_\_\_\_  
[REDACTED] 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

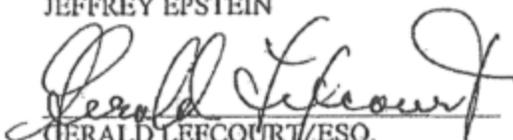
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

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

JEFFREY EPSTEIN

Dated: 9/24/07

  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

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

[REDACTED], 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. [REDACTED]  
ASSISTANT U.S. ATTORNEY

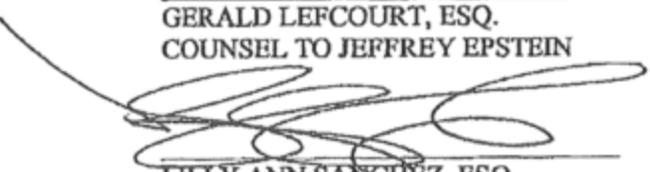
Dated: \_\_\_\_\_

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

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

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

Dated: 9-24-07

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

IN RE:

INVESTIGATION OF

JEFFREY EPSTEIN

\_\_\_\_\_/

ADDENDUM TO THE NON-PROSECUTION AGREEMENT

IT APPEARING that the parties seek to clarify certain provisions of page 4, paragraph 7 of the Non-Prosecution Agreement (hereinafter "paragraph 7"), that agreement is modified as follows:

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good faith approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.
- 7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph C, *infra*.
- 7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. s 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in s 2255 to bear the costs of the attorney representative, shall cease.

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

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 10/30/07

By: Jeffrey A. Stoman FAUSA  
A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

Dated: 10/29/07

[Signature]  
JEFFREY EPSTEIN

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

GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

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

[REDACTED] ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 11/30/07

By: Jeffrey M. Roman FAUSA  
by A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

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

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

Dated: 10/29/07

Gerald Lefcourt  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

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

\_\_\_\_\_, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 10/30/07

By:

  
FAUSA  
A.   
ASSISTANT U.S. ATTORNEY

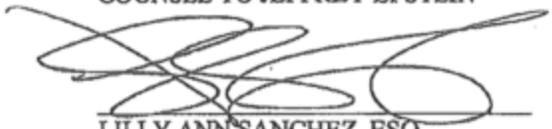
Dated: \_\_\_\_\_

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

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

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

Dated: 10-29-07

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



U.S. Department of Justice

United States Attorney  
Southern District of Florida

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

99 N.E. 4 Street  
Miami, FL 33132  
(305) 961-9100 - Telephone  
(305) 530-6444 - Facsimile

December 19, 2007

DELIVERY BY FACSIMILE

[REDACTED]  
Fowler White Burnett, PA  
1395 Brickell Ave, 14<sup>th</sup> Floor  
Miami, FL 33131

Re: Jeffrey Epstein

Dear Ms. Sanchez:

I write to follow up on the December 14<sup>th</sup> meeting between defense counsel and the Epstein prosecutors, as well as our First Assistant, the Miami FBI Special Agent in Charge and myself.<sup>1</sup> I write to you because I am not certain who among the defense team is the appropriate recipient of this letter. I address issues raised by several members of the defense team, and would thus ask that you please provide a copy of this letter to all appropriate defense team members.

First, I would like to address the Section 2255 issue.<sup>2</sup> As I stated in my December 4<sup>th</sup> letter, my understanding is that the Non-Prosecution Agreement entered into between this Office and Mr. Epstein responds to Mr. Epstein's desire to reach a global resolution of his state and federal criminal liability. Under this Agreement, this District has agreed to defer prosecution for enumerated sections

<sup>1</sup> Over the past two weeks, we have received several hundred pages of arguments and exhibits from defense counsel. This is not the forum to respond to the several items raised, and our silence should not be interpreted as agreement; I would, however, like to address one issue. Your December 11<sup>th</sup> letter states that as a result of defense counsel objections to the appointment process, the USAO proposed an addendum to the Agreement to provide for the use of an independent third party selector. As I recall this matter, before I had any knowledge of defense counsel objections, I *sua sponte* proposed the Addendum to Mr. Lefkowitz at an October meeting in Palm Beach. I did this in an attempt to avoid what I foresaw would likely be a litigious selection process. It was only after I proposed this change that Mr. Lefkowitz raised with me his enumerated concerns.

<sup>2</sup> Section 2255 provides that: "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . may sue in any appropriate United States District Court and shall recover the actual damages such person sustains and the cost of the suit, including a reasonable attorney's fee."

of Title 18 in favor of prosecution by the State of Florida, provided that the Mr. Epstein satisfies three general federal interests: (1) that Mr. Epstein plead guilty to a "registerable" state offense; (2) that this state plea include a binding recommendation for a sufficient term of imprisonment; and (3) that the Agreement not harm the interests of his victims.

With this in mind, I have considered defense counsel arguments regarding the Section 2255 portions of the Agreement. As I previously observed, our intent has been to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less. From our meeting, it appears that the defense agrees that this was the intent. During the course of negotiations that intent was reduced to writing in Paragraphs 7 and 8, which as I wrote previously, appear far from simple to understand. I would thus propose that we solve our disagreements over interpretations by saying precisely what we mean, in a simple fashion. I would replace Paragraphs 7 and 8 with the following language:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

Second, I would like to address the issue of victim's rights pursuant to Section 3771. I understand that the defense objects to the victims being given notice of time and place of Mr. Epstein's state court sentencing hearing. I have reviewed the proposed victim notification letter and the statute. I would note that the United States provided the draft letter to defense as a courtesy. In addition, First Assistant United States Attorney Sloman already incorporated in the letter several edits that had been requested by defense counsel. I agree that Section 3771 applies to notice of proceedings and results of investigations of federal crimes as opposed to the state crime. We intend to provide victims with notice of the federal resolution, as required by law. We will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes.

Third, I would like to address the issue raised regarding Florida Statute Section 796.03. At our meeting, Professor Dershowitz took the position that Mr. Epstein believes that his conduct does not satisfy the elements of this offense. His assertion raises for me substantial concerns. This Office will not, and cannot, be a party to an agreement in which Mr. Epstein pleads guilty to an offense that he believes he did not commit. We are considering how best to proceed.

Finally, I would like to address a more general point. Our Agreement was first signed on September 24<sup>th</sup>, 2007. Pursuant to paragraph 11, Mr. Epstein was to use his best efforts to enter his guilty plea and be sentenced no later than October 26, 2007. As outlined in correspondence between our prosecutors and defense counsel, this deadline came and went. Our prosecutors reiterated to defense counsel several times their concerns regarding delays, and in fact, asked me several weeks ago to declare the Agreement in breach because of those delays. I resisted that invitation. I share this fact because it is background to my frustration with what appears to be an 11<sup>th</sup> hour appeal, weeks before the now scheduled January 4<sup>th</sup> plea date.

This said, the issues raised are important and must be fully vetted irrespective of timeliness concerns. We hope to preserve the January 4<sup>th</sup> date. I understand that defense counsel shares our desire not to move that appearance and will work with our office to expedite this process over the next several days. With this in mind, and in the event that defense counsel may wish to seek review of our determinations in Washington D.C., I spoke this past Monday with the Assistant Attorney General Fisher, to inform her of a possible appeal, to ask her to grant the potential request for review, and to in fact review this case in an expedited manner to attempt to preserve the January 4<sup>th</sup> plea date.

I want to again reiterate that it is not the intention of this Office ever to force the hand of a defendant to enter into an agreement against his wishes. Your client has the right to proceed to trial, and he should do so if he believes that he did not commit the elements of the charged offense.

I will respond to the pending issues shortly. In the interim, I would ask that you communicate your position with respect to the sections 2255 and 3371 issues as quickly as possible.

Sincerely,



R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

cc: Alice Fisher, Assistant Attorney General  
[REDACTED] First Assistant U.S. Attorney  
AUSA A. [REDACTED]

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No: \_\_\_\_\_

18 U.S.C. § 371  
18 U.S.C. § 1591(a)(1)  
18 U.S.C. § 1591(a)(2)  
18 U.S.C. § 2422(b)  
18 U.S.C. § 2423(e)  
18 U.S.C. § 2423(d)  
18 U.S.C. § 2423(b)

UNITED STATES OF AMERICA

vs.

JEFFREY EPSTEIN,

[REDACTED],  
a/k/a "[REDACTED]"  
and [REDACTED]

Defendants.

INDICTMENT

The Grand Jury charges that:

BACKGROUND

At all times relevant to this Indictment:

1. Defendant JEFFREY EPSTEIN employed defendants [REDACTED],  
[REDACTED], a/k/a "[REDACTED]" and [REDACTED] to perform,  
among other things, services as personal assistants.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No: \_\_\_\_\_

18 U.S.C. § 371  
18 U.S.C. § 1591(a)(1)  
18 U.S.C. § 1591(a)(2)  
18 U.S.C. § 2422(b)  
18 U.S.C. § 2423(e)  
18 U.S.C. § 2423(d)  
18 U.S.C. § 2423(b)

UNITED STATES OF AMERICA

vs.

JEFFREY EPSTEIN,

[REDACTED] a/k/a "[REDACTED]"  
and [REDACTED],

Defendants.

INDICTMENT

The Grand Jury charges that:

BACKGROUND

At all times relevant to this Indictment:

1. Defendant JEFFREY EPSTEIN employed defendants [REDACTED]  
[REDACTED] a/k/a "[REDACTED]" and [REDACTED] to perform,  
among other things, services as personal assistants.



**U.S. Department of Justice**

*United States Attorney  
Southern District of Florida*

*First Assistant U.S. Attorney*

*99 N.E. 4th Street  
Miami, FL 33132  
(305) 961-9100*

**DELIVERY BY FEDERAL EXPRESS**

June 3, 2008

Honorable Mark Filip  
Office of the Deputy Attorney General  
United States Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Re: Jeffrey Epstein

Dear Judge Filip,

Jeffrey Epstein was a part-time resident of Palm Beach County, Florida.<sup>1</sup> In 2006, the Federal Bureau of Investigation began investigating allegations that, over a two-year period, Epstein paid approximately 28 minor females from Royal Palm Beach High School to come to his house for sexual favors.<sup>2</sup> In July 2006, the matter was presented to AUSA A. [REDACTED] of our West Palm Beach branch office to pursue a formal criminal investigation. That investigation resulted in the discovery of approximately one dozen additional minor victims. Over the last several months, approximately six more minor victims have been identified.

AUSA [REDACTED] has been ready to present an indictment to a West Palm Beach federal grand jury since May 2007. The prosecution memorandum and proposed indictment have been extensively reviewed and re-reviewed by Southern District of Florida (SDFL) Deputy Chief of the Criminal

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<sup>1</sup> Epstein has not resided in Palm Beach since he learned of the instant investigation.

<sup>2</sup> Epstein's sexual conduct with the victims included: instructing them to massage and pinch his nipples, masturbating in their presence, digitally penetrating them, using a vibrator on their vaginas, engaging in oral sex with them, having the victims perform oral sex on Epstein's adult girlfriend, and engaging in sexual intercourse, all in exchange for money, ranging from \$200 to \$1,000 per session.

**Confidential and Privileged – Attorney Work Product**

Case No. 08-80736-CV-MARRA

P-013413

EFTA00230318

Division ██████████ ██████████, Chief of the Criminal Division Matthew Menchel<sup>3</sup>, First Assistant United States Attorney Jeffrey H. Sloman<sup>4</sup>, United States Attorney R. Alexander Acosta as well as various members of the Child Exploitation and Obscenity Section (CEOS) at the Department of Justice including, but not limited to its Chief, ██████████ ██████████. Many of these legal and factual issues have been discussed and approved by Deputy Assistant Attorney General for the Criminal Division (DAAG) Sigal Mandelker and the Assistant Attorney General for the Criminal Division (AAG) Alice S. Fisher, as well as the Criminal Division's Appellate Section and the Office of Enforcement Operations regarding the petit policy.

By May 2007, AUSA ██████████ began seeking approval from her supervisors to indict Epstein. Her immediate supervisor was ██████████ ██████████. Mr. ██████████ had served as the Chief of the Public Integrity Section at DOJ as well as in several supervisory positions in the SDFL. By mid-2006, he had returned to his position as the Deputy Chief of the Criminal Division in West Palm Beach (head of the West Palm Beach branch office), after serving as the interim Chief of the Public Integrity Section at DOJ at the request of AAG Fisher. By October 2007, Mr. ██████████ would leave the SDFL to become AAG Fisher's Chief of Staff.<sup>5</sup> Above Mr. ██████████ in the SDFL's chain of command were ██████████ ██████████, Criminal Division Chief, First Assistant USA Sloman and finally, U.S. Attorney Acosta.

Prior to seeking approval to return an indictment, Epstein's legal team had been actively working to convince this Office that such action was not warranted. For example, at the end of 2006, former SDFL U.S. Attorney and EOUSA Executive Director Guy Lewis contacted former colleagues AUSA ██████████ and, later Deputy Criminal Chief ██████████, when he learned that they were handling or involved in supervising the federal investigation of Epstein. In December, former SDFL AUSA ██████████ and Gerald Lefcourt also contacted AUSA Villafañá to set a meeting. In advance of that meeting, AUSA ██████████ requested documents but that request was refused. Ms. Sanchez then contacted AUSA ██████████, who agreed to meet with Ms. Sanchez and Mr. Lefcourt. On February 1, 2007, Ms. Sanchez and Mr. Lefcourt met with AUSAs ██████████ and ██████████, as well as a member of the FBI, and presented defense counsel's view of the case and promised a willingness to assist in the investigation. The SDFL was unpersuaded by their presentation and the investigation continued.

By the late Spring and early Summer, the focus of the investigation shifted from investigating the facts of the victims' claims to Epstein's background, his asserted defenses, co-conspirators, and possible witnesses who could corroborate the victims' statements. The investigation also began to look into financial aspects of the case, requiring the issuance of several subpoenas. At the time, Mr. Lefcourt began leveling accusations of improprieties with the investigation and sought a meeting

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<sup>3</sup>Mr. Menchel resigned for private practice on August 3, 2007 and was replaced by Robert Senior.

<sup>4</sup>Although I, Jeffrey H. Sloman, am writing this letter, I will continue to refer to myself as "First Assistant USA Sloman" or "FAUSA Sloman" to help reduce any confusion.

<sup>5</sup>Rolando Garcia replaced Mr. ██████████ as the Deputy Chief of the Criminal Division.

with Criminal Division Chief [REDACTED]. By that time, the proposed initial indictment package had been reviewed and approved by Mr. [REDACTED] in West Palm Beach and by attorneys with CEOS; however, it awaited review by Mr. Menchel and FAUSA Sloman. The SDFL deferred presenting the indictment to the grand jury to accommodate the Epstein legal team's request for a meeting. We also agreed to wait several weeks for that meeting to occur to allow four of Epstein's attorneys to be present and also provided counsel with a list of the statutes that were the subject of the investigation.

On June 26, 2007, Mr. Menchel, Mr. [REDACTED], AUSA [REDACTED], and FAUSA Sloman, and two FBI agents met with Alan Dershowitz, Roy Black, Gerald Lefcourt, and [REDACTED]. During that meeting, Professor Dershowitz and other members of the defense team presented legal and factual arguments against a federal indictment. Counsel for the defense also requested the opportunity to present written arguments, which was granted. The arguments and written materials provided by the defense were examined by the SDFL and rejected.

On July 31, 2007, Mr. Menchel, Mr. [REDACTED], AUSA [REDACTED], and FAUSA Sloman, and two FBI agents met with Roy Black, Gerald Lefcourt, and [REDACTED]. On that date, the SDFL presented a written sheet of terms that would satisfy the SDFL's federal interest in the case and discussed the substance of those terms. *See* Tab A. One of those terms was:

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 the subject matter. Epstein will not contest that the identified victims are persons who, while minors, were victims of violations of Title 18, United States Code, §§ 2422 and/or 2423.

During that meeting, the focus was on Mr. Epstein's unwillingness to spend time in prison, and various suggestions were raised by defense counsel, including the proposal that he could serve a sentence of home confinement or probation. This was repeatedly mentioned by counsel for Epstein as being equivalent to a term of imprisonment in a state or federal prison. Epstein's counsel mentioned their concerns about his safety in prison, and the SDFL offered to explore a plea to a federal charge to allow Epstein to serve his time in a federal facility. Counsel were also presented with a conservative estimate of the sentence that Epstein would face if he were convicted: an advisory guideline range of 188 - 235 months' incarceration with a five-year mandatory minimum prison term, to be followed by lifetime supervised release. Counsel was told that Epstein had two weeks to accept or reject the proposal.

It is critical to note that Ms. Sanchez, one of Epstein's local lawyers, seized upon this method of restitution as a condition of deferring federal prosecution. In referring to the 18 U.S.C. § 2255 method of compensation, Ms. Sanchez stated:

[t]his would allow the victims to be able to promptly put this behind them and go forward with their lives. If given the opportunity to opine as to the appropriateness

of Mr. Epstein's proposal, in my extensive experience in these types of cases, the victims prefer a quick resolution with compensation for damages and will always support any disposition that eliminates the need for trial.

See attached Tab B, August 2, 2007 letter from ██████████ to SDFL Criminal Division Chief Menchel, p.2, fn 1. Ironically, it is Epstein's "national" attorneys who are now representing to the Deputy Attorney General of the United States in their May 19, 2008 letter that:

Perhaps most troubling, the USAO in Miami, as a condition of deferring prosecution, required a commingling of substantive federal criminal law with a proposed civil remedy engineered in a way that appears intended to profit particular lawyers in private practice in South Florida with personal relationships to some of the prosecutors involved.

Not only did Epstein's lawyers like the idea of using 18 U.S.C. § 2255 to compensate the victims but, they also sought to make their non-incarcerative state proposal even more attractive by offering payments to "a charitable organization benefitting victims of sexual assault," "law enforcement investigative costs" and "Court and probationary costs." *Id.* at p. 2.

Epstein's counsel, still dissatisfied with the Office's review of the case, demanded to meet with U.S. Attorney Acosta and to have the opportunity to meet with someone in Washington, D.C. To accommodate Roy Black, the meeting was put off until September 7, 2007, despite the fact that the indictment was ready for presentation to the grand jury. In the interim, AUSA Villafañá and the investigators met with CEOS Chief Oosterbahn, to review, yet again, the evidence and legal theories of prosecution. Chief Oosterbahn strongly supported the proposed indictment and even offered to join the trial team and provide additional support from CEOS.

On September 7, 2007, U.S. Attorney Acosta met with Kirkland & Ellis partners Jay Lefkowitz and former Solicitor General Ken Starr and Ms. Sanchez, along with Chief Oosterbahn and AUSAs Villafañá, John McMillan, and FAUSA Sloman.<sup>6</sup> Messrs. Starr and Lefkowitz presented arguments regarding the sufficiency of the federal interest in the case and other legal and factual issues. We discussed those legal arguments and the unanimous opinion of all of the attorneys present was in favor of prosecution. During that meeting, Mr. Lefkowitz also offered a plea resolution. His offer, in essence, was that Epstein be subjected to home confinement at his Palm Beach home, using private security officers who would serve as his "wardens," if necessary. Mr. Lefkowitz expressed the belief that such a sentence would be particularly appropriate because, as a wealthy white man, he may be the subject of violence or extortion in prison. Finally, Messrs. Starr and Lefkowitz expressed the belief that Epstein's extensive philanthropy should be considered in our prosecution decision. U.S. Attorney Acosta summarily rejected these proposals, and indicated that the 24-month offer presented previously by the SDFL stood.

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<sup>6</sup>Roy Black did not attend.

The issue of the inclusion of a restitution-type remedy for the victims pursuant to 18 U.S.C. § 2255 was specifically raised and discussed at the September 7<sup>th</sup> meeting, and Mr. Starr thanked AUSA Villafaña for bringing it to his attention as a novel approach to allowing the victims to receive essentially federal restitution while allowing a plea to a state charge. After considering everything said and written by Epstein's legal team, and after conferring with Chief Oosterbahn, U.S. Attorney Acosta informed Epstein's counsel that the SDFL still intended to proceed to indictment. Since counsel indicated a desire to appeal the matter to the Attorney General, the Deputy Attorney General, or the Assistant Attorney General for the Criminal Division, U.S. Attorney Acosta agreed to delay the presentation of the indictment for two weeks to allow them to speak with someone in Washington, D.C., if they so chose.

Instead, Mr. Epstein elected to negotiate the Non-Prosecution Agreement, and on September 12, 2007, counsel for the SDFL (AUSAs ██████, Garcia, and ██████) and counsel for Epstein (Messrs. Lefcourt, Lefkowitz, and Goldberger) met with Palm Beach County State Attorney Barry Krisher and Assistant State Attorney Lanna Belohlavek to discuss a plea to an Information in the state court that would satisfy the federal interest in the case. As noted on the term sheet of July 31<sup>st</sup> (Tab A), one of those essential terms was a guilty plea to a charge requiring sex offender registration. During that meeting, the issue of sex offender registration was raised, and Mr. Goldberger told the federal prosecutors that there was no problem, Mr. Epstein would plead guilty to the charge of procurement of minors for prostitution (Fl. Stat. 796.03), which was one of the statutes listed on the original term sheet. Although the SDFL had wanted Epstein to plead guilty to three different offenses, we agreed to this compromise.<sup>7</sup> Of course, the SDFL later learned that, at the time Mr. Goldberger made that statement, he incorrectly believed, based upon a statement from ASA Belohlavek, that Fl. Stat. § 796.03 did *not* require sex offender registration.

The parties then began working first on a plea agreement to a federal charge and, when it was clear that there was no guarantee that Epstein would serve his sentence in a minimum security prison camp, the discussion turned to a Non-Prosecution Agreement. Both the federal plea agreement and the Non-Prosecution Agreement included references to § 2255 because neither the contemplated federal charges nor the proposed state charges encompassed all of the identified victims. If Epstein had been prosecuted under the planned indictment, the identified victims would have been eligible for restitution *and* damages under § 2255. As explained above, one of our interests, which had to be satisfied by the Non-Prosecution Agreement, was providing appropriate compensation to the victims. This provision of the Agreement was heavily negotiated. As Mr. Lefkowitz wrote in his November 29<sup>th</sup> e-mail to FAUSA Sloman, Epstein "offered to provide a restitution fund for the alleged victims in this matter; however, that option was rejected by [our] Office." That option was rejected for several reasons. First, the SDFL does not serve as legal representatives to the victims and has no authority to bind victims, nor could it provide a monetary figure that would represent a "loss" amount for restitution purposes. Second, there would be no legal basis for federal restitution without

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<sup>7</sup> Another significant compromise reached at the meeting was a reduction in the amount of jail time - from 24 months down to 18 months, which would be served at the Palm Beach County Jail rather than a state prison facility.

a conviction for a federal offense. And, third, it was the U.S. Attorney's belief that the SDFL should not be put in the position of administering a restitution fund. Our § 2255 proposal put the victims in the same position that they would have been in if we had proceeded to trial and convicted Epstein of his crimes, with the exception that the victims were provided with counsel. The appointment of counsel was not such a benefit to the victims but, rather, was done, in part, to benefit Epstein by allowing him to try to privately negotiate a group resolution of all claims with one attorney. Epstein and his lawyers agreed with this alternative.

The negotiation of the Agreement was lengthy and difficult. Mr. Lefkowitz and AUSA [REDACTED] went through several drafts of both a federal plea agreement and a Non-Prosecution Agreement. Throughout these negotiations, when a member of the defense team was dissatisfied with the SDFL's position, it was repeatedly appealed throughout the Office. So several members of the defense team spoke with the chain of command regarding the terms of the Agreement, including the § 2255 provisions. At the eleventh hour, when Epstein's legal team realized that Fl. Stat. 796.03 *would* require him to register as a sex offender, they sought to change the most essential term of the agreement - a term that Messrs. Goldberger, Lefkowitz, and Lefcourt had specifically agreed to at the September 12<sup>th</sup> meeting with the State Attorney's Office - asking to allow Epstein to plead to a charge that would not require registration. When this was rejected, several members of the defense team appealed directly to U.S. Attorney Acosta which also failed. When that failed, according to press reports, apparently Mr. Lefcourt "leaked" a letter intended for the U.S. Attorney to the press containing the reasons why he/Lefcourt did not believe Epstein should have to register. *See* October 9, 2007 New York Post article attached at Tab C.

Prior to signing the Non-Prosecution Agreement, Mr. Epstein's defense team included Ken Starr, Jay Lefkowitz, [REDACTED], Alan Dershowitz, Gerald Lefcourt, Roy Black, Guy Lewis, Martin Weinberg, Jack Goldberger, Stephanie Thacker<sup>8</sup>, and the associates at Kirkland & Ellis who conducted research on discrete issues. This impressive legal team reviewed the Agreement and counseled Epstein. Based upon that counsel, Epstein decided that it was in his best interest to execute the Non-Prosecution Agreement which was signed on September 24, 2007 by Mr. Lefcourt, Ms. Sanchez and Epstein. A copy of which is attached hereto as Tab D. The core principles of the Agreement are incarceration, registration as a sex offender and a method of compensation.<sup>9</sup> Furthermore, and significantly, Epstein agreed that he had the burden of ensuring compliance of the

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<sup>8</sup>Ms. Thacker had recently resigned from CEOS as a Trial Attorney and entered private practice.

<sup>9</sup> Specifically, the Agreement mandates, *inter alia*, (1) a guilty plea in Palm Beach County Circuit Court to solicitation of prostitution (Fl. Stat. § 796.07) and procurement of minors to engage in prostitution (Fl. Stat. § 796.03) (an offense that requires him to register as a sex offender); (2) a 30-month sentence including 18 months' incarceration in county jail; (3) a methodology to compensate the victims identified by the United States utilizing 18 U.S.C. Section 2255 such that they would be placed in the same position as if Epstein had been convicted of one of the enumerated offenses set forth in Title 18, United States Code, § 2255; (4) entry of the guilty plea and sentence no later than October 26, 2007; and (5) the start of the above-mentioned sentence no later than January 4, 2008.

Agreement with the Palm Beach County State Attorney's Office and the Judge of the 15<sup>th</sup> Judicial Circuit and "that the failure to do so will be a breach of the agreement" (emphasis added). To this day, the SDFL has never divulged its evidence to Epstein's lawyers.

Within a week of the execution of the Agreement, the SDFL unilaterally proposed to divest its right to select the attorney representative for the victims. Contrary to Messrs. Starr and Whitley's recent assertion that this was "engineered in a way that appears intended to profit particular lawyers in private practice in South Florida with personal relationships to some of the prosecutors involved," it was done to avoid even the appearance of favoritism in the selection of the attorney representative. As a result, the parties executed an addendum which documented the SDFL's right to assign the selection of an attorney representative to an independent third-party. A copy of the October 29, 2007 Addendum is attached hereto as Tab E. The parties subsequently agreed that retired Federal District Court Judge Edward B. Davis should be that independent third-party/special master. Ultimately, Judge Davis selected Robert C. Josefsberg of the law firm of Podhurst, Orseck, Josefsberg, *et al.*<sup>10</sup> During this same time frame, Epstein lawyer Jay Lefkowitz sought to delay the entry of his guilty plea and sentence. After the SDFL accommodated his request (from October 26<sup>th</sup> to November 20<sup>th</sup>), Mr. Starr began taking issue with the methodology of compensation, notification to the victims, and the issues that had been previously considered and rejected during negotiations, *i.e.*, that the conduct does not require registration and the contemplated state and federal statutes have no applicability to the instant matter.

In response to Mr. Starr's protests, the SDFL offered numerous and various reasonable modifications and accommodations which ultimately resulted in U.S. Attorney Acosta's December 19, 2007 letter to [REDACTED]. See attached Tab F. In that letter, U.S. Attorney Acosta tried to eliminate *all* concerns which, quite frankly, the SDFL was not obligated to address, let alone consider. In consultation with DAAG Mandelker, Mr. Acosta proposed the following language regarding the 2255 provision:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, § 2255, will have the same rights to proceed under § 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

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<sup>10</sup> Due to the subsequent objections raised by Epstein's counsel, Mr. Josefsberg was never given the opportunity to become the attorney representative.

Mr. Starr also objected to the SDFL's intention to notify the victims pursuant to 18 U.S.C. § 3771. In response to Mr. Starr's concerns, USA Acosta again consulted with DAAG Mandelker who advised him to make the following proposal: "[w]e will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes." These proposals were immediately rejected by Epstein in Mr. Lefkowitz's December 26, 2007 correspondence to USA Acosta.

At our December 14, 2007 meeting at the U.S. Attorney's Office in Miami, counsel for Epstein articulated that it was a "profound injustice" to require Epstein to register as a sex offender and reiterated that no federal crime, especially 18 U.S.C. § 2422(b), had been committed since the statute is only violated if a telephone or means of interstate commerce is used to do the persuading or inducing. This particular attack on this statute had been previously raised and thoroughly considered and rejected by the SDFL and CEOS prior to the execution of the Agreement. Epstein's lawyers also argued that the facts were inapplicable to the contemplated state statutes and that he should not have been allowed to have been induced into the Agreement because the facts were not what he understood them to be. To reiterate, the SDFL has never divulged its evidence to anyone on the Epstein legal team. Once counsel for Epstein failed to persuade us that federal involvement was inappropriate, they mounted an aggressive campaign to defer federal prosecution. When we refused to compromise on anything except the length of incarceration, they finally executed the Non-Prosecution Agreement.

Subsequent to the December 14, 2007 meeting, the SDFL received three letters from Mr. Lefkowitz and/or Mr. Starr which expanded on some of the themes announced in the December 14<sup>th</sup> meeting. Essentially, trying to portray the SDFL as trying to coerce a plea to unknown allegations and incoherent theories. In his December 17, 2007 correspondence, Mr. Lefkowitz decreed that Epstein's conduct did not meet the requirements of one of the state statutes Epstein agreed to plead guilty to - procurement of minors to engage in prostitution (Fl. Stat. § 796.03); that Epstein's conduct does not require registration under Florida law in contravention of the September 24<sup>th</sup> Agreement; and the State Attorney's Office does not believe the conduct is registrable. On December 21, 2007, Mr. Lefkowitz rejected the U.S. Attorney's proposed resolution of the 2255 provision because they "strongly believe that the provable conduct of Mr. Epstein with respect to these individuals fails to satisfy the requisite elements of either 18 U.S.C. Section[s] 2422(b) ... or ... 2423(b)." In his December 26, 2007 correspondence, he stated that "we have reiterated in previous submissions that Mr. Epstein does not believe he is guilty of the federal charges enumerated under section 2255" and requiring "Mr. Epstein to in essence admit guilt, though he believes he did not commit the requisite offense."

The SDFL reiterated time and time again that it had never wanted nor expected Epstein to plead guilty to a charge he did not believe he committed and repeatedly offered to dissolve the agreement to allow Epstein to contest the charges in the court system. As a result, the SDFL obliged his request for an independent *de novo* review of the investigation and facilitated such a review at the highest levels of the Department of Justice. As you know, on May 15, 2008, after months of considering the matter, the Criminal Division considered whether there is a legitimate basis for the

SDFL to proceed with a federal prosecution of Mr. Epstein. CEOS Section Chief Oosterbahn concluded that "federal prosecution would not be improper or inappropriate." See attached May 15, 2008 letter from CEOS Section Chief Oosterbahn to Jay Lefkowitz. On May 19, 2008, I notified Mr. Lefkowitz that the SDFL would give Epstein a full two weeks (close of business on Monday, June 2, 2008) to comply with the terms and conditions of the Non-Prosecution Agreement, as modified by the USA's December 19<sup>th</sup> letter to Ms. Sanchez.<sup>11</sup> Therefore, despite the fact that the investigation has identified several more victims, the SDFL is still offering Epstein the opportunity to comply with the terms and conditions of the Non-Prosecution Agreement.

The SDFL was recently notified that the Office of the Deputy Attorney General has agreed to consider additional allegations not considered by CEOS which were recently raised in correspondence by two former high-ranking members of the Department of Justice - Ken Starr and Joe Whitley. On May 28, 2008, I notified Mr. Lefkowitz by e-mail that the SDFL has postponed the June 2, 2008 deadline until the DAG's Office has completed its review of this matter. Their correspondence to the DAG alleges that the SDFL's investigation lacks integrity because it has leaked "highly confidential aspects" of the investigation and negotiations to the New York Times and that FAUSA Sloman directed some of the victims to my former law firm. They also claim that the "unprecedented extension of federal law" by the SDFL suggests that this is politically motivated because Epstein is a prominent figure with "close ties to former President Clinton." Messrs. Starr and Whitley go on to claim that FAUSA Sloman unilaterally, arbitrarily and unnecessarily imposed a June 2, 2008 deadline in order to prevent Epstein from seeking your Office's review and that "the unnecessary deadline is even more problematic because Mr. Epstein's effort to reconcile the state charge and sentence with the terms of the Agreement requires an unusual and unprecedented threatened application of federal law."

1. *The Alleged "Leak" to the New York Times.*

AUSA David Weinstein became involved in this matter in his capacity as back up for the District's Public Information Officer (PIO). While the District's PIO was on annual leave, he was the acting PIO during the first week of January 2008. The entirety of his conduct in connection with the Epstein matter began on January 2, 2008 and ended on January 7, 2008.<sup>12</sup> Specifically, his contact involved five telephone conversations with Landon Thomas, a reporter for the New York Times. These conversations occurred on 1) the morning of January 2, 2008, 2) the afternoon of January 2, 2008, 3) the afternoon of January 3, 2008, 4) the afternoon of January 4, 2008, and 5) the afternoon of January 7, 2008.

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<sup>11</sup> Mr. Lefkowitz was placed on notice on February 25, 2008, that in the event that CEOS disagreed with Epstein's position, Epstein would have one week to comply with the terms and conditions of the Agreement, as modified by the USA's December 19<sup>th</sup> letter to Ms. Sanchez.

<sup>12</sup> AUSA Weinstein has self-reported to the Office of Professional Responsibility.

A. *The Morning of January 2, 2008.*

AUSA Weinstein began his conversation with Mr. Thomas by explaining that he was the acting PIO for the week and that he had received Mr. Thomas's December 31, 2007 e-mail requesting an interview and asking for comments on the following five statements.<sup>13</sup> First, "that in the summer of 2005 the palm beach police department referred the Epstein case to you." Second, "that the case is being overseen by [REDACTED], and above him, R. Alexander Acosta." Third, "that Mr. Acosta has made child pornography a focus are [sic] for your office." Fourth, "that this summer your office gave Mr. Epstein an ultimatum: plead guilty to a charge that would require him to register as a sex offender, or the government would release a 52 page indictment, charging him with crimes that could include procuring sex for a third party or engaging in sexual tourism. Both of these charges carry jail sentences of as much as 15 years." Fifth, "that your office told Mr. Epstein and his lawyers: we are ready to pull the trigger." Sixth, "I also wanted to ask Mr. Sloman about his role in a case involving Jonathan Zirulnikoff and his daughter earlier this year."

At the outset, Weinstein said that he could not comment on any specific pending matters and that he would do his best to answer some of his questions. Thomas said that his questions were based, in part, upon conversations that he had already had with members of Mr. Epstein's defense team, prior published reports of a pending State case against Mr. Epstein and public information available through the State Court system.

Weinstein refused to answer the first question. As to the second question, Weinstein told him that any matter arising out of conduct in Palm Beach County, was prosecuted by our West Palm Beach branch office. He also told him that as First Assistant, the FAUSA had supervisory authority over all AUSAs throughout the District. In turn, the FAUSA answered directly to the U.S. Attorney.

In response to the third question, Weinstein discussed the difference between child exploitation and child pornography. Weinstein said that federal crimes involving child exploitation were one of several focus points of our Office. He further explained that in addition to traditional federal areas of prosecution the other focus points included health care fraud and gang prosecutions.

Weinstein refused to answer the fourth and fifth topics but did discuss the general nature of pre-trial proceedings in federal court. He said that the SDFL does not offer ultimatums, nor are we in the business of issuing ultimatums. He explained that in cases where a party wants to plead guilty prior to indictment, we will discuss the parameters of guilty pleas and that people always have the right to proceed to trial if they choose to do so and that we do not favor one resolution over the other. Weinstein told Mr. Thomas that he would not discuss his specific question about Mr. Epstein's lawyer's statement that someone from our Office told them that "we are ready to pull the trigger."

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<sup>13</sup>After reviewing his e-mail, AUSA Weinstein discussed the matter with U.S. Attorney Acosta. Pursuant to USAM 1-7.530 and the Media Relations Guide, Section III D2, after consultation with and prior approval from the US Attorney, he called Mr. Thomas on the morning of January 2nd.

Nor would he discuss anything about who might or might not be representing Mr. Epstein. Weinstein told Mr. Thomas that he should not allow himself to be spun one way or the other in response to statements Mr. Thomas said he had received from attorneys who said that they represented Mr. Epstein. Weinstein ended the conversation by telling Mr. Thomas that he would check further into his sixth and final topic and get back to him later in the day.

B. *Afternoon of January 2, 2008.*

Weinstein informed Mr. Thomas that in regard to his sixth topic, the SDFL had no reason to question FAUSA Sloman's judgment or integrity. He also said that this particular subject matter was a private matter that FAUSA Sloman did not want to discuss with him.<sup>14</sup> Mr. Thomas told him that if he had any further questions, he would call back.

C. *Afternoon of January 3, 2008.*

This call was in response to a voice mail message that Mr. Thomas had left regarding legal issues involving specific state and federal statutes. Specifically, Mr. Thomas had some questions about the burden of proof and strict liability in some state and federal statutes that governed illegal sexual activity. Again, Weinstein told him that he would not discuss any specific cases, but that he would assist him in understanding the statutes about which he had some questions. Weinstein explained that some statutes contained defenses that must be proven by a defendant, while there were other statutes that did not require a defendant to affirmatively prove a defense. The discussion centered around Title 18, United States Code, § 2423(g). Once again, Mr. Thomas told Weinstein that if he had any further questions, he would call back.

D. *Afternoon of January 4, 2008.*

This was another call in response to a voice mail message that Mr. Thomas had left regarding some additional questions. Weinstein prefaced the conversation by saying that he would not discuss any specific cases. The conversation centered around three specific statutes, 18 United States Code, § 2422(b), 18 United States Code, § 1591, and 18 United States Code, § 2423(b) as well as the

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<sup>14</sup> The case involving "Jonathan Zirulnikoff" involved a March 7, 2007 early morning attempted break-in of my/Sloman's house. Zirulnikoff, age 19 at the time, confessed and said that he wanted to "talk" to my daughter who was then 16. He also confessed to a prior unrelated break in which Zirulnikoff caressed the inner thigh of a 15 year old female. Zirulnikoff who had graduated from my daughter's high school in June 2006, dated my daughter's friend and had little if any contact with my daughter for over one year. Zirulnikoff negotiated a plea deal, over my objection, with the Miami-Dade State Attorney's Office to a misdemeanor trespass. That conviction resulted in a sentence of two years probation and a withhold of adjudication upon successful completion of his probationary period. Since this information was completely irrelevant to the facts and issues in the instant Epstein matter, I refused to allow Mr. Weinstein to comment about this matter to Mr. Thomas. Furthermore, none of this information had been publicized and, upon information and belief, only one member of Epstein's legal team knew anything about this matter, my former colleague, [REDACTED].

burden of proof and the applicability of affirmative defenses. They discussed the difference between an attempt and a substantive charge pursuant to § 2422(b) and how that affected the government's burden of proof *vis-a-vis* the age of a child. They also discussed the fact that a charge pursuant to § 1591 required the government to prove that the defendant had actual knowledge of the age of the victim. Finally, they discussed the fact that if the government was charging a defendant with traveling to engage in prostitution, pursuant to § 2423(b), there was an affirmative defense available to the defendant regarding the reasonable belief of the defendant about the age of the victim.

E. *Afternoon of January 7, 2008.*

This final call was made after the U.S. Attorney and FAUSA Sloman had received a call from a member of Mr. Epstein's defense team alleging that the SDFL had provided case specific information to the media. Weinstein called Mr. Thomas who acknowledged that both before and after each of the above-mentioned conversations, he had also called attorneys who were representing Mr. Epstein on his pending State charges. Mr. Thomas also acknowledged that all of our prior conversations had been about general legal issues and that Weinstein never spoke about any specific case. Since the January 7, 2008 conversation, Weinstein has not had any further contact with Mr. Thomas.

2. *Herman Sloman & Mermelstein (May 5, 2001 - October 1, 2001).*

Seven years ago, I resigned from the SDFL for private practice. Less than five months later, I resigned from the law firm and returned to the SDFL. Public records reflect the following: on May 8, 2001, articles of amendment were filed with the Florida Division of Corporations to reflect that the firm name of "Herman & Mermelstein" was changed to "Herman Sloman & Mermelstein" on May 7, 2001. I joined the firm at that time and remained a non-equity partner until on or about October 1, 2001. At that time, I resigned from the firm and returned to the SDFL. Since I never had an equity interest in the firm, I never retained an interest in the firm. That was over six and one half years ago.

Unbeknownst to FAUSA Sloman, on July 2, 2002, articles of amendment were filed with the Florida Division of Corporations to reflect that the firm name of "Herman Sloman & Mermelstein" was changed back to "Herman & Mermelstein." The article of amendment indicates the amendment was adopted on July 1, 2002, without shareholder action. Although the filing was not immediate upon my departure from the law firm, it pre-dated for years any dealings with the subject case now under consideration by the SDFL. Recently, I learned that there is a reference to the law firm of "Herman *Sluman* & Mermelstein" on the Florida Bar website, under a section called "Find A Lawyer." This reference appears when Stuart Mermelstein's name and information is accessed. To reiterate, since October 2001, I have had no relationship with that law firm, financial or otherwise, and no input or control over the firm's filings with the Florida Division of Corporations and/or the Florida Bar.

On Friday, January 18, 2008, at approximately 1:15 pm, I received a call from Jeffrey Herman of Herman & Mermelstein. Herman said that he was planning to file a civil lawsuit the next

week against Jeffrey Epstein. He said that his clients were frustrated with the lack of progress of the state's investigation and wanted to know whether the SDFL could file criminal charges even though the state was looking into the matter. I told Herman that I would not answer any question related to Epstein – hypothetical or otherwise. I asked him how his clients retained him and he said that it was through another lawyer. I then specifically asked him whether the referral was the result of anyone in law enforcement contacting him and/or the other lawyer. He said “no.” At the conclusion of the conversation, I reiterated and confirmed with him that I had refused to answer any questions he asked of me. I immediately documented this conversation and informed the U.S. Attorney who informed Senior Litigation Counsel and Ethics Advisor Dexter Lee. AUSA Lee opined that he did not see a conflict. As soon as I became aware of these allegations, I reported myself to the Office of Professional Regulation on or about April 21, 2008.

3. *The Alleged Unprecedented Extension of Federal Law and the Allegations of Political Motivation for the Prosecution.*

It is my hope that this letter has sufficiently explained how thoroughly this matter has been reviewed, how seriously the issues have been considered, and how additional delays may adversely affect the case going forward and, more importantly, the victims. I have attached the proposed draft indictment for you to consider the nature and gravity of the crimes. See Tab G. You are invited to evaluate whether I, along with U.S. Attorney Acosta, Criminal Division Chiefs ██████████ and, later ██████████ Deputy Criminal Division Chiefs ██████████, followed by ██████████ and AUSA ██████████ have somehow steered this investigation toward “an unprecedented extension of federal law” despite being simultaneously and/or subsequently reviewed by CEOS, DAAG Mandelker, and AAG Fisher. I also hope that the reputations of the above-mentioned professional prosecutors combined with the documented layers of methodical and thorough review of all issues raised by Epstein are enough to summarily dismiss the idea that this matter is politically motivated. It seems incomprehensible how Messrs. Starr and Whitley could expect *further* review when the due process rights of their client have been considered and reconsidered to the point of absurdity.

With respect to the other allegations of misconduct leveled against investigators and prosecutors, similarly false allegations were made against the local police detective who first investigated the case. Those false allegations apparently were accepted as true and were not investigated or challenged by the State Attorney's Office and, when coupled with the immense pressure brought to bear upon the State Attorney by some of these same lawyers who represent Epstein today, resulted in a single felony charge related to only two of the more than 20 victims identified in the state investigation. Contrary to the claims of Epstein's attorneys, the SDFL is *not* trying to prosecute Epstein more harshly because of his political friends or his financial status; rather, the SDFL is attempting to follow Department policy by treating Epstein like all other criminal defendants – charging him with the most serious readily provable offenses. The SDFL has even continued to allow Epstein the opportunity to perform his obligations under the Non-Prosecution Agreement despite his numerous breaches of and attacks on the terms to which he already agreed.

Without attempting to address each and every allegation, I would like to highlight some of the misstatements contained in counsels' letter, to provide some sense of counsels' conduct

throughout this case, particularly after their attempts at legal persuasion failed. Throughout the case, counsel have misrepresented the facts of the case to our Office, CEOS, and the press. For example, Epstein's counsel reference to this case as "precedent-shattering," suggests that all of the victims were at least 16 years old, and that the conduct "was purely local in nature." The SDFL has prosecuted several "sex tourism" cases where the "john" communicated via telephone with an undercover "pimp" in the SDFL to meet minor females to engage in prostitution. All were charged and convicted of violating 18 U.S.C. § 1591. The SDFL has charged and convicted a 21-year-old man of violating 18 U.S.C. § 2423 when he traveled to Florida to meet his 14-year-old girlfriend and later digitally penetrated her. The SDFL has prosecuted numerous violations of 18 U.S.C. § 2422 where the "facility of interstate commerce" – generally the internet and telephones – are used by a defendant and an undercover pretending to be the parent of a minor, to arrange for a meeting that the defendant hopes will result in sexual activity. There is nothing extraordinary about Epstein's case except the large number of victims involved.

Epstein's counsel neglected to inform you that the age range of the victims includes girls as young as 14, and glosses over the fact that Epstein did not simply engage in "solo self-pleasuring" in front of the victims. Instead, with each visit, he pressured the victims to allow him to engage in more and more sexual activity – fondling breasts and vaginas, digital penetration, use of a vibrator on their vaginas, performing oral sex on them, having them perform oral sex on his adult girlfriend, and engaging in sexual intercourse. Counsel also neglected to inform you that many girls did affirmatively tell Epstein their true ages and he told several that he "did not care about age."

Epstein's conduct was not "purely local." He and his assistants called and sent text messages to victims in Palm Beach County from other states to arrange "appointments" for his upcoming visits to Palm Beach. And, while in Palm Beach, Epstein and his assistants called victims in New York to arrange "appointments" for his return to New York. Epstein wired money to some victims and sent gifts through the mails. This case falls squarely within federal jurisdiction.

Epstein also falsely claims that certain facts related to the resolution of the case were hidden and later discovered by his lawyers. For example, they complain about the proposed use of a guardian ad litem, stating that "Mr. Epstein's counsel later established that all but one of these individuals were adults, not minors." It was AUSA ██████████ who told Epstein's counsel that all of the victims but one had already reached the age of majority, which was one reason why the guardian ad litem procedure proposed by Epstein's counsel would not work. Likewise, AUSA Villafañá disclosed to Epstein's counsel that one of the five attorney-representatives that she recommended for consideration by Epstein's counsel was a "good friend" of a "good friend." Despite the disclosure of this relationship, Epstein's counsel selected that person, before the SDFL, on its own, decided to use an independent Special Master to make the selection.

Epstein's counsel states that the "USAO eventually asserted that it could not vouch for the veracity of any of the claims that these women might make," but neglects to disclose that the SDFL made that statement *at Epstein's request* to avoid the suggestion that the SDFL was involving itself in the outcome of civil litigation.

Epstein's counsel have repeatedly attacked the SDFL and the FBI for classifying the victims as "victims." As you know, all Justice Department employees have the obligation to identify victims and to notify them of their rights. "Victims" are defined by law, not by self-selection. The girls whom have been identified by the FBI and the SDFL fall within the legal definition – they were all minors who engaged in illicit sexual activity with Jeffrey Epstein, at his request, in exchange for money. From interviewing them, the FBI Special Agents, the FBI Victim-Witness Coordinator, and AUSA Villafaña all feel confident that they suffered harm, in a multitude of ways, by their interaction with Epstein.

Finally, in contrast to Epstein's counsel allegation that my June 2, 2008 deadline was "arbitrary, unfair, and unprecedented," please consider that Mr. Lefkowitz has known since February that in the event that CEOS disagreed with his position, Epstein would be given one-week to comply with the Non-Prosecution Agreement. Subsequent to the receipt of CEOS Section Chief Oosterbahn's May 15, 2008 letter, I notified Mr. Lefkowitz that Epstein would have a full two-weeks to comply with the Non-Prosecution Agreement as modified by the December 19<sup>th</sup> letter to Ms. Sanchez. We believe it is finally time to shift the focus from Epstein's due process rights to treating him like all other similarly situated criminal defendants and perhaps, most importantly, to consider the rights of his victims. Continued delays adversely effect the case and the victims in the following ways:

- (1) at the time of the offenses, the victims ranged in age from 14 to 17 years old. The change in physical appearance of many of the victims since then has been dramatic. Epstein has been claiming that he did not know they were minors. Obviously, the older they look when the case is at issue, the harder it will be to overcome that defense;
- (2) it allows Epstein's lawyers to conduct depositions of the victims in the pending state criminal case and allows his private investigators to further harass and intimidate the victims;
- (3) more victims will seek the services of civil lawyers to file lawsuits thus allowing Epstein to make more powerful arguments demeaning the credibility of the victims;
- (4) the prosecutors and agents may retire, transfer and/or leave the Department for other opportunities thus affecting the potential outcome and prosecutorial resources. Additionally, several of the victims have relocated thus increasing the likelihood that crucial witnesses will be lost;
- (5) the SDFL has afforded more consideration to Epstein's arguments than any other defendant in my years of being the FAUSA and, before that, the Chief of the Criminal Division (January 1, 2004 to the present). I believe that we have been disproportionately fair to Epstein at the expense of other matters; and
- (6) prolonged delay may adversely affect the statute of limitations for some of the victims.

On behalf of the SDFL and the victims in this case, please expedite the review and decision of the issues under consideration.

Sincerely,

R. Alexander Acosta  
United States Attorney

By:



Jeffrey H. Sloman  
First Assistant United States Attorney

Encls.

cc:

██████████, Chief  
Criminal Division  
A. ██████████  
Assistant U.S. Attorney  
██████████  
Assistant U.S. Attorney

## CONFIDENTIAL PLEA NEGOTIATIONS

### TERMS OF EPSTEIN NON-PROSECUTION AGREEMENT

- Epstein pleads guilty (not nolo contendere) to an Information filed by the Palm Beach County State Attorney's Office charging him with:
  - (a) lewd and lascivious battery on a child, in violation of Fl. Stat. 800.04(4);
  - (b) solicitation of minors to engage in prostitution, in violation of Fl. Stat. 796.03; and
  - (c) engaging in sexual activity with minors at least sixteen years of age, in violation of Fl. Stat. 794.05.
- Epstein and the State Attorney's Office make a joint, binding recommendation that Epstein serve at least two years in prison, without any opportunity for withholding adjudication or sentencing; and without probation or community control in lieu of imprisonment.
- Epstein agrees to waive all challenges to the information filed by the State and the right to appeal.
- 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 the subject matter. 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.
- After Epstein enters his state court plea and is sentenced, the FBI and the U.S. Attorney's Office will close their investigations.

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ESPIRITO SANTO PLAZA  
FOURTEENTH FLOOR  
1395 BRICKELL AVENUE  
MIAMI, FLORIDA 33131  
TELEPHONE (305) 789-9200  
FACSIMILE (305) 789-9201

WWW.FOWLER-WHITE.COM

DIRECT PHONE NO.: (305) 789-9279  
DIRECT FACSIMILE NO.: (305) 728-7579  
LSANCHEZ@FOWLER-WHITE.COM

August 2, 2007

Mr. [REDACTED]  
Chief, Criminal Division  
United States Attorney's Office  
Southern District of Florida  
99 NE 4 Street  
Miami, Florida 33132

Re: Jeffrey Epstein

Dear Matt:

As we discussed at Tuesday's meeting, and consistent with our view that no federal prosecution should lie in this matter, Mr. Epstein is prepared to resolve this matter via a state forum. We are in receipt of your memo regarding same and as the dynamics of the meeting did not allow for us to fully detail our proposal, we do so now. We believe that our respective positions are not very far apart and that a mutually agreeable resolution can be reached that will accomplish the interests of the United States Attorney's Office as well as those of the community.

We welcomed your recognition that a state prison sentence is neither appropriate for, nor acceptable to, Mr. Epstein, as the dangers of the state prison system pose risks that are clearly untenable. We acknowledge that your suggestion of a plea to two federal misdemeanors was an attempt to resolve this dilemma. Our proposal is significantly punitive, and if implemented, would, we believe, leave little doubt that the federal interest was demonstrably vindicated.

The Florida state judicial system, unlike the federal system, provides for numerous types of onerous sanctions after a defendant is remanded to the custody of the state. The sentence is tailored to the needs of the local community and the risk posed by a specific defendant. After a great deal of thought, our proposal consists of both a severe supervised custody, with an assurance that any violation would result in the immediate implementation of the two year period of incarceration. We must keep in mind that Jeffrey Epstein is a 54-year old man who has never been arrested before. He has lived an otherwise exemplary life, characterized by both many charitable contributions and philanthropic acts. His reputation has suffered significantly as a result of his poor judgment in these matters. He is well aware of the ramifications of his past behavior and, accordingly, there is no concern, whatsoever, that he will re-offend.

The following proposal is offered as an assurance to the community that the goals of appropriate punishment and rehabilitation are attained.

We will agree to a sentence of two years in state prison pursuant to Florida Statute 948.012(2) which permits a split sentence whereby Mr. Epstein will be sentenced to a term of supervised custody, followed by a period of incarceration. Supervised custody in the state system includes potential daily surveillance, administered by officers with restricted case loads. Supervised custody is an individualized program in which the freedom of Mr. Epstein is limited to the confines of his residence with specific sanctions imposed and enforced. *See* Florida Statute 948.001(2). Should Mr. Epstein successfully complete the terms and conditions of his custody, the Judge will eliminate the incarcerative portion of the sentence. If Mr. Epstein, however, fails to comply with the conditions of his supervised custody. The period of incarceration will be immediately implemented.

We, therefore, propose the following:

Two years supervised custody with the following mandatory and special conditions:

- o Confinement to home
- o Report to a community control officer at least once a week or more often as directed by the officer
- o Permit a community control officer to visit him unannounced at home at any time, day or night
- o Obtain psychological counseling
- o No unsupervised contact with all the victims in the instant case
- o Perform community service
- o Payment of Restitution
- o Application of 18 U.S.C. § 2255<sup>1</sup>
- o Payment of a contribution of a defined amount to a charitable organization benefitting victims of sexual assault
- o Payment of Court and probationary costs
- o Payment of law enforcement investigative costs
- o Submit to random drug testing
- o Refrain from associating with persons engaged in criminal activities
- o Refrain from committing any new law offenses
- o Any other specific conditions that the Office may deem necessary

Two additional years of reporting probation:

<sup>1</sup> 18 U.S.C. 2255 provides that any minor who suffers injury as a result of the commission of certain offenses shall recover actual damages and the cost of any suit. It is important to note that Mr. Epstein is prepared to fully fund the identified group of victims which are the focus of the Office – that is, the 12 individuals noted at the meeting on July 31, 2007. This would allow the victims to be able to promptly put this behind them and go forward with their lives. If given the opportunity to opine as to the appropriateness of Mr. Epstein's proposal, in my extensive experience in these types of cases, the victims prefer a quick resolution with compensation for damages and will always support any disposition that eliminates the need for trial.

- o Mandatory conditions as provided in Florida Statute § 948.03
- o Special conditions as stated above

If the terms of supervised custody and probation are successfully completed, then the two years of state prison is eliminated.

This proposal provides for the two year imposition of the state prison sentence if any violation of the supervised custody or probation occurs. Accordingly, the Office's position that Mr. Epstein agree to a resolution that includes jail time is satisfied by this proposal. It would immediately bring closure to a matter that has been pending for over two years, allows Mr. Epstein to commence with his sentence, and, most significantly, allow the victims to move forward with their lives. We are in process of scheduling a meeting with R. Alexander Acosta, United States Attorney, to further discuss this matter.

Sincerely,



cc. R. Alexander Acosta  
Gerald Lefcourt  
Roy Black

# NEW YORK POST

## EPSTEIN EYES SEX-RAP RELIEF

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October 9, 2007 -- LAWYERS for Jeffrey Epstein - the billionaire Manhattan investment manager who's agreed to plead guilty to soliciting underage prostitutes at his Palm Beach mansion in exchange for just 18 months in the slammer - are mulling asking federal prosecutors to drop their demand that he register as a sex offender. In a letter drafted, but not sent, to U.S. Attorney Alexander Costa and obtained by Page Six, Epstein's lawyer, Gerald Lefcourt, writes, "Doing so will have a profound impact [on Epstein] both immediately and forever after. Not only will he be restricted to a wholly inappropriate penal facility, but he will be required for the rest of his life to account for his whereabouts." Epstein, a former business partner of Daily News owner Mort Zuckerman, pleaded guilty to a state charge in exchange for the feds' dropping their probe into possible federal criminal violations. Lefcourt argues that only the feds have demanded that Epstein register, "despite the fact that the state was of the view that Mr. Epstein's conduct did not warrant registration." A rep for Epstein had no comment.

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Case No. 08-80736-CV-MARRA

P-013433

<http://www.nypost.com/php/pfriendly/print.php?url=http://www.nypost.com/seven/1009200...> 6/3/2008

EFTA00230338

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] 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.

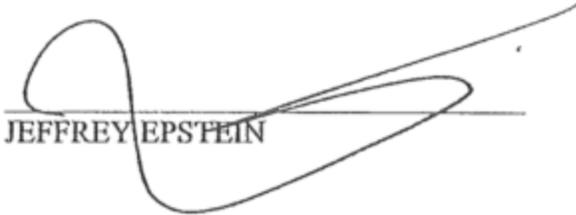
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

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

By: \_\_\_\_\_

A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

Dated: 9/24/07

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

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

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

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

[REDACTED], 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

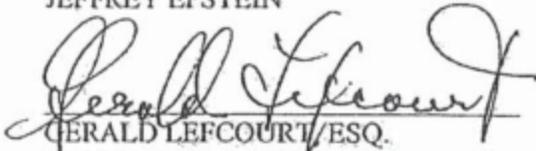
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

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

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

Dated: 9/24/07

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

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

\_\_\_\_\_  
[REDACTED], ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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R. ALEXANDER ACOSTA  
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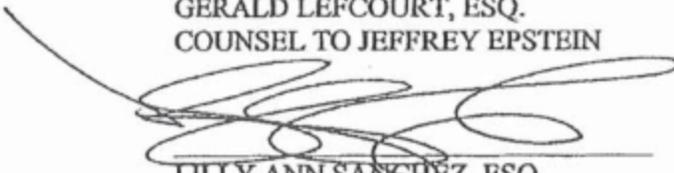
Dated: \_\_\_\_\_

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

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

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

Dated: 9-24-07

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

IN RE:  
INVESTIGATION OF  
JEFFREY EPSTEIN

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ADDENDUM TO THE NON-PROSECUTION AGREEMENT

IT APPEARING that the parties seek to clarify certain provisions of page 4, paragraph 7 of the Non-Prosecution Agreement (hereinafter "paragraph 7"), that agreement is modified as follows:

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good faith approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.
- 7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph C, *infra*.
- 7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. s 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in s 2255 to bear the costs of the attorney representative, shall cease.

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

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 10/30/07

By: Jeffrey M. Sloman FAUSA  
for A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

Dated: 10/29/07

[Signature]  
JEFFREY EPSTEIN

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

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

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

\_\_\_\_\_  
[REDACTED], ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 11/30/07

By: Jeffrey M. Sloman FAUSA  
of A. [REDACTED]  
ASSISTANT U.S. ATTORNEY

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

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

Dated: 10/29/07

Gerald Lefcourt  
GERALD LEFCOURT, ESQ.  
COUNSEL TO JEFFREY EPSTEIN

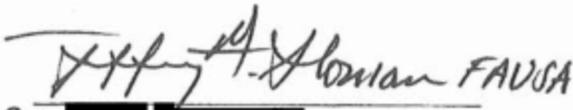
Dated: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED], ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN

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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

Dated: 10/30/07

By:  FAUSA  
for A.   
ASSISTANT U.S. ATTORNEY

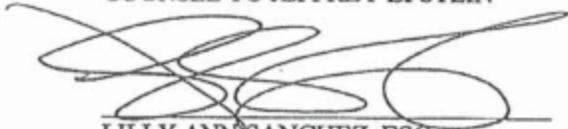
Dated: \_\_\_\_\_

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JEFFREY EPSTEIN

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

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

Dated: 10-29-07

  
LILLY ANN SANCHEZ, ESQ.  
ATTORNEY FOR JEFFREY EPSTEIN



U.S. Department of Justice

United States Attorney  
Southern District of Florida

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

99 N E 4 Street  
Miami, FL 33132  
(305) 961-9100 - Telephone  
(305) 530-6444 - Facsimile

December 19, 2007

DELIVERY BY FACSIMILE

[REDACTED]  
Fowler White Burnett, PA  
1395 Brickell Ave, 14<sup>th</sup> Floor  
Miami, FL 33131

Re: Jeffrey Epstein

Dear Ms. Sanchez:

I write to follow up on the December 14<sup>th</sup> meeting between defense counsel and the Epstein prosecutors, as well as our First Assistant, the Miami FBI Special Agent in Charge and myself.<sup>1</sup> I write to you because I am not certain who among the defense team is the appropriate recipient of this letter. I address issues raised by several members of the defense team, and would thus ask that you please provide a copy of this letter to all appropriate defense team members.

First, I would like to address the Section 2255 issue.<sup>2</sup> As I stated in my December 4<sup>th</sup> letter, my understanding is that the Non-Prosecution Agreement entered into between this Office and Mr. Epstein responds to Mr. Epstein's desire to reach a global resolution of his state and federal criminal liability. Under this Agreement, this District has agreed to defer prosecution for enumerated sections

<sup>1</sup> Over the past two weeks, we have received several hundred pages of arguments and exhibits from defense counsel. This is not the forum to respond to the several items raised, and our silence should not be interpreted as agreement; I would, however, like to address one issue. Your December 11<sup>th</sup> letter states that as a result of defense counsel objections to the appointment process, the USAO proposed an addendum to the Agreement to provide for the use of an independent third party selector. As I recall this matter, before I had any knowledge of defense counsel objections, I *sua sponte* proposed the Addendum to Mr. Lefkowitz at an October meeting in Palm Beach. I did this in an attempt to avoid what I foresaw would likely be a litigious selection process. It was only after I proposed this change that Mr. Lefkowitz raised with me his enumerated concerns.

<sup>2</sup> Section 2255 provides that: "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . may sue in any appropriate United States District Court and shall recover the actual damages such person sustains and the cost of the suit, including a reasonable attorney's fee."

of Title 18 in favor of prosecution by the State of Florida, provided that the Mr. Epstein satisfies three general federal interests: (1) that Mr. Epstein plead guilty to a "registerable" state offense; (2) that this state plea include a binding recommendation for a sufficient term of imprisonment; and (3) that the Agreement not harm the interests of his victims.

With this in mind, I have considered defense counsel arguments regarding the Section 2255 portions of the Agreement. As I previously observed, our intent has been to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less. From our meeting, it appears that the defense agrees that this was the intent. During the course of negotiations that intent was reduced to writing in Paragraphs 7 and 8, which as I wrote previously, appear far from simple to understand. I would thus propose that we solve our disagreements over interpretations by saying precisely what we mean, in a simple fashion. I would replace Paragraphs 7 and 8 with the following language:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an Indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

Second, I would like to address the issue of victim's rights pursuant to Section 3771. I understand that the defense objects to the victims being given notice of time and place of Mr. Epstein's state court sentencing hearing. I have reviewed the proposed victim notification letter and the statute. I would note that the United States provided the draft letter to defense as a courtesy. In addition, First Assistant United States Attorney Sloman already incorporated in the letter several edits that had been requested by defense counsel. I agree that Section 3771 applies to notice of proceedings and results of investigations of federal crimes as opposed to the state crime. We intend to provide victims with notice of the federal resolution, as required by law. We will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes.

Third, I would like to address the issue raised regarding Florida Statute Section 796.03. At our meeting, Professor Dershowitz took the position that Mr. Epstein believes that his conduct does not satisfy the elements of this offense. His assertion raises for me substantial concerns. This Office will not, and cannot, be a party to an agreement in which Mr. Epstein pleads guilty to an offense that he believes he did not commit. We are considering how best to proceed.

Finally, I would like to address a more general point. Our Agreement was first signed on September 24<sup>th</sup>, 2007. Pursuant to paragraph 11, Mr. Epstein was to use his best efforts to enter his guilty plea and be sentenced no later than October 26, 2007. As outlined in correspondence between our prosecutors and defense counsel, this deadline came and went. Our prosecutors reiterated to defense counsel several times their concerns regarding delays, and in fact, asked me several weeks ago to declare the Agreement in breach because of those delays. I resisted that invitation. I share this fact because it is background to my frustration with what appears to be an 11<sup>th</sup> hour appeal, weeks before the now scheduled January 4<sup>th</sup> plea date.

This said, the issues raised are important and must be fully vetted irrespective of timeliness concerns. We hope to preserve the January 4<sup>th</sup> date. I understand that defense counsel shares our desire not to move that appearance and will work with our office to expedite this process over the next several days. With this in mind, and in the event that defense counsel may wish to seek review of our determinations in Washington D.C., I spoke this past Monday with the Assistant Attorney General Fisher, to inform her of a possible appeal, to ask her to grant the potential request for review, and to in fact review this case in an expedited manner to attempt to preserve the January 4<sup>th</sup> plea date.

I want to again reiterate that it is not the intention of this Office ever to force the hand of a defendant to enter into an agreement against his wishes. Your client has the right to proceed to trial, and he should do so if he believes that he did not commit the elements of the charged offense.

I will respond to the pending issues shortly. In the interim, I would ask that you communicate your position with respect to the sections 2255 and 3371 issues as quickly as possible.

Sincerely,



R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

cc: Alice Fisher, Assistant Attorney General  
[REDACTED], First Assistant U.S. Attorney  
AUSA [REDACTED]

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

D

Case No: \_\_\_\_\_

18 U.S.C. § 371  
18 U.S.C. § 1591(a)(1)  
18 U.S.C. § 1591(a)(2)  
18 U.S.C. § 2422(b)  
18 U.S.C. § 2423(e)  
18 U.S.C. § 2423(d)  
18 U.S.C. § 2423(b)

UNITED STATES OF AMERICA

R

vs.

JEFFREY EPSTEIN,

[REDACTED],  
a/k/a "[REDACTED]"

and [REDACTED]

Defendants.

A

INDICTMENT

The Grand Jury charges that:

BACKGROUND

At all times relevant to this Indictment:

1. Defendant JEFFREY EPSTEIN employed defendants [REDACTED], [REDACTED], a/k/a "[REDACTED]" and [REDACTED] to perform, among other things, services as personal assistants.

T

2. Defendant JEFFREY EPSTEIN employed L.G. to perform, among other things, services as a personal assistant.

3. Defendants JEFFREY EPSTEIN and [REDACTED] paid T.M., H.R., and A.F. to perform, among other things, recruiting services.

4. Defendant JEFFREY EPSTEIN owned a property located at 358 El Brillo Way, Palm Beach, Florida, in the Southern District of Florida (hereinafter referred to as “358 El Brillo Way”).

5. Defendant JEFFREY EPSTEIN owned a property located at 9 East 71st Street, New York, New York (hereinafter referred to as “the New York residence”).

6. Defendant JEFFREY EPSTEIN was the principal owner of JEGE, INC., a Delaware corporation. JEGE, INC.’s sole business activities related to the operation and ownership of a Boeing 727-31 aircraft bearing tail number N908JE.

7. Defendant JEFFREY EPSTEIN served as president, sole director, and sole shareholder of JEGE, INC., and had the power to direct all of its operations.

8. Defendant JEFFREY EPSTEIN was the principal owner of Hyperion Air, Inc., a Delaware corporation. Hyperion Air, Inc.’s sole business activities related to the operation and ownership of a Gulfstream G-1159B aircraft bearing tail number N909JE.

9. Defendant JEFFREY EPSTEIN served as president, sole director, and sole shareholder of Hyperion Air, Inc., and had the power to direct all of its operations.

10. Pursuant to Florida Statutes Section 794.05, a “person 24 years of age or older who engages in sexual activity with a person 16 or 17 years of age commits a felony of the second degree.” For purposes of “this section, ‘sexual activity’ means oral, anal, or vaginal penetration by, or union with, the sexual organ of another; however, sexual activity does not include an act done for a bona fide medical purpose.” Florida Statutes Section 794.021 states that “ignorance of the age [of the victim] is no defense,” and that neither “misrepresentation of age by [the victim] nor a bona fide belief that such person is over the specified age [shall] be a defense.”

11. Pursuant to Florida Statutes Sections 800.04(5)(a) and 800.04(5)(c)(2), an adult “who intentionally touches in a lewd or lascivious manner the breasts, genitals, genital area, or buttocks, or the clothing covering them, of a person less than 16 years of age, or forces or entices a person under 16 years of age to so touch the perpetrator, commits lewd or lascivious molestation,” which is a felony of the second degree if the victim is 12 years of age or older but less than 16 years of age.

12. Pursuant to Florida Statutes Sections 800.04(6)(a) and 800.04(6)(b), an adult “who [i]ntentionally touches a person under 16 years of age in a lewd or lascivious manner or [s]olicits a person under 16 years of age to commit a lewd or lascivious act commits lewd or lascivious conduct,” which is a felony of the second degree.

13. Pursuant to Florida Statutes Sections 800.04(7)(a) and 800.04(7)(c), an adult “who: (1) [i]ntentionally masturbates; (2) [i]ntentionally exposes the genitals in a lewd or lascivious manner; or (3) [i]ntentionally commits any other sexual act that does not involve actual physical or sexual contact with the victim, including, but not limited to . . . the simulation of any act involving sexual activity in the presence of a victim who is less than 16 years of age, commits lewd or lascivious exhibition,” which is a felony of the second degree.

14. Pursuant to Florida Statutes Section 800.04(2), “[n]either the victim’s lack of chastity nor the victim’s consent is a defense to the crimes proscribed by [Section 800.04].”

15. Pursuant to Florida Statutes Section 800.04(3), “[t]he perpetrator’s ignorance of the victim’s age, the victim’s misrepresentation of his or her age, or the perpetrator’s bona fide belief of the victim’s age cannot be raised as a defense in a prosecution under [Section 800.04].”

16. Pursuant to Florida Statutes Section 800.02, a “person who commits any unnatural and lascivious act with another person commits a misdemeanor of the second degree.”

17. Defendant JEFFREY EPSTEIN was over the age of 24 and did not have any medical license.

18. During the period of her involvement with the Defendants, Jane Doe #4 attended Wellington High School and Palm Beach Central High School in Palm Beach County.

19. During the period of her involvement with the Defendants, Jane Doe #5 attended Wellington High School in Palm Beach County.

20. During the period of their involvement with the Defendants, Jane Does # 6, 8 and 12 attended Palm Beach Central High School in Palm Beach County.

21. During the period of her involvement with the Defendants, Jane Doe #7 attended William T. Dwyer High School in Palm Beach County.

22. During the periods of their involvement with the Defendants, Jane Does # 9, 14, 15, 16, 17, 18, and 19 attended Royal Palm Beach High School in Palm Beach County.

23. During the period of her involvement with the Defendants, Jane Doe #10 attended Lake Worth High School in Palm Beach County.

24. During the period of her involvement with the Defendants, Jane Doe #11 attended the Professional Performing Arts School, a public high school, located in New York, New York.

25. During the period of her involvement with the Defendants, Jane Doe #13 attended John I. Leonard High School in Palm Beach County.



Manner and Means

29. The manner and means by which the Defendants and other participants sought to accomplish the purpose and object of the conspiracy included the following:

(a) It was part of the conspiracy that Defendants [REDACTED] [REDACTED] a/k/a [REDACTED] and other participants would contact minor females via the use of cellular and other telephones to arrange appointments for minor females to travel to 358 El Brillo Way and the New York residence to allow Defendant JEFFREY EPSTEIN to engage in lewd conduct with them.

(b) It was further a part of the conspiracy that Defendants JEFFREY EPSTEIN, [REDACTED], and [REDACTED] a/k/a [REDACTED] [REDACTED] and other participants would make payments to, or cause payments to be made to, minor females in exchange for engaging in lewd conduct.

(c) It was further a part of the conspiracy that Defendants JEFFREY EPSTEIN, [REDACTED] a/k/a "[REDACTED]" and other participants would ask females to recruit other minor females to engage in lewd conduct with Defendant JEFFREY EPSTEIN.

(d) It was further a part of the conspiracy that Defendants JEFFREY EPSTEIN, [REDACTED] a/k/a [REDACTED] and other participants would make payments to, or cause payments to be made to, the recruiters for

bringing additional minor females to 358 El Brillo Way and the New York residence to engage in lewd conduct with Defendant JEFFREY EPSTEIN.

D (e) It was further a part of the conspiracy that Defendant JEFFREY EPSTEIN would pay minor females to engage in lewd conduct with Defendant [REDACTED] M [REDACTED] to satisfy Defendant JEFFREY EPSTEIN's prurient interests.

#### Overt Acts

30. In furtherance of this conspiracy and to effect the objects thereof, there was committed by at least one of the co-conspirators herein, at least one of the following overt acts, among others, in the Southern District of Florida, and elsewhere:

#### Jane Does #1 and #2

(1) In or around the beginning of 2001, Defendant JEFFREY EPSTEIN engaged in sexual activity with Jane Doe #1, who was then a seventeen-year-old girl, in the presence of Jane Doe #2, who was then a fourteen-year-old girl.

(2) In or around 2001, Defendant [REDACTED] led Jane Doe #2 from the kitchen of 358 El Brillo Way upstairs to Defendant JEFFREY EPSTEIN's bedroom at 358 El Brillo Way.

(3) In or around 2001, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #2, who was then a fourteen-year-old girl.

(4) In or around 2001, Defendant JEFFREY EPSTEIN asked Jane Doe #2, who was then fourteen years' old, to pinch his nipples while he masturbated.

(5) In or around 2001, Defendant JEFFREY EPSTEIN made a payment of \$300 to Jane Doe #2.

D (6) In or around 2001, Defendant ██████████ placed a telephone call to a telephone used by Jane Doe #2 to make an appointment for Jane Doe #2 to travel to 358 El Brillo Way.

(7) In or around 2001, JEFFREY EPSTEIN engaged in sexual intercourse with an unidentified female in the presence of Jane Doe #2, who was then a fourteen-year-old girl. R

(8) In or around 2001, Defendant JEFFREY EPSTEIN paid \$300 to Jane Doe #2, who was then a fourteen-year-old girl, for allowing an unidentified female to perform oral sex on Jane Doe #2 in EPSTEIN's presence.

(9) On or about March 11, 2003, an employee of Defendant JEFFREY EPSTEIN prepared a written telephone message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from Jane Doe #2. A

(10) In or around 2003, Defendant JEFFREY EPSTEIN asked Jane Doe #2 if she had any younger friends who would be interested in engaging in similar activities with him. F

(11) In or around 2003, Defendant ██████████ took nude photographs of Jane Doe #2, who was then a sixteen-year-old girl.

(12) In or around 2003, Defendant ██████████ made a payment of \$500 to Jane Doe #2 in exchange for posing for nude photographs.

D (13) In or around 2003, Defendant ██████████ told Jane Doe #2 that Defendant JEFFREY EPSTEIN had asked KELLEN to take nude photographs of Jane Doe #2.

(14) In or around 2003, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #2, who was then a sixteen-year-old girl.

(15) In or around 2003, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #2, who was then a sixteen-year-old girl.

(16) In or around 2003, Defendant ██████████ placed a telephone call to a telephone used by Jane Doe #2 to make an appointment for Jane Doe #2 to travel to 358 El Brillo Way. A

(17) On or about April 23, 2004, Defendant ██████████ placed a telephone call to a telephone used by Jane Doe #2.

(18) On or about May 2, 2004, Defendant ██████████ placed a telephone call to a telephone used by Jane Doe #2. F

**Jane Doe #3**

(19) In or around 2003, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #3, who was then a fifteen-year-old girl. T

(20) In or around 2003, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #3.

**D** (21) On or about October 26, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #3.

(22) On or about October 30, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #3.

**R** (23) In or around 2004, Defendant JEFFREY EPSTEIN directed Jane Doe #3, who was then a sixteen- or seventeen-year-old girl, to straddle an adult female and to touch the adult female's breasts.

(24) In or around 2004, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of an adult female in the presence of Jane Doe #3, who was then a sixteen- or seventeen-year-old girl.

(25) In or around 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #3.

(26) In or around 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #3 to rub his nipples.

**F** (27) In or around 2004, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of Jane Doe #3, who was then a sixteen- or seventeen-year-old girl.

(28) In or around 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #3 to recruit additional females to come to 358 El Brillo Way.

D (29) On or about November 8, 2004, one of Defendant JEFFREY EPSTEIN's employees prepared a written telephone message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from Jane Doe #3 that read: "I have a female for him."

(30) On or about January 14, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #3.

(31) On or about January 29, 2005, one of Defendant JEFFREY EPSTEIN's employees prepared a written telephone message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from Jane Doe #3 that read: "I have a female for him."

**Jane Does #4, #5, and #6**

(32) In or around the first half of 2004, Defendant [REDACTED] led Jane Doe #4 and Jane Doe #5 to Defendant JEFFREY EPSTEIN's bedroom at 358 El Brillo Way.

F (33) In or around the first half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #4 about her age, and Jane Doe #4 responded with her true age.

(34) In or around the first half of 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #4, who was then a seventeen-year-old-girl, and Jane Doe #5, who was then a seventeen-year-old girl.

(35) In or around the first half of 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #4, who was then a seventeen-year-old girl, to play with his nipples.

(36) In or around the first half of 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #4, who was then a seventeen-year-old girl, to remove her clothing.

(37) In or around the first half of 2004, Defendant JEFFREY EPSTEIN stroked the vagina of Jane Doe #4, who was then a seventeen-year-old girl.

(38) In or around the first half of 2004, Defendant JEFFREY EPSTEIN paid \$200 to Jane Doe #4.

(39) In or around the first half of 2004, Defendant JEFFREY EPSTEIN paid \$200 to Jane Doe #5.

(40) In or around the first half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #6 what high school she attended.

(41) In or around the first half of 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #4 to leave so that Jane Doe #6 could massage him alone.

(42) In or around the first half of 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #6, who was then a sixteen-year-old girl.

D (43) In or around the first half of 2004, Defendant JEFFREY EPSTEIN digitally penetrated Jane Doe #6, who was then a sixteen-year-old girl.

(44) In or around the first half of 2004, Defendant JEFFREY EPSTEIN placed a large vibrating massager on the vagina of Jane Doe #6, who was then a sixteen-year-old girl.

R (45) In or around the first half of 2004, Defendant JEFFREY EPSTEIN caused a payment of \$200 to be paid to Jane Doe #6.

**Jane Does #7 and #8**

(46) In or around July 2004, Defendant JEFFREY EPSTEIN led T.M., who was then a fifteen-year-old girl, and Jane Doe #7, who was then a sixteen-years-old girl, from the kitchen of 358 El Brillo Way upstairs to Defendant JEFFREY EPSTEIN's bedroom at 358 El Brillo Way.

(47) On or about July 4, 2004, Defendant [REDACTED] made one or more telephone calls to a telephone used by Jane Doe #7.

(48) On or about July 5, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by T.M.

(49) In or around July 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #8, who was then a seventeen-year-old girl.

D (50) In or around July 2004, Defendant JEFFREY EPSTEIN stroked the vagina of Jane Doe #8, who was then a seventeen-year-old girl.

(51) In or around July 2004, Defendant JEFFREY EPSTEIN paid approximately \$200 to Jane Doe #8.

(52) In or around July 2004, Defendant JEFFREY EPSTEIN paid \$200 to T.M. for recruiting Jane Doe #8 to travel to 358 El Brillo Way.

(53) In or around July 2004, Defendant [REDACTED] told Jane Doe #8 that Defendant JEFFREY EPSTEIN would pay Jane Doe #8 if she returned with a friend.

(54) On or about July 15, 2004, Defendant [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #7.

(55) On or about July 15, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #8.

(56) On or about July 15, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by T.M.

(57) On or about July 16, 2004, Defendant [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #7.

(58) On or about July 16, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by T.M.

D (59) On or about July 17, 2004, one of Defendant JEFFREY EPSTEIN's employees prepared a written telephone message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from T.M. that read: "Me & [Jane Doe #7] can come tomorrow any time or [T.M.] alone".

(60) In or around July 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #7, who was then a sixteen-year-old girl.

(61) In or around July 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #7, who was then a sixteen-year-old girl, to rub his nipples.

(62) In or around July 2004, Defendant JEFFREY EPSTEIN stroked the vagina of Jane Doe #7, who was then a sixteen-year-old girl.

(63) In or around July 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #7.

(64) In or around July 2004, Defendant JEFFREY EPSTEIN told Jane Doe #7 that if she reported to anyone what had occurred at Defendant JEFFREY EPSTEIN's home, bad things could happen to her.

(65) On or about July 24, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #8.

T

**Jane Does #9 and #10**

(66) On or about July 15, 2004, Defendant SARAH KELLEN placed one or more telephone calls to a telephone used by Jane Doe #9.

(67) On or about July 16, 2004, Defendant [REDACTED] caused Jane Doe #9 to make one or more telephone calls to a telephone used by Jane Doe #10.

(68) On or about July 17, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #9.

(69) On or about July 18, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #9.

(70) On or about July 22, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #9.

(71) In or around July 2004, Defendant JEFFREY EPSTEIN fondled the breasts of Jane Doe #9, who was then a seventeen-year-old girl.

(72) In or around July 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #9, who was then a seventeen-year-old girl.

(73) In or around July 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #9.

(74) On or about July 22, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #10.

(75) In or around the last half of 2004, Defendants JEFFREY EPSTEIN and NADIA MARCINKOVA engaged in oral sex and sexual intercourse in the presence of Jane Doe #9, who was then a seventeen-year-old girl.

(76) In or around the last half of 2004, Defendant JEFFREY EPSTEIN forcibly inserted his penis into the vagina of Jane Doe #9, who was then a seventeen-year-old girl.

(77) In or around the last half of 2004, Defendant JEFFREY EPSTEIN made a payment of \$300 to Jane Doe #9.

(78) In or around the last half of 2004, Defendant JEFFREY EPSTEIN rubbed the vagina of Jane Doe #10, who was then a seventeen-year-old girl.

(79) In or around the last half of 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #10.

(80) On or about November 28, 2004, Defendant JEFFREY EPSTEIN arranged for one of his employees to provide an envelope filled with cash to Jane Doe #9.

(81) On or about December 4, 2004, Defendant [REDACTED] provided a written message to Defendant JEFFREY EPSTEIN regarding Jane Does # 9 and 10, stating: “[Jane Doe #10] would like to work @ 4:00 pm if possible. [[Jane Doe #9] is scheduled for 5:00 today.] the movie is @ 7:30”.

(82) On or about December 29, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #9.

(83) On or about December 30, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] caused the purchase of Broadway tickets as an eighteenth birthday gift for Jane Doe #9.

(84) In or around the last half of 2004 or January 2005, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #10, who was then a seventeen-year-old girl.

(85) In or around the last half of 2004 or January 2005, Defendant JEFFREY EPSTEIN fondled the breasts of Jane Doe #10, who was then a seventeen-year-old girl.

(86) On or about January 14, 2005, Defendant [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #10.

(87) On or about January 27, 2005, Defendant [REDACTED], a/k/a [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #10.

(88) On or about January 28, 2005, Defendant [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #10.

(89) On or about February 1, 2005, Defendant [REDACTED] placed one or more telephone calls to a telephone used by Jane Doe #10.

(90) In or around February 2005, Defendant JEFFREY EPSTEIN caused a payment of \$200 to be made to Jane Doe #9 for recruiting Jane Doe #16 to travel to 358 El Brillo Way.

**Jane Doe #11**

(91) In or around 2004, Defendant JEFFREY EPSTEIN told Jane Doe #11 that he would pay her to find and bring him more girls.

(92) In or around 2004, Defendant JEFFREY EPSTEIN paid \$200 to Jane Doe #11 for recruiting a minor female to travel to his New York home.

(93) In or around 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #11 when she would be getting more girls.

(94) On or about April 5, 2005, one of Defendant JEFFREY EPSTEIN's employees prepared a written message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from Jane Doe #11 that read: "Re does she have any new friends you can meet – I was away over the weekend so I have not spoken to anyone new. But, [unidentified Jane Doe] will be around later today and I know she really wants to work. The others should be back around Thursday. Let me know about [unidentified Jane Doe]."

(95) On or about June 22, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #11.

**Jane Does #12 and #13**

(96) On or about August 2, 2004, an employee of Defendant JEFFREY EPSTEIN prepared a written telephone message for Defendant JEFFREY EPSTEIN's review regarding a telephone call received from T.M. and Jane Doe #12 that stated: "They are available all weekend and maybe [Jane Doe #13] too".

(97) On or about August 21, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #13.

D (98) In or around the last half of 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #12, who was then a seventeen-year-old girl.

(99) In or around the last half of 2004, Defendant JEFFREY EPSTEIN digitally penetrated Jane Doe #12, who was then a seventeen-year-old girl.

(100) In or around the last half of 2004, Defendant JEFFREY EPSTEIN attempted to place a massaging device on the vagina of Jane Doe #12, who was then a seventeen-year-old girl.

(101) In or around the last half of 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #12.

(102) In or around the last half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #12, who was then a seventeen-year-old girl, about her age.

(103) In or around the last half of 2004, Defendant JEFFREY EPSTEIN told Jane Doe #12 that he would take her to Los Angeles when she turned eighteen.

(104) In or around the last half of 2004, Defendants JEFFREY EPSTEIN and [REDACTED] caused Jane Doe #12 to recruit Jane Doe #13 to travel to 358 El Brillo Way.

(105) In or around the last half of 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #13, who was then a seventeen-year-old girl.

(106) In or around the end of 2004, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of Jane Doe #13, who was then a seventeen-year-old girl.

(107) In or around the last half of 2004, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #13.

(108) In or around the last half of 2004, Defendant JEFFREY EPSTEIN digitally penetrated Jane Doe #13, who was then a seventeen-year-old girl.

(109) In or around the last half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #13, who was then a seventeen-year-old girl, about her age.

(110) In or around the last half of 2004, Defendant JEFFREY EPSTEIN told Jane Doe #13 that he wanted to take her to Paris but he could not because Jane Doe #13 was not yet eighteen years old.

(111) In or around the last half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #13 to bring her friends to his home, especially “girls who looked like [Jane Doe #13].”

**Jane Doe #14**

(112) In or around the last half of 2004, Defendant [REDACTED] led Jane Doe #14 from the kitchen of 358 El Brillo Way upstairs to Defendant JEFFREY EPSTEIN’s bedroom at 358 El Brillo Way.

(113) In or around the last half of 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #14 to provide her telephone number.

(114) In or around the last half of 2004, Defendant JEFFREY EPSTEIN instructed Jane Doe #14, who was then a seventeen-year-old girl, to pinch his nipples.

D (115) In or around the last half of 2004, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #14, who was then a seventeen-year old girl.

(116) In or around the last half of 2004, Defendant JEFFREY EPSTEIN made a payment of \$300 to Jane Doe #14.

(117) In or around the end of 2004 and the beginning of 2005, Defendant JEFFREY EPSTEIN digitally penetrated Jane Doe #14, who was then a seventeen-year-old girl.

(118) In or around the end of 2004 and the beginning of 2005, Defendant JEFFREY EPSTEIN asked Jane Doe #14, who was then a seventeen-year-old girl, whether she had any plans for her eighteenth birthday and acknowledged that she had not yet turned eighteen.

(119) On or about December 23, 2004, Defendant JEFFREY EPSTEIN caused a Western Union wire transfer order to be sent to Jane Doe #14.

(120) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of Jane Doe #14, who was then a seventeen-year-old girl.

(121) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN engaged in sexual intercourse with Jane Doe #14, who was then a seventeen-year-old girl.

(122) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN performed oral sex on Jane Doe #14, who was then a seventeen-year-old girl.

**D** (123) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN made a payment of \$600 to Jane Doe #14.

(124) On or about January 8, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #14.

(125) On or about January 9, 2005, Defendant [REDACTED], a/k/a “Adriana Mucinska,” placed a telephone call to a telephone used by Jane Doe #14.

(126) On or about January 26, 2005, one of Defendant JEFFREY EPSTEIN’s employees prepared a written telephone message for Defendant [REDACTED] review regarding a call received from Jane Doe #14 that read: “She is confirming for 5:30”.

**A** (127) On or about January 26, 2005, Defendant [REDACTED], a/k/a “[REDACTED]” placed a telephone call to a telephone used by Jane Doe #14.

(128) On or about February 1, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #14.

**F** (129) On or about March 1, 2005, Defendant [REDACTED], a/k/a “[REDACTED]” placed a telephone call to a telephone used by Jane Doe #14.

(130) On or about March 21, 2005, Defendant [REDACTED] a/k/a “[REDACTED]” placed a telephone calls to a telephone used by Jane Doe #14.

(131) On or about March 29, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #14.

**Jane Doe #15**

(132) On or about December 6, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(133) On or about December 14, 2004, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(134) In or around the first half of 2005, Defendant [REDACTED] led Jane Doe #15 from the kitchen of 358 El Brillo Way upstairs to Defendant JEFFREY EPSTEIN's bedroom at 358 El Brillo Way.

(135) In or around the first half of 2005, Defendant JEFFREY EPSTEIN instructed Jane Doe #15, who was then a seventeen-year-old girl, to pinch his nipples while he masturbated.

(136) In or around the first half of 2005, Defendant JEFFREY EPSTEIN fondled the breasts of Jane Doe #15.

(137) In or around the first half of 2005, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #15.

(138) On or about January 7, 2005, Defendant [REDACTED], a/k/a "[REDACTED]" placed a telephone call to a telephone used by Jane Doe #15.

(139) On or about February 4, 2005, Defendant S [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

D (140) On or about February 10, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(141) On or about February 21, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(142) On or about February 24, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(143) On or about March 17, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(144) On or about March 30, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(145) On or about March 31, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(146) On or about March 31, 2005, Defendant [REDACTED] a/k/a [REDACTED] placed a telephone call to a telephone used by Jane Doe #15.

(147) On or about April 1, 2005, one of Defendant JEFFREY EPSTEIN's employees prepared a note for Defendant JEFFREY EPSTEIN's review that read: "10:30 [Jane Doe #15]/[Jane Doe #10] on Fri around 2'Oclock".

(148) In or around June 2005, Defendant JEFFREY EPSTEIN provided Jane Doe #15 with a gift of Victoria's Secret lingerie for her eighteenth birthday.

**Jane Does #16 & #17**

(149) In or around February 2005, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #16, who was then a seventeen-year-old girl.

(150) In or around the first quarter of 2005, Defendants JEFFREY EPSTEIN and [REDACTED] caused Jane Doe #16 to place a telephone call to Jane Doe #17 to ask her to travel to 358 El Brillo Way.

(151) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN caused a payment to be made to Jane Doe #16 for recruiting Jane Doe #17 to travel to 358 El Brillo Way.

(152) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #17, who was then a sixteen-year-old girl.

(153) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN instructed Jane Doe #17, who was then a sixteen-year-old girl, to remove all of her clothing.

(154) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of Jane Doe #17, who was then a sixteen-year-old girl.

(155) In or around the first quarter of 2005, Defendant JEFFREY EPSTEIN made a payment of \$200 to Jane Doe #17, who was then a sixteen-year-old girl.

(156) In or around the first nine months of 2005, Defendant JEFFREY EPSTEIN placed a massaging device on the vagina of Jane Doe #16, who was then a seventeen-year-old girl.

(157) In or around the first nine months of 2005, Defendant JEFFREY EPSTEIN asked Jane Doe #16, who was then a seventeen-year-old girl, how old she was, and she responded that she was seventeen years old.

(158) In or around the first nine months of 2005, Defendant JEFFREY EPSTEIN engaged in sexual activity with Defendant [REDACTED] in the presence of Jane Doe #16, who was then a seventeen-year-old girl.

(159) In or around the first nine months of 2005, Defendant JEFFREY EPSTEIN asked Jane Doe #16, who was then a seventeen-year-old girl, to touch the breast of Defendant [REDACTED].

(160) On or about April 11, 2005, Defendant [REDACTED], a/k/a [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(161) On or about April 11, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(162) On or about April 11, 2005, Defendant [REDACTED] left a message for Defendant JEFFREY EPSTEIN stating: “[Jane Doe #16] can work tomorrow at 4pm.”

(163) On or about May 19, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(164) On or about June 30, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(165) On or about July 2, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(166) On or about July 22, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(167) On or about August 18, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(168) On or about August 19, 2005, Defendant [REDACTED] a/k/a [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(169) On or about August 21, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(170) On or about September 3, 2005, Defendant [REDACTED] a/k/a [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(171) On or about September 18, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(172) On or about September 19, 2005, Defendant [REDACTED] sent a text message to a telephone used by Jane Doe #16.

(173) On or about September 29, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(174) On or about September 30, 2005, Defendant [REDACTED] a/k/a "[REDACTED]," placed a telephone call to a telephone used by Jane Doe #16.

D (175) On or about October 1, 2005, Defendant [REDACTED] left a telephone message for Defendant JEFFREY EPSTEIN stating: "[Jane Doe #15] confirmed at 11 AM and [Jane Doe #16] – 4PM".

(176) On or about October 2, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

R (177) On or about October 3, 2005, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #16.

(178) On or about October 3, 2005, Defendant SARAH KELLEN left a telephone message for Defendant JEFFREY EPSTEIN stating: "[Jane Doe #16] will be ½ hour late".

A (179) In or around the first week of October, 2005, Defendant JEFFREY EPSTEIN engaged in sexual intercourse with Jane Doe #16, who was then a seventeen-year-old girl.

(180) In or around the first week of October, 2005, Defendant JEFFREY EPSTEIN made a payment of \$350.00 to Jane Doe #16, who was then a seventeen-year-old girl.

(181) In or around the first week of October, 2005, Defendant JEFFREY EPSTEIN provided a gift of Victoria's Secret lingerie to Jane Doe #16 for her eighteenth birthday.

**Jane Does #18 and #19**

(182) In or around the last half of 2003, Jane Doe #18 was approached by A.F. and was asked whether she would be willing to provide a massage to Defendant JEFFREY EPSTEIN in exchange for \$200.

(183) In or around the last half of 2003, Defendant JEFFREY EPSTEIN asked Jane Doe #18 to provide her telephone number.

(184) On or around August 27, 2003, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #18.

(185) In or around the last half of 2003, Defendant JEFFREY EPSTEIN masturbated in the presence of Jane Doe #18, who was then a seventeen-year-old-girl.

(186) On or around November 16, 2003, Defendant [REDACTED] placed a telephone call to a telephone used by Jane Doe #18.

(187) In or around the last half of 2003, Defendant JEFFREY EPSTEIN digitally penetrated Jane Doe #18, who was then a seventeen-year-old-girl.

(188) In or around the last half of 2003, Defendant JEFFREY EPSTEIN asked Jane Doe #18 to recruit other females to travel to 358 El Brillo Way.

(189) On or about March 5, 2004, Defendant JEFFREY EPSTEIN asked Jane Doe #19, who was then a seventeen-year-old girl, to leave when she refused to remove her shirt.

(190) On or about March 5, 2004, Defendant JEFFREY EPSTEIN verbally reprimanded Jane Doe #18 for bringing Jane Doe #19 to 358 El Brillo Way when she was not willing to undress for him.

**The Defendants' Travel**

(191) On or about March 11, 2004, Defendants JEFFREY EPSTEIN, [REDACTED] [REDACTED] and [REDACTED] traveled from Teterboro, New Jersey, to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(192) On or about May 1, 2004, Defendants JEFFREY EPSTEIN, SARAH KELLEN, and [REDACTED] traveled from New York, New York to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(193) On or about May 14, 2004, Defendants JEFFREY EPSTEIN, SARAH KELLEN, and [REDACTED] traveled from Canada to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(194) On or about June 11, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Chicago, Illinois to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(195) On or about June 20, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from the U.S. Virgin Islands to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(196) On or about July 4, 2004, Defendants JEFFREY EPSTEIN, [REDACTED] [REDACTED] and [REDACTED] traveled from Aspen, Colorado to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(197) On or about July 16, 2004, Defendants JEFFREY EPSTEIN, [REDACTED] [REDACTED], and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(198) On or about July 22, 2004, Defendants JEFFREY EPSTEIN, SARAH KELLEN, and [REDACTED] traveled from the U.S. Virgin Islands to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(199) On or about August 19, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Van Nuys, California to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(200) On or about August 25, 2004, Defendants JEFFREY EPSTEIN, [REDACTED] and [REDACTED] traveled from Ecuador to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(201) On or about October 2, 2004, Defendants JEFFREY EPSTEIN, [REDACTED] [REDACTED] and [REDACTED] traveled from the U.S. Virgin Islands to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(202) On or about October 29, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(203) On or about November 10, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(204) On or about November 18, 2004, Defendants JEFFREY EPSTEIN, [REDACTED], a/k/a "[REDACTED]" and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(205) On or about December 3, 2004, Defendants JEFFREY EPSTEIN, [REDACTED], and [REDACTED], a/k/a "[REDACTED]" traveled from New York, New York to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(206) On or about December 13, 2004, Defendant JEFFREY EPSTEIN traveled from the U.S. Virgin Islands to Palm Beach County, Florida, aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(207) On or about December 17, 2004, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(208) On or about January 1, 2005, Defendants JEFFREY EPSTEIN, [REDACTED] and [REDACTED] traveled from Anguilla, British West Indies to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(209) On or about January 6, 2005, Defendant JEFFREY EPSTEIN traveled from Teterboro, New Jersey to Palm Beach County, Florida, aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(210) On or about January 14, 2005, Defendants JEFFREY EPSTEIN, SARAH KELLEN, [REDACTED] a/k/a [REDACTED] and [REDACTED] traveled from the U.S. Virgin Islands to Palm Beach County, Florida, aboard the Boeing 727 aircraft owned by JEJE, INC.

(211) On or about January 19, 2005, Defendants JEFFREY EPSTEIN, [REDACTED] a/k/a "[REDACTED]" and [REDACTED] traveled from New York, New York to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEJE, INC.

( [REDACTED] ) On or about February 3, 2005, Defendants JEFFREY EPSTEIN, [REDACTED], and [REDACTED] A traveled from Columbus, Ohio, to Palm Beach County, Florida, aboard the Boeing 727 aircraft owned by JEJE, INC.

(213) On or about February 10, 2005, Defendants JEFFREY EPSTEIN, [REDACTED], a/k/a [REDACTED], and [REDACTED]

[REDACTED] traveled from New York, New York to Palm Beach County, Florida, aboard the Boeing 727 aircraft owned by JEGE, INC.

(214) On or about February 21, 2005, Defendants JEFFREY EPSTEIN, [REDACTED], and [REDACTED] traveled from the U.S. Virgin Islands to Palm Beach County, Florida, aboard the Boeing 727 aircraft owned by JEGE, INC.

(215) On or about February 24, 2005, Defendants JEFFREY EPSTEIN, SARAH KELLEN, and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida, aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(216) On or about March 4, 2005, Defendants JEFFREY EPSTEIN, ADRIANA ROSS, a/k/a "Adriana Mucinska," and [REDACTED] traveled from New York, New York to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(217) On or about March 18, 2005, Defendant JEFFREY EPSTEIN traveled from New York, New York to Palm Beach County, Florida aboard the Boeing 727 aircraft owned by JEGE, INC.

(218) On or about March 31, 2005, Defendant JEFFREY EPSTEIN traveled from New York, New York to Palm Beach County, Florida, aboard the Boeing 727 aircraft owned by JEGE, INC.

(219) On or about May 19, 2005, Defendants JEFFREY EPSTEIN, [REDACTED] and [REDACTED] a/k/a "[REDACTED]" traveled from Teterboro, New Jersey to Palm Beach County, Florida, aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(220) On or about June 30, 2005, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(221) On or about July 22, 2005, Defendants JEFFREY EPSTEIN and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(222) On or about August 18, 2005, Defendants JEFFREY EPSTEIN, [REDACTED] a/k/a "[REDACTED]" and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(223) On or about September 3, 2005, Defendants JEFFREY EPSTEIN and [REDACTED], a/k/a "[REDACTED]" traveled from the U.S. Virgin Islands to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

(224) On or about September 18, 2005, Defendants JEFFREY EPSTEIN, [REDACTED] and [REDACTED] a/k/a "[REDACTED]," traveled from

Westchester County, New York to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

**D** (225) On or about September 29, 2005, Defendants JEFFREY EPSTEIN, [REDACTED], a/k/a [REDACTED] and [REDACTED] traveled from Teterboro, New Jersey to Palm Beach County, Florida aboard the Gulfstream aircraft owned by Hyperion Air, Inc.

All in violation of Title 18, United States Code, Section 371.

**R**  
**COUNTS 2 THROUGH 10**  
**(Sex Trafficking: 18 U.S.C. § 1591(a)(1))**

31. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

32. On or about the dates enumerated as to each count listed below, the exact dates being unknown to the Grand Jury, in **A** Palm Beach County, in the Southern District of Florida, and elsewhere, the Defendants listed below did knowingly, in and affecting interstate and foreign commerce, recruit, entice, provide, and obtain by any means a person, that is, the person in each count listed below, 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. § **F** 1591(c)(1):

Count	Date(s)	Minor Involved	Defendant(s)
2	2001 - 2004	Jane Doe #2	JEFFREY EPSTEIN SARAH KELLEN

Count	Date(s)	Minor Involved	Defendant(s)
3	January 2004 through July 2004	Jane Doe #4	JEFFREY EPSTEIN [REDACTED]
4	July 2004 through December 29, 2004	Jane Doe #9	JEFFREY EPSTEIN [REDACTED]
5	July 2004 through January 31, 2005	Jane Doe #10	JEFFREY EPSTEIN [REDACTED]
6	Mid-2004 through April 22, 2005	Jane Doe #12	JEFFREY EPSTEIN [REDACTED]
7	August 2004 through May 27, 2005	Jane Doe #13	JEFFREY EPSTEIN [REDACTED]
8	November 2004 through March 2005	Jane Doe #14	JEFFREY EPSTEIN [REDACTED] a/k/ [REDACTED]
9	December 2004 through June 5, 2005	Jane Doe #15	JEFFREY EPSTEIN [REDACTED]
10	February 2005 through first week of October 2005	Jane Doe #16	JEFFREY EPSTEIN [REDACTED] a h

All in violation of Title 18, United States Code, Sections 1591(a)(1) and 2.

**COUNT 11**  
**(Sex Trafficking: 18 U.S.C. § 1591(a)(2))**

33. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

34. From at least as early as in or about 2001 through in or about October 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

[REDACTED]  
[REDACTED] a/k/a "[REDACTED]"  
and  
[REDACTED]

did knowingly benefit, financially or by receiving anything of value, from participation in a venture, as defined in 18 U.S.C. § 1591(c)(3), which had engaged in an act described in violation of 18 U.S.C. § 1591(a)(1), that is, the recruiting, enticing, providing, and obtaining by any means a person, in or affecting interstate commerce, knowing that the person or persons 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)(2), 1591(b)(2), and 2.

**COUNT 12**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

35. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

36. From in or around the spring of 2003 through on or about October 2, 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN  
and  
[REDACTED]

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #3, who was a person who had not attained the age of 18 years, to engage in prostitution and in a sexual activity for which a person can be charged with a criminal offense, that is violations of Florida Statutes Sections 800.04(5)(a), 800.04(6)(a), and 800.04(7)(a); in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 13**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

37. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

38. In or around July 2004, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN  
and  
[REDACTED]

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #7, who was a person who had not attained the age of

18 years, to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 14**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

39. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

40. From in or around July 2004 through in or around October 2004, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN  
and

[REDACTED]

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #8, who was a person who had not attained the age of 18 years, to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 15**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

41. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

42. From in or around July 2004 through on or around December 29, 2004, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN

and

S [REDACTED],

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #9, who was a person who had not attained the age of 18 years, to engage in prostitution and in a sexual activity for which a person can be charged with a criminal offense, that is a violation of Florida Statutes Section 794.05; in violation of Title 18, United States Code, Sections 2422(b) and 2.

R

COUNT 16

**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

43. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

44. From in or around July 2004 through on or about January 31, 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN

and

[REDACTED]

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #10, who was a person who had not attained the age of 18 years, to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2.

T



did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #13, who was a person who had not attained the age of 18 years, to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 19**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

49. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

50. From in or around November 2004 through in or around March 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN,  
[REDACTED],  
and [REDACTED] a/k/a "[REDACTED]"

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #14, who was a person who had not attained the age of 18 years, to engage in prostitution and in a sexual activity for which a person can be charged with a criminal offense, that is a violation of Florida Statutes Section 794.05; in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 20**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

51. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

52. From in or around December 2004 through on or about June 5, 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

R  
JEFFREY EPSTEIN,  
[REDACTED] and  
[REDACTED] a/k/a "[REDACTED]"

did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #15, who was a person who had not attained the age of 18 years, to engage in prostitution, in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 21**  
**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

53. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

54. From in or around February 2005 through in or around the first week of October 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN,

[REDACTED]  
[REDACTED] a/k/a "[REDACTED]"

and [REDACTED]

D  
did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce or entice Jane Doe #16, who was a person who had not attained the age of 18 years, to engage in prostitution and in a sexual activity for which a person can be charged with a criminal offense, that is a violation of Florida Statutes Section 794.05; in violation of Title 18, United States Code, Sections 2422(b) and 2.

**COUNT 22**

**(Enticement of a Minor: 18 U.S.C. § 2422(b))**

55. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

A  
56. From in or around February 2005 through in or around April 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendants,

JEFFREY EPSTEIN,

[REDACTED] and  
[REDACTED] a/k/a "[REDACTED]"

T  
did use a facility or means of interstate commerce, that is, the telephone, to knowingly persuade, induce and entice Jane Doe #17, who was a person who had not attained the age of 18 years, to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2.



did knowingly and willfully conspire with each other and 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 another person, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e).

**COUNT 25**

**(Facilitation of Unlawful Travel of Another: 18 U.S.C. § 2423(d))**

61. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

62. From at least as early as in or about 2001 through in or around October 2005, the exact dates being unknown to the Grand Jury, in Palm Beach County, in the Southern District of Florida, and elsewhere, the Defendant,

[REDACTED]

did, for the purpose of commercial advantage or private financial gain, arrange and facilitate the travel of a person, that is Defendant Jeffrey Epstein, knowing that such person was traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f); in violation of Title 18, United States Code, Section 2423(d).

**COUNTS 26 THROUGH 29**

**(Travel to Engage in Illicit Sexual Conduct: 18 U.S.C. § 2423(b))**

63. Paragraphs 1 through 25 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

64. On or about the dates enumerated as to each count listed below, from a place outside the Southern District of Florida to a place inside the Southern District of Florida, the

Defendant(s) listed below traveled in interstate commerce for the purpose of engaging in illicit sexual conduct as defined in 18 U.S.C. § 2423(f), with a person under 18 years of age, that is, the person(s) listed in each count below:

Count	Date(s)	Minor(s) Involved	Defendant(s)
26	7/16/2004	Jane Doe #7 Jane Doe #8 Jane Doe #9 Jane Doe #10	JEFFREY EPSTEIN [REDACTED]
27	3/31/2005	Jane Doe #14 Jane Doe #15 Jane Doe #16	JEFFREY EPSTEIN [REDACTED]
28	9/18/2005	Jane Doe #16	JEFFREY EPSTEIN [REDACTED]
29	9/29/05	Jane Doe #16	JEFFREY EPSTEIN [REDACTED]

All in violation of Title 18, United States Code, Sections 2423(b) and 2.

**FORFEITURE 1**

Upon conviction of the violation alleged in Count 1 of this indictment, the defendants, JEFFREY EPSTEIN, S [REDACTED], [REDACTED] a/k/a "[REDACTED]" and [REDACTED] shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to the violation.

Pursuant to Title 28, United States Code, Section 2461; Title 18, United States Code, Section 981(a)(1)(C); and Title 21, United States Code, Section 853.

If the property described above as being subject to forfeiture, as a result of any act or omission of the defendants, JEFFREY EPSTEIN, [REDACTED], [REDACTED] a/k/a "[REDACTED]," and [REDACTED]

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

All pursuant to Title 28 United States Code, Section 2461; Title 18, United States Code, Section 981(a)(1)(C); and Title 21 United States Code, Section 853.

### FORFEITURE 2

Upon conviction of any of the violations alleged in Counts 12-29 of this indictment, the defendants, JEFFREY EPSTEIN, [REDACTED], [REDACTED] a/k/a "[REDACTED]" [REDACTED] and [REDACTED] shall forfeit to the United States any property, real or personal, constituting or traceable to gross profits or other proceeds obtained from such

offense; and any property, real or personal, used or intended to be used to commit or to promote the commission of such offense, including but not limited to the following:

**D** a. A parcel of land located at 358 El Brillo Way, Palm Beach, Florida 33480, including all buildings, improvements, fixtures, attachments, and easements found therein or thereon, and more particularly described as:

Being all of Lot 40 and the West 24.3 feet of Lot 39, El Bravo Park, as recorded in Plat Book 9, Page 9, in the records of Palm Beach County, Florida and

**R**  
BEING that portion lying West of Lot 40, El Bravo Park, in Section 27, Township 43 South, Range 43 East, as recorded in Plat Book 9, Page 9, Public Records of Palm Beach County, Florida, being bounded on the West by the West side of an existing concrete seawall and the northerly extension thereof as shown on the Adair & Brady, Inc., drawing IS-1298, dated March 25, 1981, and bounded on the East by the shoreline as shown on the plat of El Bravo Park, and bounded on the North and South by the Westerly extensions of the North and South lines respectively of Lot 40, containing 0.07 acres, more or less.

**A**  
Pursuant to Title 18, United States Code, Section 2253.

If any of the forfeitable property described in the forfeiture section of this indictment, as a result of any act or omission of the defendants JEFFREY EPSTEIN, [REDACTED], [REDACTED], a/k/a [REDACTED],” and [REDACTED],

- F**
- (a) cannot be located upon the exercise of due diligence;
  - (b) has been transferred or sold to, or deposited with, a third person;
  - (c) has been placed beyond the jurisdiction of the Court;
  - (d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 2253(o), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 2253.

**FORFEITURE 3**

Upon conviction of any of the violations alleged in Counts 2-11 of this indictment, the defendants, JEFFREY EPSTEIN, [REDACTED] a/k/a [REDACTED]

[REDACTED] and [REDACTED] shall forfeit to the United States any property, real or personal, that was used or intended to be used to commit or to facilitate the commission of such violation; and any property, real or personal, constituting or derived from any proceeds that such person obtained, directly or indirectly, as a result of such violation, including but not limited to the following:

a. A parcel of land located at 358 El Brillo Way, Palm Beach, Florida 33480, including all buildings, improvements, fixtures, attachments, and easements found therein or thereon, and more particularly described as:

Being all of Lot 40 and the West 24.3 feet of Lot 39, El Bravo Park, as recorded in Plat Book 9, Page 9, in the records of Palm Beach County, Florida and

BEING that portion lying West of Lot 40, El Bravo Park, in Section 27, Township 43 South, Range 43 East, as recorded in Plat Book 9, Page 9, Public Records of Palm Beach County, Florida, being bounded on the West by the

West side of an existing concrete seawall and the northerly extension thereof as shown on the Adair & Brady, Inc., drawing IS-1298, dated March 25, 1981, and bounded on the East by the shoreline as shown on the plat of El Bravo Park, and bounded on the North and South by the Westerly extensions of the North and South lines respectively of Lot 40, containing 0.07 acres, more or less.

Pursuant to Title 18, United States Code, Section 1594(b).

A TRUE BILL.

R

\_\_\_\_\_  
FOREPERSON

\_\_\_\_\_  
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

A. [REDACTED] \_\_\_\_\_  
ASSISTANT UNITED STATES ATTORNEY

F

T

MITG W/PEN STARR, RAA, JS,  
DREU

| | | | | | | |

MW Ken Starr, Alex Acosta, Jeff  
Slooman, Drew Costerbaum

Commerce .  
- communications  
- flow of money  
- travel

Alexander Hamilton  
Judge Bork  
Ed Meese

tripping federal jurisdiction

states are more flexible than federal  
statutes

in home of PB City person w/PB City girls  
computer  
prostitution has a voluntariness factor

footnote 1 in Evans

demonstrably unvindicated

staying under the radar for a reason

Jeffrey is a good person

Baum case in Alaska

- prior rapes  
- has a drug aspect

sex w/ underage prostitute where they took  
pictures

~~11~~  
~~20~~  
~~11~~

time  
probation  
restitution  
therapy  
charge

pictures  
sex tourism  
never done anything  
-

"appropriate place of confinement"  
w/ 24/7 surveillance + electronic  
monitoring

agg assault  
battery on a child

number of years of

therapy  
restitution

Marie,

Please call  
andy @ [REDACTED]

very very harsh punishment  
- your analysis should have included  
analysis of sentences

we are not civil attorneys  
guardian ad litem

do Matt's letter

~~18~~  
~~20~~  
~~25~~

time  
probation  
restitution  
therapy  
charge

pictures  
sex tourism  
never done anything  
-

"appropriate place of confinement"  
w/ 24/7 surveillance + electronic  
monitoring

agg assault  
battery on a child

number of years of probation to follow

therapy  
restitution

---

very very harsh punishment  
- your analysis should have included  
analysis of sentences

we are not civil attorneys  
guardian ad litem

do Matt's letter

INTERNAL CORR.

[REDACTED] (USAFLS)

---

From: [REDACTED] (USAFLS)  
Sent: Wednesday, November 28, 2007 4:35 PM  
To: [REDACTED] (USAFLS)  
Subject: Fw: Epstein

[REDACTED],  
Can u send Jay the proposed letter and redact the names? Thx, Jeff

-----  
Sent from my BlackBerry Wireless Handheld

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

From: Jay Lefkowitz [REDACTED] >  
To: [REDACTED] (USAFLS)  
Cc: Acosta, Alex (USAFLS)  
Sent: Wed Nov 28 16:29:09 2007  
Subject: Re: Epstein

Dear Jeff:

I received your email yesterday and was a little surprised at the tone of your letter, given the fact that we spoke last week and had what I thought was a productive meeting. I was especially surprised given that your letter arrived on only the second day back to work after the Thanksgiving Holiday, and yet your demands regarding timing suggest that I have been sitting on my hands for days.

You should know that the first time I learned about Judge Davis's selection of Podhurst and Josephsberg, and indeed the first time I ever heard their names, was in our meeting with you on Wednesday of last week. Nevertheless, I have now been able to confer with my client, and we have determined that the selection of Podhurst and Josephsberg are acceptable to us, reserving, of course, our previously stated objections to the manner in which you have interpreted the section 2255 portions of the Agreement.

We do, however, strongly and emphatically object to your sending a letter to the alleged victims. Without a fair opportunity to review and the ability to make objections to this letter, it is completely unacceptable that you would send it without our consideration. Additionally, given that the US Attorney's office has made clear it cannot vouch for the claims of the victims, it would be incendiary and inappropriate for your Office to send such a letter. Indeed, because it is a certainty that any such letter would immediately be leaked to the press, your actions will only have the effect of injuring Mr. Epstein and promoting spurious civil litigation directed at him. We believe it is entirely unprecedented, and in any event, inappropriate for the Government to be the instigator of such lawsuits.

Finally, we disagree with your view that you are required to notify the alleged victims pursuant to the Justice for All Act of 2004. First, 18 USC section 2255, the relevant statute under the Non-Prosecution Agreement for the settlement of civil remedies, does not have any connection to the Justice for All Act. Section 2255 was enacted as part of a different statute. Second, the Justice for All Act refers to restitution, and section 2255 is not a restitution statute. It is a civil remedy. As you know, we had offered to provide a restitution fund for the alleged victims in this matter; however that option was rejected by your Office. Had that option been chosen, we would not object to your notifying the alleged victims at this point. At this juncture, however, we do not accept your contention

that there is a requirement that the government notify the alleged victims of a potential civil remedy in this case.

Accordingly, for all the reasons we have stated above, we respectfully -- and firmly -- object to your sending any letter whatsoever to the alleged victims in this matter. Furthermore, if a letter is to be sent to these individuals, we believe we should have a right to review and make objections to that submission prior to it being sent to any alleged victims. We also request that if your Office believes that it must send a letter to go to the alleged victims, who still have not been identified to us, it should happen only after Mr. Epstein has entered his plea. This letter should then come from the attorney representative, and not from the Government, to avoid any bias.

As you know, Judge Starr has requested a meeting with Assistant Attorney General Fisher to address what we believe is the unprecedented nature of the section 2255 component of the Agreement. We are hopeful that this meeting will take place as early as next week. Accordingly, we respectfully request that we postpone our discussion of sending a letter to the alleged victims until after that meeting. We strongly believe that rushing to send any letter out this week is not the wisest manner in which to proceed. Given that Mr. Epstein will not even enter his plea for another few weeks, time is clearly not of the essence regarding any notification to the identified individuals.

Thanks very much,

Jay

"Sloman, Jeff (USAFLS)" <[REDACTED]>

11/27/2007 01:55 PM

To

"Jay Lefkowitz" <[REDACTED]> cc

"Acosta, Alex (USAFLS)" <[REDACTED]> Subject  
Epstein

Jay,

Please accept my apologies for not getting back to you sooner but I was a little under the weather yesterday. I hope that you enjoyed your Thanksgiving.

Regarding the issue of due diligence concerning Judge Davis' selection, I'd like to make a few observations. First, Guy Lewis has known for some time that Judge Davis was making reasonable efforts to secure Aaron Podhurst and Bob Josephsberg for this assignment. In fact, when I told you of Judge Davis's selection during our meeting last Wednesday, November 21st, you and Professor Dershowitz seemed very comfortable, and certainly not surprised, with the selection. Podhurst and Josephsberg are no strangers to nearly the entire Epstein defense team including Guy Lewis, Lili Ann Sanchez, Roy Black, and, apparently, Professor Dershowitz who said he knew Mr. Josephsberg from law school. Second, Podhurst and Josephsberg have long-standing stellar reputations for their legal acumen and ethics. It's hard for me to imagine how much more vetting needs to be done.

The United States has a statutory obligation (Justice for All Act of 2004) to notify the victims of the anticipated upcoming events and their rights associated with the agreement entered into by the United States and Mr. Epstein in a timely fashion. Tomorrow will make one full week since you were formally notified of the selection. I must insist that the vetting process come to an end. Therefore, unless you provide me with a good faith objection to Judge Davis's selection by COB tomorrow, November 28, 2007, I will authorize the notification of the victims. Should you give me the go-ahead on Podhurst and Josephsberg selection by COB tomorrow, I will simultaneously send you a draft of the letter. I intend to notify the victims by letter after COB Thursday, November 29th. Thanks,

Jeff

\*\*\*\*\*  
The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Kirkland & Ellis LLP or Kirkland & Ellis International LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to [postmaster@kirkland.com](mailto:postmaster@kirkland.com), and destroy this communication and all copies thereof, including all attachments.  
\*\*\*\*\*



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

December 14, 2007

DELIVERY BY UNITED STATES MAIL

Miss

Re: Crime Victims' Rights – Notification of Resolution of Epstein Investigation

Dear Miss :

Several months ago, I provided you with a letter notifying you of your rights as a victim pursuant to the Justice for All Act of 2004 and other federal legislation, including:

- (1) The right to be reasonably protected from the accused.
- (2) The right to reasonable, accurate, and timely notice of any public court proceeding involving the crime or of any release or escape of the accused.
- (3) The right not to be excluded from any public court proceeding, unless the court determines that your testimony may be materially altered if you are present for other portions of a proceeding.
- (4) The right to be reasonably heard at any public proceeding in the district court involving release, plea, or sentencing.
- (5) The reasonable right to confer with the attorney for the United States in the case.
- (6) The right to full and timely restitution as provided in law.
- (7) The right to proceedings free from unreasonable delay.
- (8) The right to be treated with fairness and with respect for the victim's dignity and privacy.

I am writing to inform you that the federal investigation of Jeffrey Epstein has been completed, and that Mr. Epstein and the U.S. Attorney's Office have reached an agreement containing the following terms.

First, Mr. Epstein agrees that he will plead guilty to two state offenses, including the offense of soliciting minors to engage in prostitution, which will require him to register as a sexual offender for the remainder of his life.

Second, Mr. Epstein has agreed to make a binding recommendation of 18 months' imprisonment to the state court judge who sentences him. Mr. Epstein will serve that sentence of imprisonment at the Palm Beach County Jail.

Third, Mr. Epstein has agreed that he will compensate you for damages you have suffered, under the following circumstances. That portion of the agreement that relates to those claims reads as follows:

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.

MISS  
DECEMBER 14, 2007  
PAGE 3

Pursuant to the terms of the agreement and an addendum, to assist you in making such a claim, the U.S. Attorney's Office has asked an independent Special Master to select attorneys to represent you. Those attorneys are Aaron Podhurst and Robert ("Bob") Josefsberg with the law firm of Podhurst Orseck, P.A. They can be reached at [REDACTED]. I anticipate that someone from their law firm will be contacting you shortly. I must also advise you that you are not obligated to use these attorneys. In fact, you have the absolute right to select your own attorney, so you can decide not to speak with Messrs. Podhurst/Josefsberg at all, or you can speak with them and decide at any time to use a different attorney. If you do decide to seek damages from Mr. Epstein and you decide to use Messrs. Podhurst/Josefsberg as your attorneys, Mr. Epstein will be responsible for paying attorney's fees incurred during the time spent trying to negotiate a settlement. If you are unable to reach a settlement with Mr. Epstein, you and Mr. Josefsberg can discuss how best to proceed.

As I mentioned above, as part of the resolution of the federal investigation, Mr. Epstein has agreed to plead guilty to state charges. Mr. Epstein's change of plea and sentencing will occur on January 4, 2007, at 8:30 a.m. before Judge Sandra K. McSorley, in Courtroom 11F at the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida. If you would like any further information regarding the state matter, please contact Assistant State Attorney Lanna Belohlavek at 561 355-7100.

Thank you for all of your help during the course of the investigation. If you have any questions or concerns, please do not hesitate to contact me at the number shown above or Special Agent Nesbitt Kuyrkendall at [REDACTED].

Sincerely,

R. Alexander Acosta  
United States Attorney

By:

A. [REDACTED]  
Assistant United States Attorney

cc: Assistant State Attorney Lanna Belohlavek  
Special Agent [REDACTED] F.B.I.  
Ms. [REDACTED] Victim-Witness Coordinator, U.S. Attorney's Office  
Robert Josefsberg, Esq.



U.S. Department of Justice

United States Attorney  
Southern District of Florida

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99 N.E. 4<sup>th</sup> Street  
Miami, FL 33132-2111  
(305) 961-9299  
Facsimile: (305) 530-6444

November 30, 2007

DELIVERY BY FACSIMILE

Kenneth W. Starr, Esq.  
Kirkland & Ellis LLP  
777 South Figueroa Street  
Los Angeles, CA 90017

Re: Jeffrey Epstein

Dear Mr. Starr:

I write in response to your letter of November 28, 2007, to Assistant Attorney General Fisher. There are a number of issues that must be addressed, but I believe that a history of the negotiations with the various counsel for Mr. Epstein would best illustrate how the Non-Prosecution Agreement was reached. I then will address some of your client's attempts to attack the agreement that he signed, and I finally will address how our Office intends to proceed.<sup>1</sup>

At the end of 2006, Guy Lewis contacted AUSA A. [REDACTED] when he learned that she was handling the federal investigation of Mr. Epstein. He asked to meet with her and she stated that she believed such a meeting would be premature. In December, [REDACTED] and Gerald Lefcourt again contacted AUSA [REDACTED] to set a meeting. AUSA [REDACTED] requested documents in advance of such a meeting, but the request was refused. Ms. Sanchez then contacted AUSA [REDACTED] who agreed to meet with Ms. Sanchez and Mr. Lefcourt. On February 1, 2007, Ms. Sanchez and Mr. Lefcourt met with AUSAs [REDACTED] and [REDACTED], as well as a member of the Federal Bureau of Investigation, presented defense counsel's view of the case, and promised a willingness to assist in the investigation. The Office was unpersuaded by their presentation, and the investigation continued.

By the late Spring and early Summer, the focus of the investigation left investigating the facts of the victims' claims and turned more to Mr. Epstein's background, his asserted defenses, co-

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<sup>1</sup>First Assistant U.S. Attorney [REDACTED] is sending a letter under separate cover addressing some of the items in the correspondence from you and Mr. Lefkowitz, since he has been directly involved in discussions of those issues.

conspirators, and possible witnesses who could corroborate the victims' statements. The investigation also began to look into financial aspects of the case, requiring the issuance of several subpoenas. At that time, Mr. Lefcourt began leveling accusations of improprieties with the investigation and sought a meeting with [REDACTED] who was then Chief of the Criminal Section. By that time, our Office had already received a proposed initial indictment package, which had been reviewed by the supervisors in our West Palm Beach Office and by attorneys with the Justice Department's Child Exploitation and Obscenity Section, but which was awaiting review by Mr. Menchel and FAUSA Sloman. The Office deferred presenting the indictment to the grand jury to accommodate your client's request for a meeting. The Office also agreed to wait several weeks for that meeting to occur to allow four of Mr. Epstein's attorneys to be present, and also provided Mr. Epstein's counsel with a list of the statutes that were the subject of the federal investigation.

On June 26, 2007, FAUSA Sloman, Mr. Menchel, AUSAs [REDACTED] and [REDACTED] and two Special Agents with the FBI met with four attorneys for Mr. Epstein, specifically, Alan Dershowitz, Roy Black, Gerald Lefcourt, and [REDACTED]. During that meeting, Professor Dershowitz and other members of the defense team presented legal and factual arguments against a federal indictment. Counsel for the defense also requested the opportunity to present written arguments, which was granted. The arguments and written materials provided by the defense were examined by the Office and rejected.

On July 31, 2007, FAUSA Sloman, Mr. Menchel, AUSAs [REDACTED] and [REDACTED] and two FBI agents again met with Roy Black, Gerald Lefcourt, and [REDACTED]. On that date, the Office presented a written sheet of terms that would satisfy the Office's federal interest in the case and discussed the substance of those terms. That term sheet is attached hereto. As you will note, one of those terms was:

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 the subject matter. 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.

During that meeting, the focus was on Mr. Epstein's unwillingness to spend time in prison, and various suggestions were raised by defense counsel, including the proposal that Mr. Epstein could serve a sentence of home confinement or probation. This was repeatedly mentioned by counsel for Mr. Epstein as being equivalent to a term of incarceration in a state or federal prison. Mr. Epstein's counsel mentioned their concerns about his safety in prison, and our Office offered to explore a plea to a federal charge to allow Mr. Epstein to serve his time in a federal facility. Counsel were also presented with a conservative estimate of the sentence that Mr. Epstein would face if he were convicted: an advisory guideline range of 188 - 235 months of imprisonment with a five-year

mandatory minimum prison term, to be followed by lifetime supervised release. Counsel was told that Mr. Epstein had two weeks to accept or reject the proposal.

Mr. Epstein's counsel, still dissatisfied with the Office's review of the case, demanded to meet with me and to have the opportunity to meet with someone in Washington, D.C. To accommodate Mr. Black, the meeting was put off until September 7, 2007, despite the fact that the indictment was ready for presentation to the grand jury. In the interim, AUSA Villafaña and the investigators met with the Chief of the Child Exploitation Section, Drew Oosterbaan, to review, yet again, the evidence and legal theories of prosecution. Chief Oosterbaan strongly supported the indictment and even offered to join the trial team and provide additional support from his Section.

On September 7, 2007, I met with you, Mr. Lefkowitz, and Ms. Sanchez, along with Chief Oosterbaan, FAUSA Sloman, and AUSAs McMillan and Villafaña.<sup>2</sup> You and other counsel for Mr. Epstein again presented arguments regarding the sufficiency of the federal interest in the case and other legal and factual issues. Your arguments were discussed afterwards and the unanimous opinion of all of the attorneys present was in favor of prosecution.

During the September 7<sup>th</sup> meeting, your co-counsel, Mr. Lefkowitz, also offered a plea resolution. His offer, in essence, was that your client be subject to home confinement at his Palm Beach home, using private security officers who would serve as "wardens," if necessary. Mr. Lefkowitz expressed the belief that such a sentence would be particularly appropriate because, as a wealthy white man, your client may be the subject of violence or extortion while in prison. Finally, both you and your co-counsel expressed the belief that Mr. Epstein's extensive charitable giving should be considered in our prosecution decision. I summarily rejected these proposals, and indicated that the twenty-four month offer presented previously by this Office stood. I should add that there were four other prosecutors present at the meeting, representing a combined experience of more than fifty years. Never had any of them heard, or heard of, an attorney making a similar argument, and especially not in a child exploitation case.

The issue of the inclusion of a restitution-type remedy for the victims pursuant to 18 U.S.C. § 2255 was specifically raised and discussed at the September 7<sup>th</sup> meeting, and you thanked AUSA Villafaña for bringing it to your attention as a novel approach to allowing the victims to receive essentially federal restitution while allowing a plea to a state charge.

After considering everything said and written by Mr. Epstein's legal defense team, and after conferring with Chief Oosterbaan, I informed you that we still intended to proceed to indictment. Since counsel had indicated a desire to appeal the matter to the Attorney General, the Deputy

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<sup>2</sup>I note that this meeting had been delayed several weeks to allow for Mr. Black's participation, yet he was not present.

Attorney General, or the Assistant Attorney General for the Criminal Division, I agreed to delay the presentation of the indictment for two weeks to allow you to speak with someone in Washington, D.C., if you so chose.

Instead, Mr. Epstein elected to negotiate the Non-Prosecution Agreement, and on September 12, 2007, counsel for the United States (AUSAs [REDACTED] Garcia, and [REDACTED]) and counsel for Mr. Epstein (Messrs. Lefcourt, Lefkowitz, and Goldberger) met with State Attorney Barry Krisher and Assistant State Attorney Lanna Belohlavek to discuss a plea to an Information in the state court that would satisfy the federal interest in the case. As noted on the term sheet of July 31<sup>st</sup>, one of those essential terms was a guilty plea to a charge requiring sex offender registration. During that meeting, the issue of sex offender registration was raised, and Mr. Goldberger told the federal prosecutors that there was no problem, Mr. Epstein would plead guilty to the charge of solicitation of minors for prostitution (Fl. Stat. 796.03), which was one of the statutes listed on the original term sheet. Although our Office had wanted Mr. Epstein to plead guilty to three different offenses, we agreed to this compromise.<sup>3</sup> Of course, we later learned that, at the time Mr. Goldberger made that statement, he incorrectly believed, based upon a statement from ASA Belohlavek, that Fl. Stat. 796.03 did not require sex offender registration.

The parties then began working first on a plea agreement to a federal charge and, when it was clear that there was no guarantee the Mr. Epstein would serve his sentence in a minimum security prison camp, the discussion turned to a Non-Prosecution Agreement. Both the federal plea agreement and the Non-Prosecution Agreement included references to Section 2255 because neither the contemplated federal charges nor the proposed state charges encompassed all of the identified victims. If Mr. Epstein had been prosecuted under the planned indictment, the identified victims would have been eligible for restitution and damages under Section 2255. As explained above, one of the United States' interests, which had to be satisfied by the Non-Prosecution Agreement, was providing appropriate compensation to the victims. This provision of the Agreement was heavily negotiated. As Mr. Lefkowitz wrote in his November 29<sup>th</sup> e-mail to Mr. Sloman, which we received the same day as your letter, your client "offered to provide a restitution fund for the alleged victims in this matter; however that option was rejected by [our] Office." The option was rejected for several reasons. First, the Office does not serve as legal representatives to the victims and has no authority to bind the victims, nor could it provide a monetary figure that would represent a "loss" amount for restitution purposes. Second, there would be no legal basis for federal restitution without a conviction for a federal offense. And, third, it was my belief that this Office should not be put in the position of administering a restitution fund. Our Section 2255 proposal put the victims in the same position that they would have been in if we had proceeded to trial and convicted Mr. Epstein of his

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<sup>3</sup>Another significant compromise reached at the meeting was a reduction in the amount of jail time – from twenty-four months down to eighteen months, which would be served at the Palm Beach County Jail rather than a state prison facility.

crimes, with the exception that the victims were provided with counsel.<sup>4</sup> Your client and his attorneys agreed with this alternative.

The negotiation of the Agreement was lengthy and difficult. Mr. Lefkowitz and AUSA ██████ went through several drafts of both a federal Plea Agreement and a Non-Prosecution Agreement. Throughout these negotiations, when a member of the defense team was dissatisfied with the Office's position, it was repeatedly appealed through the Office. So several members of the defense team spoke with ██████ ██████, currently chief of staff to Assistant Attorney General Fisher, and FAUSA Sloman regarding the terms of the Agreement, including the Section 2255 provisions. At the eleventh hour, when your legal team realized that Fl. Stat. 796.03 would require Mr. Epstein to register as a sex offender, you sought to change the most essential term of the agreement – a term that Messrs. Goldberger, Lefkowitz, and Lefcourt had specifically agreed to at the September 12<sup>th</sup> meeting with the State Attorney's Office – asking to allow Mr. Epstein to plead to a charge that would not require registration. When AUSAs ██████ ██████, and Sloman rejected the suggestion, several members of the defense team appealed directly to me, which also failed. When that failed, according to press reports, apparently Mr. Lefcourt "leaked" a letter intended for me to the press containing the reasons why he did not believe Mr. Epstein should have to register.

Prior to signing the Non-Prosecution Agreement, Mr. Epstein's defense team included yourself, Ms. Sanchez, and Messrs. Dershowitz, Lefcourt, Lefkowitz, Lewis, Black, and Goldberger. At least one other "criminal law expert" was involved in plea negotiations, and several associates at your firm conducted research on discrete issues. This impressive legal team reviewed the Agreement and counseled Mr. Epstein. Based upon that counsel, Mr. Epstein decided that it was in his best interests to enter into the Non-Prosecution Agreement, and the Non-Prosecution Agreement itself is signed both by Mr. Lefcourt and Ms. Sanchez as well as by Mr. Epstein.

Since the signing of the Agreement on September 24<sup>th</sup>, more than two months' ago, it appears that several attorneys on your legal team are dissatisfied with the Agreement. Counsel have objected to several steps taken by the U.S. Attorney's Office to effectuate the terms of the Agreement, in essence presenting collateral challenges to portions of the Agreement. Your letter is the latest example. It is not the intention of this Office ever to force the hand of a defendant to enter into an agreement against his wishes. Your client has the right to proceed to trial. If your client is dissatisfied with his Agreement, or believes that it is unlawful or unfair, we stand ready to unwind the Agreement. One of the reasons the Office agreed to forego federal prosecution was to avoid the expenditure of extensive resources, yet these interminable "negotiations" have caused the

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<sup>4</sup>As FAUSA Sloman will address in his letter to Mr. Lefkowitz, Section 2255 provides that the perpetrator shall pay the attorney's fees of the victim, so the appointment of counsel was not such a benefit to the victims but, rather, was done, in part, to benefit Mr. Epstein by allowing him to try to privately negotiate a group resolution of all claims with one attorney.

KENNETH STARR, ESQ.  
NOVEMBER 30, 2007  
PAGE 6 OF 6

expenditure of excessive management resources, and the Office is unwilling to invest any more of those resources. The prosecution of the case also has been delayed almost eight months to allow you to raise any and all issues; we will not tolerate any further delay.

Accordingly, please provide us with a definitive statement, signed by your client, of his intention to abide by each and every term of the Agreement by close of business on Tuesday, December 4, 2007. By that time, you must also provide us with the agreement(s) with the State Attorney's Office and a date and time certain for the plea and sentencing, which must occur no later than December 14, 2007. If we do not receive these items by that time, we will deem the agreement to be rescinded and will proceed with the prosecution. There must be closure in this matter.

Sincerely,

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

cc: [REDACTED] First Assistant U.S. Attorney  
AUSA A. [REDACTED]

██████████ (USAFLS)

**From:** ██████████ (USAFLS)  
**Sent:** Thursday, November 29, 2007 12:11 PM  
**To:** ██████████ (USAFLS)  
**Subject:** FW:

Here are some of Alex's thoughts. One other and that is that Lefkowitz, Dershowitz, Starr, etc. all had the opportunity to object to the agreement but did not.

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**From:** Acosta, Alex (USAFLS)  
**Sent:** Thursday, November 29, 2007 11:54 AM  
**To:** ██████████ (USAFLS)  
**Subject:**

This is over the top, but some thoughts ----

In \_\_\_, FAUSA, WPB Chief and \_\_\_ met with professor dershowitz to consider. Their unanimous conclusion from that meeting was that the case should proceed.

1. In deference to dershowitz' expertise, I directed our prosecutors to consult with the criminal division to seek clarification regarding our interpretation of the statutes. They did so, and received the endorsement of CEOS.
2. IN \_\_\_, Lefkowitz indicated that you would like a meeting. The prosecutors were ready to indict at that time. In deference to mutual schedules, including yours and your co-counsel's, I asked the prosecutors to defer indictment until we met. In addition, sensitive to the policy concerns, I invited the head of CEOS to the meeting, to once again obtain their expert opinion.
3. At the meeting, you presented several arguments with respect to whether this prosecution was appropriate in light of federalism concerns. The arguments were discussed afterwards. The unanimous opinion of all presents was in support of a prosecution. This included the head of CEOS, who has offered to try the matter himself.
4. At the meeting, your co-counsel also offered a plea resolution. His offer, in essence, was that your client be subject to home confinement at his Palm Beach home, under guard paid for by him if necessary. Your co-counsel also expressed the belief that such a sentence would be particularly appropriate because as a wealthy white man, your client may be the subject of violence while in prison. Finally, both you and your co-counsel expressed the belief that your client's extensive charitable giving should be considered in our prosecution decision. I summarily rejected these proposals, and indicated that the offer presented previously by this office of \_\_\_ stood. I should add that there were \_\_\_ prosecutors present at the meeting, representing a combined experience of \_\_\_ years. Never had any of them heard, or heard of, an attorney making a similar argument.
5. After the meeting, either you or your co-counsel indicated that you may want to appeal this matter to the Attorney General, the Deputy Attorney General or the Assistant Attorney General for the Criminal Division. I indicated no objection, and in fact offered to ask the prosecutors to delay indictment if you wished to appeal the matter. Your client's legal team chose not to do so.
6. Subsequently, the client's legal team and this office continued negotiations. Extensive time was spent on this matter. In fact, different members of your legal team on several occasions spoke with Mr. ██████████, presently chief of staff to Alice Fisher, and Mr. Sloman, our FAUSA, regarding these. The negotiations were, to say the least, extensive. One issue addressed was restitution for the victims. As expressed in an email sent by your co-counsel, Mr. Lefkowitz, to our FAUSA, Mr. Sloman, the same day we received your letter, your client "offered to provide a restitution fund for the alleged victims in this matter; however that option was rejected by [our] Office." The offer was rejected because of my belief that this Office should not be put in the position of administering a restitution fund. The 2255 language was then adopted, by mutual consent between your legal team and this office, as an alternative to your restitution fund offer.

7. Since then, on several occasions, your legal team has objected to several steps take pursuant to the agreement, in essence presenting collateral challenges to portions of the agreement. Your letter is the latest example. You're the legal team hired by your client is impressive. In addition to yourself, Mr. Epstein has hired \_\_\_\_\_. None of these individuals raised concerns with our Office with respect to this agreement at the time it was negotiated.
8. It now appears that several attorneys on your legal team are dissatisfied with the agreement. It is not the intention of this Office to ever force the hand of a defendant to enter into an agreement against their wishes. Your client has the right to proceed to trial. If your client is dissatisfied with his agreement, or believes that the agreement is unlawful or unfair, we stand ready to unwind the agreement. I would ask for a definitive decision, however. There must be closure in this matter.

[REDACTED] (USAFLS)

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From: [REDACTED] (USAFLS)  
Sent: Thursday, November 29, 2007 11:28 AM  
To: [REDACTED] (USAFLS)  
Subject: FW:  
Attachments: epstein letter.pdf

[REDACTED],

Wait until you read this one. Alex and I would like you to draft a letter which sets forth a brief history of the nature of the case, followed by a chronology of the plea negotiations and vetting with CEOs that resulted from those meetings, and how the civil resolution evolved. Thanks,

Jeff

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From: [REDACTED]  
Sent: Wednesday, November 28, 2007 6:11 PM  
To: [REDACTED] (USAFLS)  
Subject:

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Bring up tomorrow - Dave Wilson

Lekisha 07-80099  
- Judge Hopkins - Monday 12/3 at 10:00 am  
[REDACTED]

Bill Caldwell  
- Michael Holden  
- [REDACTED]

~N~

[REDACTED] (USAFLS)

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**From:** [REDACTED] (USAFLS)  
**Sent:** Thursday, November 29, 2007 12:15 PM  
**To:** Acosta, Alex (USAFLS); [REDACTED] (USAFLS)  
**Subject:** FW: Epstein

Here are some of [REDACTED] thoughts. Also, who raised the 2255 in the first place? Us or them?

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**From:** [REDACTED]  
**Sent:** Thursday, November 29, 2007 12:13 PM  
**To:** [REDACTED] (USAFLS)  
**Subject:** RE: Epstein

The matters about which they backtracked are:

They originally agreed to plead to the state felony that they thought was unregistrable (but did not tell us knowing we thought it was), but then discovered they were wrong and tried to get out of it.

They tried several times to knock down the jail time after agreeing to the time.

[REDACTED] will remember more.

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**From:** [REDACTED] (USAFLS) [REDACTED]  
**Sent:** Thursday, November 29, 2007 11:37 AM  
**To:** [REDACTED]  
**Subject:** FW: Epstein

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**From:** Jay Lefkowitz [REDACTED]  
**Sent:** Thursday, November 08, 2007 6:01 PM  
**To:** [REDACTED] (USAFLS)  
**Subject:** Epstein

Jeff,

As requested, attached is our response to your November 5 letter.

Regards,  
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

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\*\*\*\*\*

[REDACTED]. (USAFLS)

**From:** [REDACTED]. (USAFLS)  
**Sent:** Wednesday, May 23, 2007 3:45 PM  
**To:** [REDACTED]  
**Subject:** FW: Jeffrey Epstein

Karen – What do you think?

Hi Jeff and Matt – I just want to again voice my disagreement with promising to have a meeting or having a meeting with Lefcourt or any other of Epstein's attorneys. As I mentioned, this is not a case where we will be sitting down to negotiate whether a defendant will serve one year versus two years of probation. This is a case where the defendant is facing the possibility of dozens of years of prison time. Just as the defense will defend a case like that differently than they would handle a probation-type case, we need to handle this case differently. Part of our prosecution strategy was already disclosed at the last meeting, and I am concerned that more will be disclosed at a future meeting.

My co-chair, John McMillan, who has prosecuted more of these cases than the rest of us combined, and who ~~actually worked on the drafting of some of the child exploitation statutes~~, also opposes a meeting. We have been accused of not being "strategic thinkers" because of our opposition to these meetings, but we are simply looking at this case as a violent crime prosecution involving stiff penalties rather than as a white collar or public corruption case where the parties can amicably work out a light sentence.

With respect to the "policy reasons" that Lefcourt wants to discuss, those were already raised in his letter (which is part of the indictment package) and during his meeting with [REDACTED] and myself. Those reasons are: (1) he wants the Petit policy to trump our ability to prosecute Epstein, (2) this shouldn't be a federal offense, and (3) the victims were willing participants so the crime shouldn't be prosecuted at all. Unless the Office thinks that any of those arguments will be persuasive, a meeting will not be beneficial to the prosecution, it will only benefit the defense. With respect to Lefcourt's promised legal analysis, that also has already been provided. The only way to get additional analysis is to expose to the defense the other charges that we are considering. In my opinion this would seriously undermine the prosecution.

The defense is anxious to have a meeting in order to delay the investigation/prosecution, to find out more about our investigation, and to use political pressure to stop the investigation.

I have no control over the Office's decisions regarding whether to meet with the defense or to whom the facts and analysis of the case will be disclosed. However, if you all do decide to go forward with these meetings in a way that is detrimental to the investigation, then I will have to ask to have the case reassigned to an AUSA who is in agreement with the handling of the case.

A. [REDACTED]  
Assistant U.S. Attorney  
500 S. Australian Ave, Suite 400  
West Palm Beach, FL 33401  
Phone 561 209-1047  
Fax 561 820-8777

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**From:** [REDACTED] (USAFLS)  
**Sent:** Tuesday, May 22, 2007 6:33 PM  
**To:** [REDACTED]. (USAFLS)  
**Subject:** FW: Jeffrey Epstein

fyi

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**From:** [REDACTED] (USAFLS)  
**Sent:** Tuesday, May 22, 2007 6:32 PM  
**To:** 'Gerald Lefcourt'  
**Subject:** RE: Jeffrey Epstein

I have your letter. I think we are on the same page, but to be sure I do want to clarify that we spoke the other week and I did say that if you want to meet with me again, I am ready to do so. The wording of your letter, however, suggests implicitly that I agreed to contact you before a decision is made to seek an indictment of Mr. Epstein. If that was your understanding, then please allow me to clarify. Our investigation is ongoing and if we decide to seek an indictment, we don't intend to call Mr. Epstein's representatives to let him know that. Of course, in the interim, if you would like to make a presentation to us, we are willing to listen.

Along those lines, given the fact that we have already met once, with schedules being what they are, it makes sense for our criminal chief, Matt Menchel, to be included when you make another presentation, rather than working up the chain incrementally. I realize you were being respectful in not attempting to leapfrog over me, which I appreciate. I will pass on your request to meet with the U.S. Attorney as well, but can't commit for him one way or another. When you have some dates in mind, let me know and I will try to set up a meeting in Miami.

---

**From:** Gerald Lefcourt [REDACTED]  
**Sent:** Tuesday, May 22, 2007 2:05 PM  
**To:** [REDACTED] (USAFLS)  
**Cc:** [REDACTED] (USAFLS); [REDACTED]  
**Subject:** Jeffrey Epstein

[REDACTED] attached is a letter seeking meetings, as discussed with you, but with others if it is not resolved. Thanks for your attention. Could you email back so that I know you have received this letter?

---

Gerald B. Lefcourt  
Gerald B. Lefcourt, P.C.  
[REDACTED]  
New York, New York 10021  
Tel. [REDACTED]  
Fax [REDACTED]  
[gbl@lefcourtllaw.com](mailto:gbl@lefcourtllaw.com)

Tracking:

Case No. 08-807<sup>2</sup>36-CV-MARRA

P-013527

EFTA00230432

Jeffrey Epstein

Sarah Kellen

Adriana Ross

Adriana Marcinkova <sup>Marcinkova</sup>

Nadia Marcinkova



TC w/ Jay 9/21 10:05

10:00 Monday  
Bert Ocariz

- ① Involve representation of numerous victims as guardian ad litem and then possibly as plaintiffs' counsel in suit to recover damages.
- ② what is your hourly rate?
  - I think you will be fully paid (if reasonable, etc.)
  - work will be up here. It may not cover travel expenses
- ③ before I go into details, can you run a conflicts check
  - can it be done confidentially?
  - i.e. if firm represents one of these the attorney on that matter is not notified

Guy Lewis currently represents, but I believe that began after he left your firm

Does your firm have a Trust Dept.? Has it ever served as a Trustee?

[REDACTED] (USAFLS)

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**From:** Yera, E.J. (USAFLS)  
**Sent:** Friday, September 21, 2007 9:14 AM  
**To:** [REDACTED] (USAFLS)  
**Subject:** Ocariz

Humberto H. Ocariz  
Shook, Hardy & Bacon LLP  
201 So. Biscayne Blvd.  
Suite 2400  
Miami, FL 33131  
PH: [REDACTED]

Dear David:

It was a pleasure speaking with you and your colleagues today. As we discussed, here is a list of the entities related to Jeffrey Epstein of which I am aware:

1. J. Epstein Virgin Islands Foundation, Inc.
2. J. Epstein & Company, Inc.
3. Epstein Interests
4. Financial Trust Company, Inc.
5. NES, LLC
6. New York Strategy Group, Inc.
7. JEGE, Inc.
8. Hyperion Air, Inc.

If Bear Stearns knows of other entities where Jeffrey Epstein is the chief executive officer (or chief operating officer) or is the sole owner/shareholder, then please provide information regarding those entities, as well.

As we discussed, if you could provide me with a list of accounts at other financial institutions that Bear Stearns has either transferred money to or received money from on behalf of Mr. Epstein, I may be able to narrow the financial records request accordingly.