

PLEASE SCAN
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SEPARATELY

6/12/2009 BACCHUTR



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

*500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401
(561) 820-8711
Facsimile: (561) 820-8777*

June 12, 2009

DELIVERY BY HAND

Jack A. Goldberger, Esq.
Atterbury, Goldberger & Weiss, P.A.



Re: Jeffrey Epstein

Dear Mr. Goldberger:

Pursuant to the terms of the Non-Prosecution Agreement, the United States Attorney's Office for the Southern District of Florida hereby provides you with notice that the United States Attorney has determined, based on reliable evidence, that Jeffrey Epstein has willfully violated one of the conditions of the Non-Prosecution Agreement. Specifically, on May 26, 2009, Jeffrey Epstein, through his counsel, filed a "Motion to Dismiss the First Amended Complaint or, in the Alternative, for a More Definite Statement," in the matter of *Jane Doe No. 101* [REDACTED] *Jeffrey Epstein*, Court File No. 09-CV-80591-KAM. "Jane Doe No. 101" was on the list provided to Mr. Epstein's attorneys of individuals whom the United States had identified as victims, as defined in 18 U.S.C. § 2255, and "Jane Doe No. 101" has elected to proceed exclusively under 18 U.S.C. § 2255. By filing the Motion to Dismiss, Mr. Epstein is contesting liability and, therefore, has violated Term 8 of the Non-Prosecution Agreement.

Based upon Mr. Epstein's breach of that term, the U.S. Attorney's Office will pursue its remedies. The U.S. Attorney's Office also is continuing its review of Mr. Epstein's filings in the civil suits to determine whether additional breaches have occurred. If any are

EFTA00233038

JACK GOLDBERGER, ESQ.
JUNE 12, 2009
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identified, they will be communicated to you in accordance with the terms of the Non-Prosecution Agreement.

Sincerely,

[REDACTED]
Acting United States Attorney

By:

[REDACTED]
Assistant United States Attorney

cc: [REDACTED] Chief, Northern Division
Roy Black, Esq.

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

300 North LaSalle Street
Chicago, Illinois 60654
Phone: (312) 862-2000
Fax: (312) 862-2200

Please notify us immediately if any pages are not received.

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IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR,
PLEASE NOTIFY US IMMEDIATELY AT:
(312) 862-2000.

To: [REDACTED]	Company: United States Attorney, Southern District of Florida	Fax #: [REDACTED]	Direct #: [REDACTED]
CC: Martin G. Weinberg, Esq.	Company:	Fax #:	Direct #:
From: Sandra Musumeci for Jay P. Lefkowitz, P.C.	Date: July 29, 2011	Pages w/cover: 4	Fax #: [REDACTED]
Direct #: [REDACTED]			
Message:			

Please see the attached letter, in response to your letter to Martin Weinberg of July 27, 2011, concerning Jeffrey Epstein. Thank you.

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS601 Lexington Avenue
New York, New York 10022Jay P. Lefkowitz, P.C.
To Call Writer Directly:

jay.lefkowitz@kirkland.com

www.kirkland.com

Facsimile:

July 29, 2011

Delivery by Facsimile

CONFIDENTIAL

Assistant United States Attorney
United States Attorney, Southern District of Florida
500 S. Australian Avenue
Suite 400
West Palm Beach, FL 33401

Re: Jeffrey Epstein

Dear [REDACTED]

Thank you for your letter of July 27, 2011 to my co-counsel Martin Weinberg concerning the request by the New York District Attorney for copies of the Non-Prosecution Agreement ("NPA") and the "victim list" in regards to Mr. Epstein. We continue for the reasons stated herein to believe that any such disclosure would violate the confidentiality agreement between your Office and Mr. Epstein as well as the provisions of Fed. R. Crim. P. 6(e).

As to the NPA, you have repeatedly asserted in Doe v. United States, No. 9:08-cv-80736-KAM, that the NPA was a *confidential document*. For instance, in paragraph 6 of Document 14, your own Declaration, you stated that the NPA contained "an express confidentiality provision." In opposing the Motion to Unseal the NPA that was filed by Jane Doe, you stated that you had informed Judge Marra of the confidentiality provision during an earlier telephonic status conference occurring on August 14, 2008 which "the United States was obligated to honor," Document 29 at 1, and that "the parties who negotiated the Agreement, the United States Attorney's Office and Jeffrey Epstein, determined that the Agreement should remain confidential," Document 29 at 2. Further, you deemed the NPA "confidential," for understandable purposes, in your September 3, 2008 letter to Robert Josefsberg in which you informed him that Judge Marra had set forth procedures for providing the NPA only to those counsel and "victims" who executed a Protective Order preventing its subsequent disclosure.

The New York Assistant District Attorney, Ms. Morse, is representing the prosecution in an appeal regarding a sex offender registration determination, and any disclosure of the NPA to her has the potential to result in its use in that appeal and the real risk that the appellate court will unseal it. We believe it to violate both the spirit and the most logical interpretation of the NPA,

KIRKLAND & ELLIS LLP

[REDACTED]
 July 29, 2011

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paragraph 13, for you to disclose it absent a subpoena -- which we could oppose in the jurisdiction from which it emanated. We further believe that when parol evidence supplements the text of paragraph 13 of the NPA, it is perfectly apparent from your prior submissions that you as well as we believed the NPA to contain "an express confidentiality provision" that your current willingness to disclose absent court process violates.

As to the "victim list," again, not only is it confidential given its nexus to the NPA, but your own prior letters tie the list to the Federal Grand Jury investigation and thus to the non-disclosure provisions of Fed. R. Crim. P. 6(e). On July 8, 2008, you wrote to Jack A. Goldberger, Esq., and informed him that on June 30, 2008, "the United States Attorney's Office provided [him] with a list of thirty-one individuals '*whom it was prepared to name in an Indictment*' as victims of an enumerated offense by Mr. Epstein." (emphasis added). On July 9, 2008, you wrote in a follow-up letter to Mr. Goldberger that "the U.S. Attorney's modification of the 2255 portion of the Agreement now limits our victim list to those persons *whom the United States was prepared to include in an indictment*. This means that, pursuant to Justice Department policy, these are individuals for whom the United States believes it has proof beyond a reasonable doubt that each of them was a victim of an enumerated offense." (emphasis added). First Assistant United States Attorney Jeffrey Sloman used similar language in tying the names of the "victims" to the basis for a potential indictment, see December 6, 2007 letter from Mr. Sloman to Mr. Lefkowitz at 2, 3; see also your email to Mr. Lefkowitz and Mr. Black on August 14, 2008 at 3:27 p.m., where you state that the list contains "only those 'individuals whom [the United States] was prepared to name in an Indictment...', " thus clearly providing the nexus between the list and the Grand Jury investigation and its corollary, the protections from non-disclosure enumerated in Fed. R. Crim. P. 6(e).

In terms of case law, the names of witnesses that either testified or were identified during Grand Jury proceedings are subject to the secrecy provisions of Fed. R. Crim. P. 6(e). See, e.g., In re Grand Jury Subpoena, Judith Miller, 438 F.3d 1138, 1140 (D.C. Cir. 2006) ("Consistent with these purposes, we have recognized that grand jury secrecy covers 'the identities of witnesses or jurors, the substance of testimony as well as actual transcripts, the strategy or direction of the investigation, the deliberations or questions of jurors, and the like.'" (citing In re Dow Jones & Co., Inc., 142 F.3d 496, 500 (D.C. Cir. 1998)); see also SEC v. Dresser Industr. Inc., 628 F.2d 1368, 1382 (D.C. Cir. 1980); Fund for Constitutional Gov't v. Nat'l Archives & Records Serv., 656 F.2d 856, 869 (D.C. Cir. 1981). Indeed, it is generally recognized that the scope of protection accorded to Grand Jury proceedings under Rule 6(e) is broad and encompasses, among other things, information such as the "victim list" at issue here:

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[REDACTED]
July 29, 2011

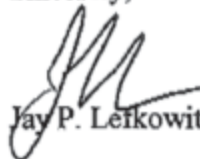
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We construe the secrecy provisions of Rule 6(e) to apply not only to disclosures of events which have already occurred before the grand jury, such as a witness's testimony, but also to disclosures of matters which will occur, such as statements which reveal the identity of persons who will be called to testify or which report when the grand jury will return an indictment.

In re Grand Jury Investigation, 610 F.2d 202, 216-17 (5th Cir. 1980).¹

We believe that confidentiality applies to the requested information. We believe that any non-compulsory handover of the list or NPA is inconsistent with the positions you have previously taken in related litigation. Accordingly, we request that you reconsider and decline the request of the New York District Attorney.

Sincerely,



Jay P. Leikowitz, P.C.

Cc: Martin G. Weinberg

JPL/slm

¹ Decisions of the United States Court of Appeals for the Fifth Circuit handed down prior to September 30, 1981, are binding as precedent in the Eleventh Circuit. See Bonner v. City of Prichard, Ala., 661 F.2d 1206, 1207 (11th Cir. 1981).

ROY BLACK
HOWARD M. SREBNICK
SCOTT A. KORNSPAN
LARRY A. STUMPF
MARIA NEYRA
JACKIE PERCZEK
MARK A.J. SHAPIRO
JARED LOPEZ

BLACK
SREBNICK
KORNSPAN
STUMPF
P.A.

JESSICA FONSECA-NADER
KATHLEEN P. PHILLIPS
AARON ANTHON
MARCOS BEATON, JR.
MATTHEW P. O'BRIEN
JENIFER J. SOULIKIAS
NOAH FOX

E-Mail: [REDACTED]

September 1, 2009

[REDACTED] Esq.
Assistant U.S. Attorney
United States Attorney's Office
99 N.E. 4th Street
Miami, Florida 33132

RE: Jeffrey Epstein

Dear [REDACTED]:

Once again I need to send you a note about Jeffrey Epstein, mainly to keep you in the loop so we don't inadvertently violate any provision of his agreement with your office. As I am sure you are aware, Mr. Epstein has finished the incarceration portion of his sentence and is now serving the one year of community control as mandated by both his state plea and the terms of the non-prosecution agreement with the United States Attorney's Office for the Southern District of Florida.

Mr. Epstein is in compliance with all terms of his community control and is applying for transfer of his supervision from the State of Florida to his primary residence, the Virgin Islands. This transfer is being requested through the Intrastate Compact for Transfer of Adult Supervision (ICAOS). The ICAOS is the mechanism for which transfers of probation and community control are effectuated. The process requires the offender to seek the approval of the sending state (in this case Florida) and, if they agree, the receiving state (in this case the United States Virgin Islands) and the United States Virgin Islands after investigation has pre-approved the transfer under the same exact conditions of supervision as imposed in Mr. Epstein's community control sentence in the State of Florida.

Even though Mr. Epstein is requesting the transfer he is still at the home

[REDACTED]

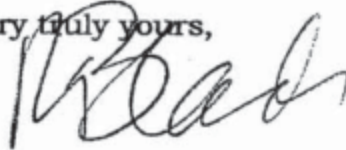
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September 1, 2009

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in Palm Beach following the rules of state community control. As Mr. Epstein's lawyers, we believe that his request to administratively transfer his community control is in full compliance with both his state plea agreement and the non-prosecution agreement with the United States Attorney's Office. Nonetheless we have taken to heart your previous suggestion of erring on the side of caution and thus we are advising you of this request.

I am happy to discuss this with you at any time. I did not want to set an appointment to see you on this issue since I imagine you have more pressing matters to deal with than a transfer of a state community control matter.

Very truly yours,



Roy Black

RB/wg

Black, Srebnick, Kornspan & Stumpf, P.A.

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ROY BLACK
HOWARD M. SREBNICK
SCOTT A. KORNSPAN
LARRY A. STUMPF
MARIA NEYRA
JACKIE PERCZEK
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JARED LOPEZ

BLACK
SREBNICK
KORNSPAN
& STUMPF
P.A.

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KATHLEEN P. PHILLIPS
AARON ANTHON
MARCOS BEATON, JR.
MATTHEW P. O'BRIEN
JENIFER J. SOULIKIAS
NOAH FOX

February 18, 2010

Assistant United States Attorney
99 N.E. 4th Street
Miami, FL 33132

RE: Jeffrey Epstein

Dear [REDACTED]

Thank you for your letter of February 11, 2010. We write to update you about ongoing efforts to reach an agreement with Robert Josefsberg regarding the amount of fees and costs properly owed to him by Mr. Epstein pursuant to the NPA.

On February 16, 2010 Mr. Epstein's principal civil counsel Bob Critton advised Mr. Josefsberg in writing that he and Mr. Epstein would meet with Mr. Josefsberg on two occasions between now and March 1, 2010 to review Mr. Josefsberg's outstanding bills on a line-by-line basis and attempt to reach a non-adversarial resolution of all outstanding fee issues. Mr. Critton also transmitted to Mr. Josefsberg an Agreement for Special Master to Determine Amount of Attorneys' Fees and Costs ("Special Master Agreement"), signed by Mr. Epstein, containing terms and conditions previously agreed to by Mr. Josefsberg, which would mandate binding mediation before a neutral third party in the event the proposed settlement discussions did not resolve all outstanding issues in an expeditious manner.

We want to assure you that Mr. Epstein fully intends to fulfill his obligations under the NPA. We regret that issues remain unresolved regarding whether all of the fees and costs being sought by the attorney representative – which now total \$1,947,000 exclusive of the \$526,466 already paid by Mr. Epstein – meet the criteria set forth by the NPA. We assure you that both Mr. Epstein's prior civil counsel, Jay Lefkowitz, who, with you, was a primary negotiator of the NPA language, and Mr. Critton, each strongly believe that significant amounts of the fees and costs billed by Mr. Josefsberg are outside the scope of Mr. Epstein's fee-

[REDACTED]
February 18, 2010

Page 2

related payment obligations under the NPA. We hope that the fee-related issues can be resolved by further settlement discussions or by relying on the Special Master Agreement signed Tuesday February 16, 2010 by Mr. Epstein. Mr. Epstein and his counsel believe that these options are consistent with the NPA, are good faith alternatives to contested litigation, and are reasonable given the unexpected magnitude of the bills and their inclusion of charges for legal work that was clearly related to the preparation of litigation and thus outside Par 7C of the Addendum as well as for extensive work performed by attorneys from outside Mr. Josefsberg's law firm.

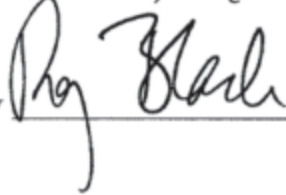
Mr. Josefsberg previously advocated for settling outstanding issues through a Special Master Agreement nearly identical to the one executed Tuesday by Mr. Epstein. In fact, Mr. Josefsberg and Mr. Epstein had each agreed in the past to a specific Master as a third-party neutral to conduct proceedings to resolve the fee issues. However, the selected Master withdrew.

We hope that the Special Master Agreement will provide a basis for a prompt resolution of any issue not resolved by the parties through further discussions.

Respectfully submitted,

MARTIN WEINBERG, ESQ.

ROY BLACK, ESQ.

By  _____

/wg

cc: [REDACTED]