

ROY BLACK
HOWARD M. SREBNICK
SCOTT A. KORNSPAN
LARRY A. STUMPF
MARIA NEYRA
JACKIE PERCZEK
MARK A.J. SHAPIRO
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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] • www.RoyBlack.com

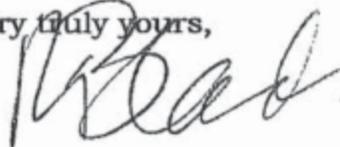
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██████████, Esq.
September 1, 2009
Page 2

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.

EFTA00233189



U.S. Department of Justice

United States Attorney
Southern District of Florida

500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401

Facsimile: [REDACTED]

September 18, 2009

DELIVERY BY ELECTRONIC MAIL

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

[REDACTED]

Re: Jeffrey Epstein

Dear Roy:

I write in response to your letter to Mr. [REDACTED] regarding the transfer of supervision of Mr. Epstein's community control to the Virgin Islands. I requested from Mr. Goldberger a copy of the documentation that Mr. Epstein submitted in support of his request and a copy of the interstate compact that you had mentioned. I have not received these documents. Rather than wait any longer, I am advising you of our Office's preliminary concerns. The Office may have additional concerns upon receipt of the requested items.

The Non-Prosecution Agreement called for Mr. Epstein to serve eighteen months in county jail followed by twelve months of community control. Mr. Epstein's eighteen-month jail term was reduced to slightly more than twelve months based upon Mr. Epstein's "work release" of more than twelve hours per day, seven days per week. Mr. Epstein has been on community control for less than two months and he is already asking that he be allowed to transfer his supervision. The request comes on the heels of an instance where Mr. Epstein was found by the Palm Beach Police Department walking on the beach. I understand that he told the police that he was "walking to work," despite the fact that his "office" was more than eight miles away, and the beach where he was found was not *en route* from his residence to his workplace.

Throughout the negotiation of the NPA, representations were repeatedly made by you and your colleagues that Mr. Epstein would serve his complete sentence, including community control, in Palm Beach County. During his change of plea and sentencing, Mr.

ROY BLACK, ESQ.
SEPTEMBER 18, 2009
PAGE 2 OF 2

Epstein told the Court that he intended to remain in Palm Beach County during his period of community control – a fact that was important to Judge Pucillo in making her decision whether or not to accept the plea agreement. Mr. Epstein's presence in Palm Beach County was important to the Court, our Office, and, presumably, the State Attorney's Office, because it allowed all of these entities to monitor Mr. Epstein's performance of his obligations. Relocating to the Virgin Islands, where Mr. Epstein lives on a private island without any independent law enforcement presence, would eliminate that ability.

The Office's ability to determine whether Mr. Epstein has breached the NPA and to file charges against him when/if he breaches that Agreement was a key piece of consideration for the decision to enter that Agreement. Another key piece was the ability of victims to pursue claims against Mr. Epstein under 18 U.S.C. § 2255.

Your September 1, 2009 letter to Mr. [REDACTED], in essence, asked whether it would be the Office's position that Mr. Epstein's move to his private island would violate the terms of the NPA. For the reasons stated above, even upon our preliminary review, it is the position of the Office that the transfer of community control would frustrate the purpose of the agreement and thereby violate its terms. No final decision has been made, of course, because Mr. Epstein has not yet moved. However, if Mr. Epstein elects to go forward with the transfer of community control with the knowledge of the Office's objection, that will be considered, along with all of the previous violations by Mr. Epstein, as set forth in my letters of June 15 and July 7, 2009, in determining the Office's final course of action.

I look forward to receiving the materials requested from Mr. Goldberger.

Sincerely,

[REDACTED]
Acting United States Attorney

By: [REDACTED]
Assistant United States Attorney

cc: [REDACTED], Chief, Northern Division

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NOAH FOX

E-Mail: [REDACTED]

January 20, 2010

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

RE: Jeffrey Epstein

Dear [REDACTED]:

We are now facing a difficult issue about the attorney's fees in the civil cases brought against Mr. Epstein related to your prior criminal investigation. I broached this subject with you on the phone a couple of weeks ago, but I could see our discussion was not fruitful at that time. Since we could not come to any agreement on how to handle this, we must proceed ahead based on our understanding of the non-prosecution agreement.

Mr. Epstein has paid the attorney representative \$526,000 and accepts his obligation under the NPA to pay additional reasonable legal fees that precede litigation claims under ¶7C of the Addendum. However we believe that the request by the attorney representative for over \$1.5M additional fees is both unreasonable and outside the Addendum's criteria for payment.

Litigation may ensue since we have been unable to resolve these matters through an agreement. We never contemplated that the legal fee agreement would result in a bill for \$2.1M when the Addendum was entered. We understand you and Jay had different views on whether an attorney representative could both sue Epstein for some clients and remain as counsel to settle other cases. We believe that the attorney representative could either settle the cases and be paid hourly or litigate and be paid out of the judgment, but not both. The language of the NPA is in need of legal construction regarding whether Epstein's obligations end when

January 20, 2010

Page 2

the attorney representative brings a lawsuit for any of his clients - a matter that a court should settle free from any consideration that initiating litigation to resolve this outstanding issue would be perceived as a breach.

Just to be sure, Mr. Epstein will pay whatever fees a court determines are owed and we only want assurance that litigating the legal and factual issues over such liability will be consistent with and not violate the NPA. We don't think it is the government's position that Epstein must simply pay any bill he receives, regardless of the amount and type of work done, particularly one for \$2.1M. So we have no alternative but to go to court to resolve this issue. We are sending you this letter because the attorney representative is using the threat of a breach as leverage to get his fees. I don't believe the government's power to indict and incarcerate should be used to assist a private lawyer in collecting an exorbitant legal fee. Thus we are putting you on notice, and asking that if you disagree with our legal opinion that a suit is not in conflict with the NPA, to tell us without delay.

Cordially yours,

Martin G. Weinberg, Esq.

Robert D. Critton, Jr.

Roy Black, Esq.



By: _____
Roy Black

MW:RC:RB/wg

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

EFTA00233193

[REDACTED] (USAFLS)

From: Roy BLACK [REDACTED]
Sent: Thursday, January 21, 2010 2:59 PM
To: [REDACTED] (USAFLS)
Cc: [REDACTED]
Subject: Yesterday's Letter

Dear [REDACTED]: On second thought my letter yesterday went too far in one respect. So that there is no misunderstanding of the last paragraph of yesterday's letter, our concern is not that the attorney representative in fact has used the threat of a breach as leverage to get his fees, only that there exists the legitimate concern that the agreement could be so used and the reality that any concern about such use significantly and unfairly burdens Mr Epstein's right to resort to the courts to resolve outstanding legal issues regarding the criteria for payment and the amount of payment owed. I hope this clarifies our concern in this one area. Thanks Roy



U.S. Department of Justice

United States Attorney
Southern District of Florida

500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401

Facsimile: [REDACTED]

February 11, 2010

DELIVERY BY ELECTRONIC MAIL

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

Re: Jeffrey Epstein

Dear Mr. Black:

Thank you for meeting with our Office last week. During our discussion, you and your colleagues raised three issues: (1) whether our Office would consider it a breach of the Non-Prosecution Agreement for Mr. Epstein to file suit against the victim's attorney-representative relating to the amount of attorney's fees; (2) whether our Office would consider it a breach of the Non-Prosecution Agreement for Mr. Epstein to argue that he has no liability for claims raised exclusively under 18 U.S.C. § 2255 as to any of the victims on the identified list; and (3) whether our Office would have any objection to Mr. Epstein applying for early termination of his community control.

As we have told you before, our Office cannot give advisory opinions as to what will and will not be a breach of the Non-Prosecution Agreement. Furthermore, as to the first item, your colleagues admitted that efforts to reach an agreement with [REDACTED] regarding the amount of fees owed have not been completed. Similarly, as to the second item, your colleagues admitted that there are no currently pending cases arising exclusively under 18 U.S.C. § 2255 as to any of the victims on the identified list. Given that these matters may never arise and, if they do arise, there will be innumerable legal and factual issues that have not been shared with our Office, we again decline to provide any advisory opinions. As discussed during the meeting, the purpose of having the parties and a Special Master involved at the beginning of the process in the selection of the attorney-representative was to avoid dealing with this issue at the end of the process. As with all matters related to the Agreement, we expect that Mr. Epstein will act in good faith and comply with the letter and spirit of the NPA.

As to the third item, we have reviewed your letter to Mr. [REDACTED] of February 8, 2010. While Mr. [REDACTED] did state in his letter of December 19, 2007, that he did not believe that the Office was

ROY BLACK, ESQ.
FEBRUARY 11, 2010
PAGE 2 OF 2

obligated to notify the victims identified through the federal investigation of proceedings occurring in state court, the U.S. Department of Justice's position may have changed in the interim in light of internal guidance regarding prosecutors' obligations pursuant to 18 U.S.C. § 3771, 42 U.S.C. § 10607, and Fed. R. Crim. P. 60 (effective December 1, 2008).

In light of Mr. [REDACTED] prior statements to Mr. Epstein's counsel that Mr. Epstein would be eligible for any benefit available to other similarly-situated state defendants, the Office agrees that Mr. Epstein may apply for early termination or modification of community control in accordance with Fl. Stat. §§ 948.05 and 948.10(4), assuming that Mr. Epstein has completed "the sanctions imposed in the community control plan." The Office takes no position regarding such an application; it is entirely within the discretion of the State Attorney's Office and the Palm Beach County Circuit Court Judge as to whether it is in "the best interests of justice and the welfare of society" to allow Mr. Epstein to terminate prematurely his community control. Mr. Epstein and his counsel may not make a representation to the State Attorney's Office, the Court, or any victim that the U.S. Attorney's Office agrees with, joins in, or does not oppose such a motion. In light of prior erroneous statements in court filings, we respectfully request that a copy of any court filing be provided to our office.

If such a motion is made, in accordance with your proposal, the U.S. Attorney's Office will notify the federal victims that the application was filed and, if a hearing is scheduled, the date, time, and location of such hearing. The communication will consist merely of a notification and will neither encourage nor discourage attendance or submission of materials related to the application.

Sincerely,

[REDACTED]
United States Attorney

By: s/ [REDACTED]
Assistant United States Attorney

cc: [REDACTED], U.S. Attorney
[REDACTED], Acting First Assistant U.S. Attorney
[REDACTED], Chief, Northern Division

EFTA00233196

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NOAH FOX

E-Mail: [REDACTED]

February 18, 2010

[REDACTED], Esq.
Assistant United States Attorney
99 N.E. 4th Street
Miami, FL 33132

RE: Jeffrey Epstein

Dear Ms Villafana:

Thank you for your letter of February 11, 2010. We write to update you about ongoing efforts to reach an agreement with [REDACTED] 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. [REDACTED] in writing that he and Mr. Epstein would meet with Mr. [REDACTED] on two occasions between now and March 1, 2010 to review Mr. [REDACTED] 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. [REDACTED] 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. [REDACTED], 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. [REDACTED] are outside the scope of Mr. Epstein's fee-

██████████, Esq.
February 18, 2010
Page 2

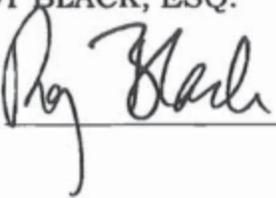
related payment obligations under the NPA. We hope that the fee-related issues can be resolved by further settlement discussions or by relying on the Special Master Agreement signed Tuesday February 16, 2010 by Mr. Epstein. Mr. Epstein and his counsel believe that these options are consistent with the 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. ██████████ law firm.

Mr. ██████████ previously advocated for settling outstanding issues through a Special Master Agreement nearly identical to the one executed Tuesday by Mr. Epstein. In fact, Mr. ██████████ 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: ██████████, Esq.
██████████, Esq.

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MATTHEW P. O'BRIEN
JENIFER J. SOULIKIAS
NOAH FOX

E-Mail: [REDACTED]

March 5, 2010

[REDACTED], Esq.
United States Attorney
99 N.E. 4th Street
Miami, FL 33132

[REDACTED], Esq.
Assistant United States Attorney
99 N.E. 4th Street
Miami, FL 33132

[REDACTED], Esq.
Assistant United States Attorney
99 N.E. 4th Street
Miami, FL 33132

RE: Jeffrey Epstein

Dear Counsel:

We write this letter to renew our request that the United States Attorney's Office provide us, as Mr. Epstein's counsel in the federal NPA matter, with clarity as to what legal issues we can advise his civil counsel can be litigated without causing you to consider the raising of legal issues to be in breach of Mr. Epstein's obligations under paragraph 8 of the NPA. A letter from civil counsel Robert Critton is attached. On February 11, 2010, you advised us that for reasons including the fact that at the time there were "no currently pending cases arising exclusively under 18 USC §2255 as to any of the victims on the identified list" you would "decline to provide any advisory opinions" in response to our requests during our meeting of February 3.

Since February 11, 2010, a lawsuit has been filed by the attorney representative on behalf of [REDACTED]. Her identity is known by us and she is on the "identified list." Her lawsuit raises only §2255 claims. Although she has not waived her right to file any other state or federal or common law claim so as to fit squarely within the letter of ¶8 of the NPA, she does, in her lawsuit, quote ¶8 and claim rights as a beneficiary of that agreement, see Case No. 10-80309 (S.D. Fla.), Complaint, ¶¶25-26, thus requiring that civil counsel consider

██████████, Esq.
██████████, Esq.
██████████, Esq.

March 5, 2010

Page 2

responsive motions that relate to the scope of waiver of liability that is memorialized in the NPA. Additionally, Mr. Epstein and his counsel have scheduled a meeting to review the attorney representatives outstanding bills but have been told that if there is no settlement agreement, then the attorney representative intends to initiate litigation rather than adopt the Special Master procedure that we referred to in our February 18, 2010 correspondence to you.

It is the intention of Mr. Epstein's civil counsel to not contest that at least one predicate §2255 offense was committed believing that such a "waiver" satisfies, facially, Mr. Epstein's obligations under the NPA, see attached letter from Mr. Critton. As we said during our meeting on February 3, we have an obligation to provide advice to Mr. Epstein's civil counsel, Robert Critton, whether his raising of certain legal challenges to the Complaint will be perceived as being in conflict with Mr. Epstein's NPA obligations. These issues include:

1. Whether Mr. Epstein can contend that any waiver of liability is satisfied by his not contesting the occurrence of a single rather than multiple predicate offenses as to each claimant? This issue is pertinent since ██████████ has brought six separate claims for §2255 relief each implicating the statutory minimum damage recovery. Amongst the predicates alleged include a predicate offense allegation of a statute that was not even enacted until 2006, i.e., over a year after ██████████ turned 18, and substantially after her last alleged contact with Mr. Epstein. Any requirement that Mr. Epstein not contest liability for that predicate would violate the *ex post facto* laws. Two other predicates are not supported by trustworthy evidence. It is our contention that Mr. Epstein satisfies his NPA obligations by not contesting that he committed at least one predicate offense. Prior correspondence from your office is not inconsistent with our belief that the required scope of waiver was to a predicate offense in the singular, *see, e.g.*, ██████████ letter to Ken ██████████, December 4, 2007, p.2 ("were Mr. Epstein convicted at trial, the plaintiff-victims would not have to show that a violation of an enumeration section of Title 18 took place")?
2. Whether Mr. Epstein can contend that the statutory provisions of §2255 in effect at the time of the offense (*e.g.*, 2004-5) govern the minimum statutory damage amount (\$50,000 rather than \$150,000) under *ex post facto* laws, *see United States v. Scheidt*, 2010 W.L. 144837 (E.D. Cal., 2010) (indicating that the statute in effect at the time of the violation governs the minimum damage remedy)?

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

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██████████, Esq.
██████████, Esq.
██████████, Esq.
March 5, 2010
Page 3

3. Whether personal injury is a separate §2255 element from the predicate offense element so that Mr. Epstein could “agree” to the occurrence of a predicate pursuant to his NPA obligations but still contest that the plaintiff was injured, see United States v. Scheidt, *supra* (finding each to be a separate element) and the letter from Mr. ██████████ to Mr. ██████████, *supra* December 4, 2007 letter at p.2 which agrees that Mr. Epstein can contest the injury element under the NPA (“were Mr. Epstein convicted at trial, the plaintiff-victims in a subsequent Section 2255 suit would still have had some burden to prove that they were ‘victims’”)?

4. Whether the 6-year civil statute of limitations contained in 18 USC §2255 could be raised as an affirmative defense if the facts or allegations demonstrate a greater than 6-year period between the accruing of the cause of action and the complaint, i.e., whether Mr. Epstein can “agree” (for civil §2255 purposes) to the occurrence of a predicate offense and still claim it occurred greater than 6 years before the filing of a Complaint?

5. Whether Mr. Epstein can contest certain claims that are unsupported by trustworthy proof (or in certain cases by any proof at all) so long as he has waives his right to deny the occurrence of at least one predicate offense as required by ¶8 of the NPA?

6. Whether damages are to be awarded based on injury to a plaintiff or based on the number of separately proven claims, see United States v. Baker, 2009 WL 4572785 (E.D.Tex., 2009) where the Court rejected the contention that damages were to be allocated per violation?

We are not asking the government to adopt our legal positions; instead we are simply seeking the right for Mr. Epstein’s civil counsel to raise principled good faith legal issues without fear of the irreparable collateral consequences that would result from any notice by you that you believed that a litigation position adopted by Mr. Epstein’s civil counsel constituted a willful breach. Paragraph 8 and its waiver provisions are not clear (or as stated by Mr. ██████████ are “far from simple,” see Mr. ██████████ letter to Ms. ██████████, December 19, 2007). Paragraph 8 does not “speak for itself.” That the provisions of ¶8 are “far from simple” is illustrated in the construction of those paragraphs by Mr. Epstein’s prior counsel, Jay Lefkowitz, who repeatedly advised Mr. ██████████, by letter, that he considered the waiver of liability to be limited to those who agreed to damages, and was inapplicable to those who chose to litigate, see, e.g., letters from Jay Lefkowitz to

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

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

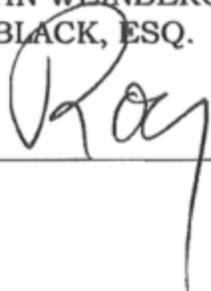
March 5, 2010

Page 4

[REDACTED] October 10, 2007, p.4 and November 29, 2007, p.2. Again, we are only requesting that you inform us whether in the event Mr. Epstein did not contest the commission of at least one predicate – the statutory precondition for the filing of a §2255 lawsuit - you would nevertheless believe that the raising of any of the legal arguments outlined above would violate the NPA

Respectfully submitted,

MARTIN WEINBERG, ESQ.
ROY BLACK, ESQ.

By  _____

/wg

BC | BURMAN, CRITTON
LC | LUTTIER & COLEMAN, LLP
YOUR TRUSTED ADVOCATES
A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, P.A.^{1,2}
GREGORY W. COLEMAN, P.A.
ROBERT D. CRITTON, JR., P.A.¹
BERNARD A. LEBEDEKER
MARK T. LUTTIER, P.A.
MICHAEL J. PIKE
DAVID A. YAREMA

¹FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER

²ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

March 4, 2010

ADELOUJI J. BENAVENTE
PARALEGAL/INVESTIGATOR
JESSICA CADWELL
BOBBIE M. MCKENNA
ASHLIE STOKEN-BARING
BETTY STOKES
PARALEGALS
RITA H. BUDNYK
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EDWARD M. RICCI
OF COUNSEL

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201 S. Biscayne Boulevard, Suite 1300
Miami, FL 33131

Martin G. Weinberg, Esq.
Martin G. Weinberg, PC
20 Park Plaza, Suite 1000
Boston, MA 02116

Re: Jeffrey Epstein

Dear Roy and Marty:

This letter represents my thoughts on issues concerning the NPA and my ability to fully defend Mr. Epstein in the civil case recently filed by Mr. [REDACTED].

Based on a State criminal court ruling last summer, the Non-Prosecution Agreement ("NPA") was made available to the public. With regard to the civil aspect of the NPA, specifically paragraphs 7 and 8 (including the Addendum), our interpretation has been substantially different from that of the attorney representative, Mr. [REDACTED], and other attorneys representing alleged victims. They have interpreted those civil portions of the agreement to assist them in their civil cases in a manner which we believe is inconsistent with both the written word and the intent of the NPA.

Mr. Epstein has continued to fulfill his responsibilities under all aspects of the NPA. Mr. [REDACTED] has represented or currently represents twelve individuals. Of those twelve individuals, eleven have resolved their claims. Of those eleven claims, only two individuals filed contested litigation, [REDACTED] and [REDACTED].

Mr. Epstein and Mr. [REDACTED] have attempted to resolve the issue associated with attorneys fees and costs. Mr. Epstein has, as you know, paid an excess of \$500,000.00 toward the claimed outstanding fees and costs. It is the belief of all attorneys who represent Mr. Epstein that the fees and costs incurred by the attorney representative (for many attorneys and consultants) are excessive and duplicative. Mr. Epstein provided Mr. [REDACTED] a signed Special Master Agreement for resolving the fees/costs issues in February 2010, in substantially the same format which was agreed upon as of December of 2009. The only significant change was use of an out-of-state special master. We were advised by Mr. [REDACTED] and Mr. Podhurst that they no longer agree with using that process.

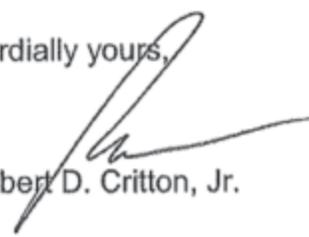
March 4, 2010
Page 2

██████████ now has been filed. While Mr. Epstein clearly recognizes his obligation under the NPA to waive liability to a single predicate offense, Mr. ██████████ has filed an action asserting multiple counts against Mr. Epstein based on multiple predicate acts, including one wherein the statute was not even in effect at the time of the alleged violation. Mr. ██████████ is also aware and agreed that Mr. Epstein could file a declaratory action related to the interpretation of the NPA. Mr. ██████████ reserved the right to contest issues that might be raised in such an action.

It is facially unfair, unjust and inconsistent with the spirit and intent of the NPA that Mr. Epstein be precluded from fully defending himself (except for the waiver of liability as to a single act) especially where no facts exist to support the claim, a statute was not in effect at the time of the alleged incident, etc.

It is my understanding that you are sending a letter to the USAO. I have no objection to your including my letter which expresses some of my concerns with which Mr. Epstein is now confronted based on Mr. ██████████ interpretation of the NPA. While I am not asking the USAO to confirm Mr. Epstein and his attorneys' interpretation of the NPA and/or its spirit and intent, I would request that the USAO give Mr. Epstein the opportunity to fully defend himself, in the civil suit, except for that which is specifically required of him under the NPA.

Cordially yours,



Robert D. Critton, Jr.

RDC/clz

EFTA00233204



U.S. Department of Justice

United States Attorney
Southern District of Florida

500 S. Australian Ave, Ste 400
West Palm Beach, FL 33401

Facsimile: [REDACTED]

April 2, 2010

DELIVERY BY ELECTRONIC MAIL

Roy Black, Esq.
Black Srebnick Kornspan & Stumpf P.A.
[REDACTED]

Re: Jeffrey Epstein

Dear Mr. Black:

The Office is in receipt of your letter of March 29, 2010. We have had a series of correspondence, telephone calls, and meetings regarding the issue of Mr. Epstein's obligation to his victims. We have repeatedly stated that Mr. Epstein is expected to abide by the letter and spirit of the Non-Prosecution Agreement. And we have repeatedly informed you that the U.S. Attorney's Office does not intend to provide advisory opinions to Mr. Epstein or his attorneys regarding the handling of the civil suits filed against him. Yet again, you have asked us to provide such an advisory opinion. The request relates to Mr. Epstein's Motion to Dismiss *in toto* the suit filed against him by [REDACTED], whom we understand is one of the victims identified through the 2006 through 2007 investigation that culminated in the signing of the Non-Prosecution Agreement.

[REDACTED] is represented by Robert Josefsberg, the attorney-representative selected by the Special Master in accordance with the Non-Prosecution Agreement, and the Complaint raises claims exclusively under 18 U.S.C. § 2255. As such, Mr. Epstein has waived his right to contest liability. Despite this waiver, Mr. Epstein and his attorneys want the Court to dismiss the Complaint. In a word, yes, the Office believes that this is a breach of the Non-Prosecution Agreement.

Sincerely,

[REDACTED]
United States Attorney

By: [REDACTED]

Assistant United States Attorney

EFTA00233205

ROY BLACK, ESQ.
APRIL 2, 2010
PAGE 2 OF 2

cc: [REDACTED] U.S. Attorney
[REDACTED] Acting First Assistant U.S. Attorney
[REDACTED] Chief, Northern Division

ROY BLACK
HOWARD M. SREBNICK
SCOTT A. KORNSPAN
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MARIA NEYRA
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JENIFER J. SOULIKIAS
NOAH FOX

E-Mail: [REDACTED]

March 29, 2010

[REDACTED], Esq.
United States Attorney
99 N.E. 4th Street
Miami, FL 33132

[REDACTED]
Assistant United States Attorney
500 South Australian Avenue
West Palm Beach, FL 33401-6223

[REDACTED], Esq.
Assistant United States Attorney
99 N.E. 4th Street
Miami, FL 33132

RE: Jeffrey Epstein

Dear Counsel:

Jeffrey Epstein has an April 5, 2010 deadline for the filing of a Motion to Dismiss, and thereafter an Answer, to claims brought by [REDACTED] pursuant to 18 USC §2255 that were referenced in our earlier letter to you dated March 5, 2010, to which there has been no response. We firmly believe that the issues raised in the draft motion that is appended to this letter do not conflict with, nor, if filed, breach Mr. Epstein's obligations under the NPA.

Please advise if any of the issues in the draft motion authored by his civil counsel Robert Critton are, from your perspective, in conflict with the §2255 provisions of the NPA so that we may reassess our legal opinion that Mr. Epstein's civil counsel can litigate the legal issues contained in the draft motion without fear that the litigation will be construed by your office as being in violation of the NPA. If the government believes that any of the issues intended to be raised in defense of the [REDACTED] lawsuit are in breach of Mr. Epstein's obligations under the NPA, we request notice so that we could decide before any filing whether to file a

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

March 29, 2010

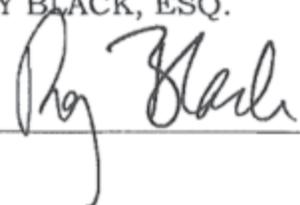
Page 2

Declaratory Judgment action asking the Court presiding over the [REDACTED] lawsuit to determine whether the raising of the issue by motion or defense would be in conflict with Mr. Epstein's contractual duties under the NPA or to withdraw the issue to the extent we become convinced that your position, if in conflict with ours, is correct.

Again, Mr. Epstein's paramount priority, and ours, is that the terms of Mr. Epstein's agreement with the government be followed and fulfilled.

Your truly,

MARTIN WEINBERG, ESQ.
ROY BLACK, ESQ.

By  _____

/wg