

First and foremost, the battle was longer and hard fought.. excesses were were engaged in by both sides, and with the benefit perfect hindsight, I should have stopped the reaching into the personal life of Jeffrey Sloman.. Having never been in such a situation , I frankly, chose to follow the strong advice of my attorneys, but should have known better. I would like to personally apologize to jeff.. He knows the true identities of the culprits, and I have already been punished for some of their sins. They were pushing hard for the inclusion of the daughters info.,and fact wanted to go much further I objected, but was overruled. Dershowitz, was also adamant in its inclusion. As he was flailing around for an explanation to the extraordinary animosity and tactics he felt were being used.

1. First. The NPA was heavily lawyered and negotiated over many months. There were amendments and clarifications before the plea date of jan 04. As in all pleas the rule of contracts apply. And in fact the law is clear that if an ambiguity existis , which in this case there is none , the court must interpret it against the government. In our agreement , , the judge was required to agree to a certain plea. She did WORD FOR WORD. The language that marie refers to, Imprisonment versus , jail sentence, which she wanted to add a few days before the plea, is a distinction without a difference. In the ordinary course of state pleas the phrase imprisonment is used interchangeably , with the phrase jail sentence the latter usually reserved for a county incarceration. However we enclose the statues that regulate state INPRISONMENT , and it is clear that work release is a program authorized for all inmates. The nunc pro tunc order that is quoted in the letter, is simply the judge entering the order for the agreed community control portion of the sentence that was imposed exactly as per the NPA dictated. It is imposed at the end of the incarcerative portion of the sentence. The substitute judge had not entered the order and this oversight was simply being corrected. We enclose a copy of the order and a copy of the plea. (this plea is the exact copy of what was entered and what marie received the day of the plea. The state paperwork is sometimes confusing but take note the exact sentence required buy the NPA is included.
2. Though marie claims that Mr Epsteins work release is a material breach of the NPA, nowhere in her letter does she describe, where in the agreement does a restriction on work release appear. Quite to the contrary the documentary evidence , including a proposed victim notification letter drafted by Alex Acosta prior to the agreed plea date, contains the phrase "when he receives work release". This option allowed to all other inmates was agreed allowed to Mr Epstein as long as it was allowed to all similarly situated inmates, was also confirmed in a conversation between mr Acosta, Jay lefkowitz, and Alan dershowitz, in the offices of the Us>S Attorney last Nov. Our understanding is that Alex remembers it, as described, That the U. S Attrney will not stand in the way of any program specifically work release , as long as it is nothing special, In addition the only justification for maires claim contained in her letter , seems to be her recollections of conversations had with Mr Black and Mr Goldberger, ten months or more after the agreement was signed, remembered somewhat differently by those parties, and not withstanding that in no circumstances, could it be seen to be a modification of a signed agreement , by Mr Epstein. (DO we mention that we had the same issue with the non signed , modification of the victims rights.)

3. Mr Epstein has no intention of violating the NPA . He has spent months in solitary confinement, Is a registered sex offender, cleaned toilets, served food, received only one hour a day outside for months.. A maximum of only two one hour visits a week
4. (canceled in case of rain)
- 5.

Just like every other inmate. To now suggest that his being admitted to a program offered by the sheriff, to all inmates is in some way a breach is confusing. He has lost the majority of his money , his friends his business , and has followed the agreement carefully. WE have given him an unqualified opinion that any and all programs available to others similarly situated, are available to him. In fact to make absolutely sure we have had the agreement read by others . To date the consensus is unanimous the , under contract law, there is no dissension. It is further confusing t that In addition it is agreed that no matter what sentence under what jurisdiction even federal, or state, it would be highly unusual , for the prosecutors, if not impossible to dictate terms to the BOP or the DOC. Once sentenced to the agreed charges and put in custody, Mr. Epstein should be treated as anyone else who in the past has plead guilty to these charges. With the only restriction being the judge not "offering probation or community control in LEIU of incarceration. To avoid any confusion, work release is not community control. Mr Epstein leaves the compound for 12 hrs. a day, six days a week. He can only go to his office. He returns to jail every night . Upon his return he is strip searched, and escorted back to his cell. He is on a gps monitor that is in constant contact with his case agent. Maries letter is correct that he also pays for deputies to sit in his office , out of an abundance of caution , so that could be no allegations of violations or wrongdoing.. When during negotiation there was discussion of "serving" versus sentenced to 18 months time, the language was made clear that gain time calculated as any other inmate would also apply.

6. The letter that marie sent that she refers to on june 27, to jack Goldberger, might be a reflection of what she would have liked the agreement to be, but in no way reflects what it was, and still is.
7. Before Mr Epstein applied for work release we were told on more than one occasion, by the sheriifss office that marie had adcknowledged that it was in the sheriffs descretion whether or not to allow work release and in fact we were told that she did not have an objection to it. As long as he was treated like everyone else. WE have made a 119, request, and are told that there is a confirmation of this in writing from Marie.

Enclosures, npa language, non pro tunc order, plea agreement. Statute allowing work release, victim notification letter, maries e-mail, other work release e mails.