

Dear Marie,

I appreciate your letter of June 17, 2009. I sincerely hope that any and all issues that could generate an adversarial relationship between Mr. Epstein and the United States Attorney's Office are in our past. Like you, we hope that the ongoing, complex, and at times vigorous ~~civil~~ litigation will not again require your involvement, ~~in the parallel civil proceedings~~, nor result in any belief on your part that any ~~pleading or~~ legal position taken by Mr. Epstein's counsel conflicts with the NPA. ~~We also understand that you do not wish to engage in a dialogue with us about the civil litigation.~~

In order to avoid future misunderstandings, however, I would like to have a discussion with you specifically about ~~the parties' our~~ ongoing obligations as you understand them under the NPA. As you know from past experience, and as Mr. Acosta previously acknowledged in letters to my partner Ken Starr (on December 4, 2007) and Lilly Ann Sanchez (on December 19, 2007), the language of ¶ 8 is "far from simple," and subject to significant ambiguity. ~~We fully intend to err on the side of caution, as your June 17 letter advises, and we likewise appreciate your view that it could be awkward for the USAO to conduct a detailed review of our civil pleadings before they are filed.~~

~~With that said,~~ I believe it is both necessary and appropriate to seek immediate clarification from the government about its understanding of a few provisions in the NPA. ~~I While we can ask that is likely, bby no fault of our own that these issues will come before a judge or an independent third party, whose job it will be to interpret the intent of the parties, court to interpret these provisions, I~~ I think the court would most likely turn to both you, and I to seek your our views as the drafters of the agreement view before, before expressing its view. Therefore, I believe it would bring about the finality be that we both seek in a much reduced time frame, if much more efficient and congenial if we could discuss some of the more ambiguous provisions terms in the NPA. ~~in person.~~

One specific example come to mind. First, we clearly understood during the course of negotiating the NPA, and believe that both the language of the NPA and our prior correspondence with your office confirm, that the waiver of liability set forth in ¶ 8 was limited to cases in which an individual on your list was seeking a single recovery for a single injury under § 2255. It would follow, therefore, that the waiver of liability is not triggered in a

situation where there are assertions of multiple predicate acts or multiple incidents with regard the same act. Consistent with our long-term understanding of the NPA, we believe compliance with ¶ 8's waiver of liability requires only that Mr. Epstein stipulate to the existence of a single enumerated predicate that would entitle ~~the-a~~ plaintiff to actual damages (or the applicable statutory minimum damages where actual damages fall short of that floor): for one incident.

In addition if we believe the predate act was time barred, we believe that we would have no obligation under the agreement as well as if any claim was later found to be time barred.

Given your office's prior acknowledgements that the language of the NPA is far from clear, we very much would appreciate an opportunity to discuss ¶ 8 with you in the near future to clarify the few but pivotal questions raised by the npa.—not from the perspective of its impact on ongoing civil cases, but instead as the The very ddefense counsel who that negotiated the NPA with you is and are committed to ensuring that Mr. Epstein abides fully by its terms. It is my sincere hope that our discussion can avert future risks that anything we do will cause you to believe that there has been a breach of the NPA.

Finally, I enclose a letter in response to your June 15 letter in order to provide you with our perspective on the issues you raised. I hope our differing views on certain events over the past several years as reflected in my letter will not in anyway divert us from a common goal of having Mr. Epstein complete his NPA obligations without further tension with your office.