

Ami, Jay:

Please include in the Draft an explanation of the following to refute MV's allegation that JEE refused to promptly fulfill his obligation to secure the services of the attorney representative:

In the last full paragraph on page 2 of 4 of Marie's letter to JL, RB and JG, MV writes:

"Mr. Epstein refused to fulfill promptly Mr. Epstein's obligation to secure the services of an attorney representative for the victims."

However, in MV's Supplemental Declaration, dated December 22, 2008, in the 3771 case, Marie states on page 3, paragraph 9 that Marie prepared a corrected victim notification letter and worked with Mr. Epstein's counsel to resolve certain issues related to the implementation only of "Parts 1 and 2" [referring to the NPA and the Addendum]. Those issues were resolved on September 2, 2008 and September 3, 2008.

On September 8, 2008, Jay Lefkowitz sent a letter to Bob Josefsberg advising Josefsberg that Jeffrey will pay attorney representative for fees associated with consideration of and subsequent settlement of potential 2255 claims and requesting that Josefsberg forward current and future bills to Jay that relate to such work and Jay will arrange for payment, but that we reserve the right in the future to submit bills to a neutral 3rd party for review, though at present Jay wrote there is no need for such a procedure.

Copies of the Supplemental Declaration and September 8, 2008 letter are attached to demonstrate that JEE did not refuse to promptly fulfill his obligations to secure the services of the attorney representative. Promptly after resolution of certain issues relating to the attorney representative provided for in the NPA and Addendum, Jay sent the letter confirming that JEE will pay the attorney representative.