

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

PODHURST ORSECK, P.A.

Plaintiff,

vs.

JEFFREY EPSTEIN,

Defendant.

COMPLAINT

Plaintiff, Podhurst Orseck, P.A., sues Defendant, Jeffrey Epstein, for attorney's fees and costs incurred in the representation of over a dozen minor women sexually abused and exploited by Defendant, and for which Defendant expressly agreed to pay pursuant to a Non-Prosecution Agreement that he entered into with the United States Attorney's Office for the Southern District of Florida. Plaintiff further alleges:

ALLEGATIONS PERTAINING TO ALL COUNTS

Jurisdiction

1. Plaintiff, Podhurst Orseck, P.A. ("Podhurst firm" or "Plaintiff") is a law firm organized and operating as a professional association under the laws of the State of Florida with offices in Miami-Dade County, Florida. For over four decades, the Podhurst firm has concentrated its practice exclusively in trial and appellate litigation in both federal and state court.

2. Defendant, Jeffrey Epstein ("Epstein" or "Defendant"), is fifty-seven years old and is a convicted sexual offender who is a citizen of the Territory of the United States Virgin Islands, where he owns a residence on his own private 70-acre island called "Little St. James."

3. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because the parties are from different states, and federal question jurisdiction pursuant to 28 U.S.C. § 1331 because the claims brought are founded on federal common law and implicate a unique federal interest, for they relate to a Non-Prosecution Agreement entered into by the United States of America, through the United States Attorney's Office for the Southern District of Florida ("USAO").

Venue

4. Defendant currently can be found in Palm Beach, Palm Beach County, Florida, at his mansion located at 358 El Brillo Way, valued at \$6.8 million. Until June 2008, he maintained his principal place of residence in the largest dwelling in Manhattan, a 51,000-square-foot eight-story mansion on the Upper East Side. Defendant also owns a \$30 million, 7,500-acre ranch in New Mexico. In addition to these properties and the Island of Little St. James, and upon information and belief, Defendant is believed to own, or has owned, either directly or indirectly, various residences, including an apartment on the prestigious Avenue Foch in Paris, France; a Boeing 727, a Gulfstream jet, and a helicopter; and a fleet of luxury automobiles, including a Ferrari 575 M.

5. Defendant currently remains in Florida subject to community control while completing a sentence pursuant to a plea of guilty to two felony counts - - Solicitation of Prostitution and Procuring Person Under 18 for Prostitution - - entered in state court in Palm Beach County on June 30, 2008. As one of several conditions of his sentence, Defendant was designated as a Sexual Offender pursuant to Florida law.

6. Plaintiff's third-party claims are derived from a Non-Prosecution Agreement between the United States of America, through the USAO and Defendant, which was executed on or about October 30, 2007 and consists of an initial agreement ("Agreement") and an Addendum ("Addendum"), which, collectively, are referred to as the Non-Prosecution Agreement ("NPA"), *attached hereto as Composite Exhibit A.*

7. Defendant and one of his several attorneys signed the Agreement in New York on September 24, 2007 and the Addendum on September 29, 2007. Upon information and belief, another counsel for Epstein executed the Agreement on September 24, 2007 and the Addendum on October 29, 2007 while in California or Miami. The Assistant United States Attorney who investigated Defendant signed the NPA on September 27, 2007 in West Palm Beach, Florida on behalf of the USAO, whose main office was in Miami, Dade-County, Florida. The last person to sign the agreement was the Chief Assistant United States Attorney, who signed the Addendum for the USAO in Miami on October 30, 2007.¹

The Non-Prosecution Agreement

8. The NPA provided that the USAO and the Federal Bureau of Investigation ("FBI") had investigated Defendant for sexually related federal crimes involving minor females, including, but not limited to, the following:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;

¹ On December 7, 2007, Epstein signed a one-sentence Affirmation of the NPA and Addendum, which he acknowledged were dated October 30, 2007.

- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation of Title 18, United States Code, Section 2423(b); and
- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2.

9. The NPA further provided that federal prosecution for these crimes would be deferred in favor of prosecution by state authorities, provided that Defendant abided by all of the terms and conditions set forth in the NPA.

10. Among the terms to which Epstein expressly agreed was the appointment of an attorney representative to represent the young women he victimized as minors by his illicit, sexual conduct.

11. Epstein not only agreed to the appointment of the attorney representative, but agreed to pay for any fees and costs that the attorney representative incurred before, during, and through settlement of the various cases. More specifically, Epstein agreed to the following:

7. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. *Upon the execution of this agreement, the United States, in consultation with and subject to the good [REDACTED] approval of Epstein's counsel, shall select an attorney representative for these persons, who shall be paid for by Epstein.* Epstein's counsel may

contact the identified individuals through that representative.

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good [REDACTED] approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. *If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good [REDACTED] objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.*
- 7C. *Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him.* Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. § 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in § 2255 to bear the costs of the attorney representative, shall cease.
8. If any of the individuals referred to in paragraph (7), *supra*, elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to and an amount as agreed to between the identified individuals and Epstein, so long as the identified individuals elect to proceed exclusively under 18 U.S. C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.

12. According to the NPA, Epstein's failure to pay the fees and costs of the attorney representative would constitute a material breach of the NPA because, by "signing this agreement, Epstein assert[ed] and certifie[d] that each of [the NPA's] terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the [NPA] and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses."

13. The attorney representative who was to counsel, advise, and represent the young women who, as minors, were victimized by Defendant's illicit, sexual conduct was to be chosen by a Special Master, The Honorable Edward B. [REDACTED] former Chief Judge of the United States District Court for the Southern District of Florida, whose office was in Miami, Florida. The Special Master was instructed by the USAO to identify a lawyer with extraordinary experience and abilities. Specifically, in selecting the attorney representative, the USAO instructed the Special Master that, "[d]ue to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:"

1. Experience doing both plaintiffs' and defense litigation.
2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women.
4. Experience litigating against large law firms and high profile attorneys who may test the veracity of the victims' claims.
5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.

7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached (defense counsel has reserved the right to challenge such litigation).
8. The ability to negotiate effectively.

Letter dated October 25, 2007, from First Assistant United States Attorney to the Honorable Edward B. [REDACTED] (Ret.), attached hereto as Exhibit B.

14. The attorney representative recommended by the Special Master and agreed to by the USAO and Epstein was [REDACTED] C. Josefsberg, Esq., a partner in the Podhurst firm. A graduate of Dartmouth College and Yale Law School, Mr. Josefsberg is one of Florida's premier trial lawyers. For years he has been listed in the *Best Lawyers in America* as both a business litigator and a criminal defense lawyer, and, since 2003, has been listed in *Chambers & Partners* as one of the top four commercial litigators in Florida. Mr. Josefsberg is a past President and Dean of the International Academy of Trial lawyers, a fellow of the American College of Trial Lawyers, and a Member of the American Board of Trial Advocates. Throughout his career, Mr. Josefsberg has received numerous awards, including the David Dyer Professionalism Award and the Tobias Simon Pro Bono Award, which is "presented annually by the Chief Justice [of the Florida Supreme Court] to the attorney who best exemplifies the highest ideals of the profession in assuring the availability of legal services to the poor."

15. Mr. Josefsberg devoted his time and effort as the attorney representative for those victims of Defendant who chose to avail themselves of his services according to the terms provided in the NPA. The attorney representative began his work relying upon the obligation of Defendant to pay his fees and costs, as well as the representation of Defendant's counsel that the attorney representative would be paid his "usual and customary hourly rates" for his work.

Letter dated September 2, 2008 from Epstein's counsel to Assistant United States Attorney, attached hereto as Exhibit C.

16. Throughout the defense of the claims that were made by the young women being represented by the attorney representative, as well as the settlement of those claims, Epstein was represented by a large number of nationally and locally recognized lawyers, including, but not limited to, Kenneth Starr, Esq. and Jay Lefkowitz, Esq. of Kirkland & Ellis LLP, a global law firm with approximately 1,500 lawyers; Alan Dershowitz, the renowned Harvard Law Professor who has been called the "top lawyer of last resort in the country;" Roy Black, Esq., recognized as one of the country's premier trial lawyers; Martin G. Weinberg, Esq., one of the country's most prominent criminal defense lawyers; Jack A. Goldberger, Esq., a prominent Palm Beach lawyer; and [REDACTED] D. Critton, Jr., Esq. and Michael Burman, Esq. of the firm Burman, Critton Luttier & Coleman, LLP, a prominent Palm Beach law firm.

17. Because of the number and caliber of lawyers representing Epstein, as well as the number of women being represented and the severe psychological injuries that these young women had sustained as victims of Epstein, the attorney representative recognized early on that he would need additional support from both inside and outside the Podhurst firm. This additional support was critical to ensure that these women were thoroughly and adequately represented. Accordingly, the attorney representative, Mr. Josefsberg, sought and obtained the assistance of his partner, Katherine W. Ezell, other employees of the firm, and two independent contractors, Amy Josefsberg Ederi, Esq. and Susan E. Bennett, Esq., who were chosen for their respective skills and experience (collectively, the "team"). Epstein, either directly or through one of his many lawyers, was aware of the specific lawyers assisting the attorney representative.

18. As a result of, and in reliance upon, the representations of Defendant and his attorneys, and pursuant to Defendant's obligations in the NPA, Mr. Josefsberg and his team undertook the legal representation of over a dozen of Defendant's victims, all of whom were among the thirty-three (33) females identified by the USAO as those upon whose testimony the USAO was prepared to move forward in federally prosecuting Defendant.

19. The representation of these young women who had been sexually abused and exploited as minors by Epstein was arduous and difficult.

20. The representation was arduous and difficult in large part because of the psychological and physical damages these females had suffered, and continue to suffer, as a result of Defendant's sexual conduct. By way of example only, Defendant began sexually abusing and exploiting one of his female victims when she was only fifteen (15) years old. After luring this fifteen-year-old to his mansion and assaulting her with the assistance of one of the several women who would procure minor females for Defendant's pleasure, Defendant lured her to his Palm Beach mansion every day for the next two weeks in order to engage in a similar pattern of sexual abuse and exploitation.

21. Defendant eventually "groomed" this adolescent minor and immersed her into his lewd and sexually exploitive lifestyle. Specifically, Defendant's daily routine required this minor female to perform sexually on Defendant multiple times per day. This minor victim had absolutely no say as to when, how many times, or what was done during each sexual encounter.

22. In addition to being continually exploited to satisfy Defendant's every sexual whim, this adolescent was required to be sexually exploited by Defendant's adult male peers, including royalty, politicians, academicians, businessmen, and other professional and personal acquaintances.

23. The other women whom Mr. Josefsberg and his team represented also suffered sexual abuse and exploitation as minor victims of Defendant.

24. Throughout the representation, Mr. Josefsberg and his team met with, advised, and counseled these sexually abused and exploited young women on their potential claims against Defendant, as well as the prospects of settlement.

25. The representation of these young women by Mr. Josefsberg and his team included, but was not limited to:

- a. meeting with and receiving training and information from experts in child sex abuse in order to be able to recognize perpetrators' patterns and effects on the lives of young female victims;
 - conducting a nation-wide search for the most qualified, appropriate, and effective experts to evaluate clients with injuries of this type, including research and initial requests for proposals from numerous psychologists as candidates;
 - reviewing qualifications, consulting with peers, and talking to and corresponding with candidates;
 - conducting interviews in person with the final candidates;
 - working with selected psychological experts to understand and assess the damages suffered by the young women;
 - negotiating and formulating the evaluation procedure; and
 - coordinating the arrangements to enable the chosen experts to conduct testing, interviews, and evaluations of each client;
- b. interviewing the young women at length to assess their background, the conduct to which they had been subjected, and the physical and psychological damage they had suffered as a result of Defendant's conduct;
- c. interviewing collateral witnesses, including parents, siblings, husbands, and others relating to each of the young women as a means of assessing the injuries they had sustained;

- d. researching the damages and other remedies available under 18 U.S.C. § 2255, a seldom used federal statute under which the young women were proceeding pursuant to the NPA;
- e. researching 18 U.S.C. § 2255, which was amended in 2006, in order to assess the applicable version of the statute;
- f. researching the predicate offenses upon which claims under § 2255 could be established;
- g. determining the implication of the statutes of limitations on each young woman's case;
- h. investigating and assessing the background, history, and ongoing status of Defendant;
- i. reviewing and examining the records of the young women, including, but not limited to, medical, educational, and mental health;
- j. in some instances where the clients had journals, photographs, and/or scrap books, reviewing those materials;
- k. researching and briefing certain critical issues and negotiating agreements pertaining thereto, only to have to resort to court intervention, including, but not limited to, location and preservation of evidence and the need and practical application of a No-Contact Order to protect clients from harassment and intimidation;
- l. engaging in extensive and protracted settlement negotiations with Defendant and his multitude of lawyers;
- m. often drafting from Defendant's specifications, the results of which when presented, were rejected in favor of substantive changes never before discussed.

26. In spite of Defendant's non-compliance throughout this process, after extensive, lengthy, and protracted negotiations with Defendant and several of his attorneys, settlements have been finalized and executed in many of the cases handled by the attorney representative.

27. During those extensive, lengthy, and protracted settlement negotiations, Defendant took positions that, at best, were unreasonable, and, at worst, exemplified his continuing bad



28. Extensive and lengthy discussions similarly ensued when it became clear that Defendant did not intend to abide by the NPA by promptly paying the fees and costs of the Podhurst firm, Mr. Josefsberg, and his team for their representation of the young women who, as minors, were sexually abused and exploited by Defendant. Intense and frustrating negotiations regarding Defendant's obligation to pay were conducted between the Podhurst firm and Defendant's multitude of lawyers over the course of more than twenty (20) months of representation.

29. The representation and legal work done by Mr. Josefsberg, the attorney representative, and his team on behalf of the young women who, as minors, were sexually abused and exploited by Defendant has generated, and continues to generate, significant attorney's fees and costs that Defendant expressly agreed to pay pursuant to the NPA.

30. For the extensive legal work done on behalf of these young women through settlement by Mr. Josefsberg and his team, the Podhurst firm is currently owed a total of more than Two Million Dollars (\$2,000,000) in fees and costs, with additional fees and costs being incurred and billed to Defendant in the future.

31. Defendant's failure to pay the fees and costs of the attorney representative and the Podhurst firm is a material breach of his obligations under the NPA and has totally thwarted and frustrated the intent and purpose of having the attorney representative and his team represent the many young women who, as minors, were sexually abused and exploited by Defendant.

32. Epstein's failure to pay the attorney's fees and costs he expressly agreed to pay the attorney representative is not his only material breach of the NPA. Despite his agreement and promise in the NPA to waive his right to contest liability in any suit brought pursuant to 18 U.S.C. § 2255, Epstein has breached this obligation by contesting liability in the cases against him by the young women who, as minors, he sexually abused and exploited. On at least one occasion, the USAO placed Defendant on notice that he was in breach of the NPA.

33. It has become abundantly clear that Epstein, having obtained the benefits of the NPA and having escaped federal criminal prosecution, now believes that he can simply ignore—without consequence—the obligations imposed under the NPA. Put simply, Epstein believes he is above the law.

COUNT I
BREACH OF THIRD PARTY AGREEMENT

34. Plaintiff realleges paragraphs 1 through 33 as though they were fully set forth herein.

35. The NPA is an enforceable agreement between the Defendant and the United States, both of whom entered into the NPA with the intent of benefiting certain third parties.

36. The NPA specifically and clearly intended to benefit the Podhurst firm, in that the attorney representative, a Podhurst partner who is compensated by the firm, was to be paid for his services at his regular customary hourly rate by Epstein.

37. The attorney representative, certain other members and employees of the Podhurst firm, and the independent lawyers and experts they hired to assist them in the representation of the young women who, as minors, were abused and exploited by Defendant, generated fees at their usual hourly rates, as well as expenses and costs.

38. Despite Defendant's express agreement and obligation under the NPA to pay for the fees and costs incurred by the attorney representative in connection with the representation of the many minor females who Defendant sexually abused and exploited, Defendant has paid only a small portion of the fees and costs incurred, and has failed—despite numerous meetings and repeated requests—to pay the remainder of the outstanding fees and costs due the attorney representative and the Podhurst firm.

39. Defendant's failure to pay the attorney representative and his team the attorney's fees and costs incurred is a clear and material breach of Defendant's obligation under the NPA.

40. Such material breach of the NPA has caused substantial damages to the Podhurst firm, the attorney representative, and the independent lawyers who were intended beneficiaries under the NPA.

WHEREFORE, as a result of Defendant's breach of the NPA and the resulting damages to its intended third party beneficiary, Plaintiff seeks damages in excess of Two Million Dollars (\$2,000,000), representing the attorney's fees and costs incurred by the Podhurst firm and the attorney representative on behalf of Defendant's victims, along with the reasonable fees and costs associated with their efforts herein to make themselves whole, including, but not limited to, attorney's fees and costs pursuant to Florida Statutes, pre-judgment and post-judgment interest, and any other relief this Court deems just and proper.

COUNT II

BREACH OF COVENANT OF GOOD ██████████ AND FAIR DEALING

41. Plaintiff realleges paragraphs 1 through 33 as though fully set forth herein.

42. The NPA is an enforceable agreement between Defendant and the United States. Defendant and the United States entered into the NPA with the clear and expressed intent to

benefit certain third parties, including the attorney representative, Mr. Josefsberg, and the Podhurst firm.

43. The NPA contains an implied covenant of good [REDACTED] and fair dealing.

44. Under the NPA, Defendant expressly agreed and was obligated to pay the fees and costs of the attorney representative, a partner at the Podhurst firm, before, during, and through any settlement of each case that he and the Podhurst firm were handling on behalf of the victims whom Defendant sexually abused and exploited.

45. Specifically, the NPA expressly provides that, “[u]pon the execution of this agreement, the United States, in consultation with and subject to the good [REDACTED] approval of Epstein’s counsel, shall select an attorney representative for these persons, who shall be paid for by Epstein.”

46. The NPA further provides that “Epstein has agreed to pay the fees of the attorney representative.”

47. Defendant breached the implied covenant of good [REDACTED] and fair dealing contained in the NPA, as well as in those provisions in which Defendant agreed to pay the fees and costs of the attorney representative, by, among other things,

(a) repeatedly delaying the payment of the fees and costs incurred through settlement by the attorney representative and his team;

(b) despite suggesting that a Special Master be selected to settle the issue of fees and costs incurred by the attorney representative, initially denying the existence of the parties’ agreement to do so, and delaying the selection of such Special Master by making numerous, unreasonable, and often surreptitious changes to the proposed Special Master agreement; and

(c) causing the attorney representative and the Podhurst firm to incur additional fees and costs by not responding to requests in a timely fashion, or at all; by taking unreasonable positions, including contesting liability of a § 2255 claim; and by reaching agreement on various issues and then renegeing on the agreements reached, all the while contending that the fees and costs incurred by the attorney representative and his team were excessive and unreasonable.

48. By his actions, Defendant has acted in bad [REDACTED], unfairly, unconscionably, and maliciously toward the attorney representative and his team, who were clearly intended beneficiaries under the NPA, and has caused the Plaintiff damages.

WHEREFORE, as a result of Defendant's unreasonable and unconscionable actions, which constitute a breach of the implied covenant of good [REDACTED] and fair dealing in the NPA, Plaintiff seeks damages in excess of Two Million Dollars (\$2,000,000), representing the attorney's fees and costs incurred by the Podhurst firm on behalf of Defendant's victims through

settlement and pursuant to the NPA, along with the reasonable fees and costs associated with its efforts herein to make itself whole, attorneys fees and costs pursuant to Florida Statutes, pre-judgment and post-judgment interest, and any other relief this Court deems just and proper.

DATED this 17th day of May, 2010.

Respectfully submitted,
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COMPOSITE EXHIBIT A
NON-PROSECUTION AGREEMENT AND
ADDENDUM

IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

NON-PROSECUTION AGREEMENT

IT APPEARING that the City of Palm Beach Police Department and the State Attorney's Office for the 15th Judicial Circuit in and for Palm Beach County (hereinafter, the "State Attorney's Office") have conducted an investigation into the conduct of Jeffrey Epstein (hereinafter "Epstein");

IT APPEARING that the State Attorney's Office has charged Epstein by indictment with solicitation of prostitution, in violation of Florida Statutes Section 796.07;

IT APPEARING that the United States Attorney's Office and the Federal Bureau of Investigation have conducted their own investigation into Epstein's background and any offenses that may have been committed by Epstein against the United States from in or around 2001 through in or around September 2007, including:

- (1) knowingly and willfully conspiring with others known and unknown to commit an offense against the United States, that is, to use a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution, in violation of Title 18, United States Code, Section 2422(b); all in violation of Title 18, United States Code, Section 371;
- (2) knowingly and willfully conspiring with others known and unknown to travel in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, in violation of Title 18, United States Code, Section 2423(b); all in violation of Title 18, United States Code, Section 2423(e);
- (3) using a facility or means of interstate or foreign commerce to knowingly persuade, induce, or entice minor females to engage in prostitution; in violation of Title 18, United States Code, Sections 2422(b) and 2;
- (4) traveling in interstate commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females; in violation

of Title 18, United States Code, Section 2423(b); and

- (5) knowingly, in and affecting interstate and foreign commerce, recruiting, enticing, and obtaining by any means a person, knowing that the person had not attained the age of 18 years and would be caused to engage in a commercial sex act as defined in 18 U.S.C. § 1591(c)(1); in violation of Title 18, United States Code, Sections 1591(a)(1) and 2; and

IT APPEARING that Epstein seeks to resolve globally his state and federal criminal liability and Epstein understands and acknowledges that, in exchange for the benefits provided by this agreement, he agrees to comply with its terms, including undertaking certain actions with the State Attorney's Office;

IT APPEARING, after an investigation of the offenses and Epstein's background by both State and Federal law enforcement agencies, and after due consultation with the State Attorney's Office, that the interests of the United States, the State of Florida, and the Defendant will be served by the following procedure;

THEREFORE, on the authority of R. Alexander Acosta, United States Attorney for the Southern District of Florida, prosecution in this District for these offenses shall be deferred in favor of prosecution by the State of Florida, provided that Epstein abides by the following conditions and the requirements of this Agreement set forth below.

If the United States Attorney should determine, based on reliable evidence, that, during the period of the Agreement, Epstein willfully violated any of the conditions of this Agreement, then the United States Attorney may, within ninety (90) days following the expiration of the term of home confinement discussed below, provide Epstein with timely notice specifying the condition(s) of the Agreement that he has violated, and shall initiate its prosecution on any offense within sixty (60) days' of giving notice of the violation. Any notice provided to Epstein pursuant to this paragraph shall be provided within 60 days of the United States learning of facts which may provide a basis for a determination of a breach of the Agreement.

After timely fulfilling all the terms and conditions of the Agreement, no prosecution for the offenses set out on pages 1 and 2 of this Agreement, nor any other offenses that have been the subject of the joint investigation by the Federal Bureau of Investigation and the United States Attorney's Office, nor any offenses that arose from the Federal Grand Jury investigation will be instituted in this District, and the charges against Epstein if any, will be dismissed.

Terms of the Agreement:

1. Epstein shall plead guilty (not nolo contendere) to the Indictment as currently pending against him in the 15th Judicial Circuit in and for Palm Beach County (Case No. 2006-cf-009495AXXXMB) charging one (1) count of solicitation of prostitution, in violation of Fl. Stat. § 796.07. In addition, Epstein shall plead guilty to an Information filed by the State Attorney's Office charging Epstein with an offense that requires him to register as a sex offender, that is, the solicitation of minors to engage in prostitution, in violation of Florida Statutes Section 796.03;
2. Epstein shall make a binding recommendation that the Court impose a thirty (30) month sentence to be divided as follows:
 - (a) Epstein shall be sentenced to consecutive terms of twelve (12) months and six (6) months in county jail for all charges, without any opportunity for withholding adjudication or sentencing, and without probation or community control in lieu of imprisonment; and
 - (b) Epstein shall be sentenced to a term of twelve (12) months of community control consecutive to his two terms in county jail as described in Term 2(a), *supra*.
3. This agreement is contingent upon a Judge of the 15th Judicial Circuit accepting and executing the sentence agreed upon between the State Attorney's Office and Epstein, the details of which are set forth in this agreement.
4. The terms contained in paragraphs 1 and 2, *supra*, do not foreclose Epstein and the State Attorney's Office from agreeing to recommend any additional charge(s) or any additional term(s) of probation and/or incarceration.
5. Epstein shall waive all challenges to the Information filed by the State Attorney's Office and shall waive the right to appeal his conviction and sentence, except a sentence that exceeds what is set forth in paragraph (2), *supra*.
6. Epstein shall provide to the U.S. Attorney's Office copies of all

proposed agreements with the State Attorney's Office prior to entering into those agreements.

7. The United States shall provide Epstein's attorneys with a list of individuals whom it has identified as victims, as defined in 18 U.S.C. § 2255, after Epstein has signed this agreement and been sentenced. Upon the execution of this agreement, the United States, in consultation with and subject to the good [REDACTED] approval of Epstein's counsel, shall select an attorney representative for these persons, who shall be paid for by Epstein. Epstein's counsel may contact the identified individuals through that representative.
8. If any of the individuals referred to in paragraph (7), *supra*, elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to an amount as agreed to between the identified individual and Epstein, so long as the identified individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, as to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.
9. Epstein's signature on this agreement also is not to be construed as an admission of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person whose name does not appear on the list provided by the United States.
10. Except as to those individuals who elect to proceed exclusively under 18 U.S.C. § 2255, as set forth in paragraph (8), *supra*, neither Epstein's signature on this agreement, nor its terms, nor any resulting waivers or settlements by Epstein are to be construed as admissions or evidence of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person, whether or not her name appears on the list provided by the United States.
11. Epstein shall use his best efforts to enter his guilty plea and be

sentenced not later than October 26, 2007. The United States has no objection to Epstein self-reporting to begin serving his sentence not later than January 4, 2008.

12. Epstein agrees that he will not be afforded any benefits with respect to gain time, other than the rights, opportunities, and benefits as any other inmate, including but not limited to, eligibility for gain time credit based on standard rules and regulations that apply in the State of Florida. At the United States' request, Epstein agrees to provide an accounting of the gain time he earned during his period of incarceration.
13. The parties anticipate that this agreement will not be made part of any public record. If the United States receives a Freedom of Information Act request or any compulsory process commanding the disclosure of the agreement, it will provide notice to Epstein before making that disclosure.

Epstein understands that the United States Attorney has no authority to require the State Attorney's Office to abide by any terms of this agreement. Epstein understands that it is his obligation to undertake discussions with the State Attorney's Office and to use his best efforts to ensure compliance with these procedures, which compliance will be necessary to satisfy the United States' interest. Epstein also understands that it is his obligation to use his best efforts to convince the Judge of the 15th Judicial Circuit to accept Epstein's binding recommendation regarding the sentence to be imposed, and understands that the failure to do so will be a breach of the agreement.

In consideration of Epstein's agreement to plead guilty and to provide compensation in the manner described above, if Epstein successfully fulfills all of the terms and conditions of this agreement, the United States also agrees that it will not institute any criminal charges against any potential co-conspirators of Epstein, including but not limited to [REDACTED] [REDACTED] [REDACTED] or [REDACTED]. Further, upon execution of this agreement and a plea agreement with the State Attorney's Office, the federal Grand Jury investigation will be suspended, and all pending federal Grand Jury subpoenas will be held in abeyance unless and until the defendant violates any term of this agreement. The defendant likewise agrees to withdraw his pending motion to intervene and to quash certain grand jury subpoenas. Both parties agree to maintain their evidence, specifically evidence requested by or directly related to the grand jury subpoenas that have been issued, and including certain computer equipment, inviolate until all of the terms of this agreement have been satisfied. Upon the successful completion of the terms of this agreement, all outstanding grand jury subpoenas shall be deemed withdrawn.

By signing this agreement, Epstein asserts and certifies that each of these terms is material to this agreement and is supported by independent consideration and that a breach of any one of these conditions allows the United States to elect to terminate the agreement and to investigate and prosecute Epstein and any other individual or entity for any and all federal offenses.

By signing this agreement, Epstein asserts and certifies that he is aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. Epstein further is aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. Epstein hereby requests that the United States Attorney for the Southern District of Florida defer such prosecution. Epstein agrees and consents that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary delay at his own request, and he hereby waives any defense to such prosecution on the ground that such delay operated to deny him rights under Rule 48(b) of the Federal Rules of Criminal Procedure and the Sixth Amendment to the Constitution of the United States to a speedy trial or to bar the prosecution by reason of the running of the statute of limitations for a period of months equal to the period between the signing of this agreement and the breach of this agreement as to those offenses that were the subject of the grand jury's investigation. Epstein further asserts and certifies that he understands that the Fifth Amendment and Rule 7(a) of the Federal Rules of Criminal Procedure provide that all felonies must be charged in an indictment presented to a grand jury. Epstein hereby agrees and consents that, if a prosecution against him is instituted for any offense that was the subject of the grand jury's investigation, it may be by way of an Information signed and filed by the United States Attorney, and hereby waives his right to be indicted by a grand jury as to any such offense.

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By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

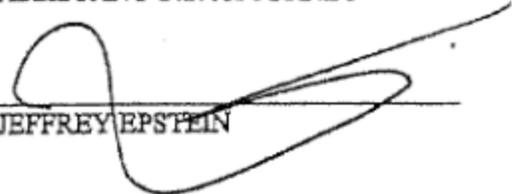
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____

ASSISTANT U.S. ATTORNEY

Dated: 9/24/07



JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By:

ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 9/24/07

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this agreement, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the conditions of this Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: _____

By: _____

ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

IN RE:
INVESTIGATION OF
JEFFREY EPSTEIN

ADDENDUM TO THE NON-PROSECUTION AGREEMENT

IT APPEARING that the parties seek to clarify certain provisions of page 4, paragraph 7 of the Non-Prosecution Agreement (hereinafter "paragraph 7"), that agreement is modified as follows:

- 7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good [REDACTED] approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good [REDACTED] objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.
- 7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph C, *infra*.
- 7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. s 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in s 2255 to bear the costs of the attorney representative, shall cease.

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: 10/30/07

By:


ASSISTANT U.S. ATTORNEY

Dated: 10/29/07


JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

By signing this Addendum, Epstein asserts and certifies that the above has been read and explained to him. Epstein hereby states that he understands the clarifications to the Non-Prosecution Agreement and agrees to comply with them.

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Dated: 10/30/07

By:



ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 10/29/07



GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: _____

LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

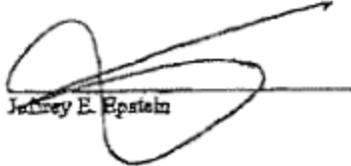
Dec-07-07 04:55pm From:Fowler-White Barnett

3057869221

Y-000 P.000/004 F-078

Affirmation

I, Jeffrey E. Epstein do hereby re-affirm the Non-Prosecution Agreement and Addendum to same dated October 30, 2007.


Jeffrey E. Epstein

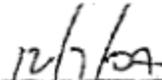

Date

EXHIBIT B

**LETTER DATED OCTOBER 25, 2007 FROM
FIRST ASSISTANT UNITED STATES ATTORNEY TO
THE HONORABLE EDWARD B. [REDACTED] (Ret.)**



U.S. Department of Justice

United States Attorney
Southern District of Florida

99 N.E. 4th Street
Miami, FL 33132
Telephone: (305) 961-9299
Facsimile: (305) 530-6444

October 25, 2007

DELIVERY BY FACSIMILE

The Hon. Edward B. [REDACTED] (Ret.)
Akerman Senterfitt
One Southeast Third Avenue, 25th Floor
Miami, Florida 33131

Re: Service as a Special Master

Dear Judge [REDACTED]:

Thank you for agreeing to serve as a Special Master and for assisting the United States Attorney's Office in the selection of an attorney representative to represent a group of identified victims. This letter is meant to assist you in performing your duties by providing you with background information regarding the agreement between the United States and Jeffrey Epstein and the duties that the attorney representative will have to perform.

The Federal Bureau of Investigation and the U.S. Attorney's Office conducted an investigation of Mr. Epstein. As a result of that investigation, the U.S. Attorney's Office and Mr. Epstein entered into a Non-Prosecution Agreement and an Addendum that contains, *inter alia*, the following terms:

7A. The United States has the right to assign to an independent third-party the responsibility for consulting with and, subject to the good [REDACTED] approval of Epstein's counsel, selecting the attorney representative for the individuals identified under the Agreement. If the United States elects to assign this responsibility to an independent third-party, both the United States and Epstein retain the right to make good [REDACTED] objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.

THE HON. EDWARD B. [REDACTED] (RET.)
OCTOBER 25, 2007
PAGE 2 OF 4

7B. The parties will jointly prepare a short written submission to the independent third-party regarding the role of the attorney representative and regarding Epstein's Agreement to pay such attorney representative his or her regular customary hourly rate for representing such victims subject to the provisions of paragraph 7C, infra.

7C. Pursuant to additional paragraph 7A, Epstein has agreed to pay the fees of the attorney representative selected by the independent third party. This provision, however, shall not obligate Epstein to pay the fees and costs of contested litigation filed against him. Thus, if after consideration of potential settlements, an attorney representative elects to file a contested lawsuit pursuant to 18 U.S.C. § 2255 or elects to pursue any other contested remedy, the paragraph 7 obligation of the Agreement to pay the costs of the attorney representative, as opposed to any statutory or other obligations to pay reasonable attorneys fees and costs such as those contained in § 2255 to bear the costs of the attorney representative, shall cease.

8. If any of the individuals referred to [in the paragraphs above] elects to file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the United States District Court for the Southern District of Florida over his person and/or the subject matter, and Epstein waives his right to contest liability and also waives his right to contest damages up to an amount agreed to between Epstein and the identified individual, so long as the identified individual elects to proceed exclusively under 18 U.S.C. § 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law. Notwithstanding this waiver, with respect to those individuals whose names appear on the list provided by the United States, Epstein's signature on this agreement, his waivers and failures to contest liability and such damages in any suit are not to be construed as an admission of any criminal or civil liability.

9. Epstein's signature on this agreement also is not to be construed admission of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person whose name does not appear on the list provided by the United States.

10. Except as to those individuals who elect to proceed exclusively under 18 U.S.C. § 2255, as set forth in [the above paragraphs], neither Epstein's

THE HON. EDWARD B. [REDACTED] (RET.)
OCTOBER 25, 2007
PAGE 3 OF 4

signature on this agreement, nor its terms, nor any resulting waivers or settlements by Epstein are to be construed as admissions or evidence of civil or criminal liability or a waiver of any jurisdictional or other defense as to any person, whether or not her name appears on the list provided by the United States.

The most recent version of the statute referenced above, 18 U.S.C. § 2255, provides that:

Any person who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title and who suffers personal injury as a result of such violation, regardless of whether the injury occurred while such person was a minor, may sue in any appropriate United States District Court and shall recover the actual damages such person sustains and the cost of the suit, including a reasonable attorney's fee. Any person as described in the preceding sentence shall be deemed to have sustained damages of no less than \$150,000 in value.¹

Section 2422 prohibits the use of a facility of interstate commerce to induce minors to engage in sexual activity and prostitution, and section 2423 prohibits interstate travel for the purpose of engaging in sexual activity or prostitution with minors. The United States has identified 34 victims as defined by this statute. The United States takes no position as to the validity of any such claim under this statute.

Due to the circumstances of the case and the number and caliber of the attorneys who represent Mr. Epstein, in selecting the victims' attorney representative, the United States suggests that you consider the following criteria:

1. Experience doing both plaintiffs' and defense litigation.
2. Experience with state and federal statutory and common law tort claims.
3. The ability to communicate effectively with young women.
4. Experience litigating against large law firms and high profile attorneys who

¹ An earlier version of this statute deems that any person described in the preceding sentence shall have sustained damages of no less than \$50,000 in value.

THE HON. EDWARD B. [REDACTED] (RET.)
OCTOBER 25, 2007
PAGE 4 OF 4

may test the veracity of the victims' claims.

5. Sensitivity to the nature of the suit and the victims' interest in maintaining their privacy.
6. Experience litigating in federal court in the Southern District of Florida.
7. The resources to hire experts and others, while working on a contingency fee basis, in order to prepare for trial, if a settlement cannot be reached (defense counsel has reserved the right to challenge such litigation).
8. The ability to negotiate effectively.

Pursuant to this letter, the United States assigns to you the responsibility for consulting with and selecting the attorney representative for the individuals. The United States and Epstein retain the right to make good [REDACTED] objections to the attorney representative you select prior to the final designation of the attorney representative. In that regard, after you have reached a decision regarding the attorney representative, please provide me with his or her name and contact information.

If I can provide you with any further information, please do not hesitate to contact me and/or the U.S. Attorney and/or Jay Lefkowitz, Esq. on behalf of Epstein. Mr. Lefkowitz can be reached at (212) 446-4970 - Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611. Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By: [REDACTED]

First Assistant United States Attorney

cc: AUSA [REDACTED]

**PROPOSAL FOR PROCEEDING ONCE ATTORNEY
IS SELECTED**

1. Provide selected attorney with:
 - a. a copy of the relevant portion of the Non-Prosecution Agreement;
 - b. the names and contact information for the identified victims; and
 - c. a retainer agreement.
 - i. The retainer agreement will provide for the monthly billing of fees at an hourly rate and monthly expenses.
 - ii. The billing statements will be sent to and paid by an attorney or accountant not involved in the damages litigation, and will not be made available to any person or firm involved in the damages litigation.
 - iii. Billing statements will have privileged and work product information redacted.
 - iv. Disputes regarding fees will be referred to a Special Master (perhaps the Special Master who selected the attorney).
2. The agents and I will contact the girls individually to inform them of the resolution of the case, including the selection of an attorney to represent them, if they so choose. I will provide them with the name and telephone number of the attorney and also let them know that the attorney will be contacting them.
3. The selected attorney will contact each victim and review with her the facts of her case and the options that she has, namely:
 - a. selecting another attorney and handling everything through that attorney;
 - b. attempting to reach an agreement with Mr. Epstein for an amount of damages pursuant to 18 U.S.C. § 2255;
 - c. filing suit seeking other state and/or federal damages or restitution; and
 - d. not seeking any money damages from Mr. Epstein.

4. If the specific victim selects option (3)(b), the selected attorney will contact counsel for Mr. Epstein to negotiate a settlement amount and the terms of that settlement.
5. If the specific victim selects option (3)(b) and the parties are unable to reach an agreement regarding a settlement amount, then the victim can:
 - a. ask the selected attorney to file suit in the U.S. District Court for the Southern District of Florida, pursuant to 18 U.S.C. § 2255; or
 - b. file suit in state or federal court pursuing damages under any state or federal remedy.
6. If the specific victim selects option (5)(a), the representation of the victim by the selected attorney will continue using the same monthly billing and payment system contained in the retainer agreement.
7. If the specified victim selects option (5)(b), Mr. Epstein will have no further obligation to pay the attorney, except as ordered by the Court hearing the suit.

EXHIBIT C

**LETTER DATED SEPTEMBER 2, 2008 FROM EPSTEIN'S COUNSEL
TO ASSISTANT UNITED STATES ATTORNEY**

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Jay P. Lefkowitz, P.C.
To Call Writer Directly:
(212) 446-4800
lefkowitz@kirkland.com

CRGroup Center
168 East 63rd Street
New York, New York 10022-4811
(212) 446-4800
www.kirkland.com

Facsimile:
(212) 446-4800

September 2, 2008

VIA FACSIMILE (561) 820-8777

A. Marie Villafana
United States Attorney's Office
Southern District of Florida
500 South Australian Avenue, Suite 400
West Palm Beach, Florida 33401

Re: Jeffrey Epstein

Dear Marie:

In response to your letter dated August 26, 2008, I am confirming that Mr. Goldberger should continue to be listed as the contact person in the amended victim notification letters and should receive the carbon copies of those letters as they are sent.

Also, we plan on speaking to Mr. Josefsberg this week to discuss a procedure for paying his fees. We intend to comply fully with the agreement and Mr. Epstein will pay Mr. Josefsberg's usual and customary hourly rates for his work pursuant to the agreement facilitating settlements under 2255.

Sincerely,



Jay P. Lefkowitz

cc: Karen Atkinson, Chief, Northern Division
Jack Goldberger
Roy Black

Chicago Hong Kong London Los Angeles Munich San Francisco Washington, D.C.

UNITED STATES DISTRICT COURT
Southern District of Florida

Case Number: _____

PODHURST ORSECK, P.A.

Plaintiff

v.

JEFFREY EPSTEIN,

Defendant

SUMMONS IN A CIVIL CASE

TO: (Name and address of defendant)

JEFFREY EPSTEIN
358 El Brillo Way
Palm Beach, Florida

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Peter Prieto, Esq.
PODHURST ORSECK, P.A.
City National Bank Building - Suite 800
25 West Flagler Street
Miami, FL 33130

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

DATE

(BY) DEPUTY CLERK

RETURN OF SERVICE		
Service of the Summons and Complaint was made by me ¹	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL \$0.00
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on _____ <small style="margin-left: 40px;">Date</small>	_____ <small style="margin-left: 40px;">Signature of Server</small>	
	_____ <small style="margin-left: 40px;">Address of Server</small>	

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS PODHURST ORSECK, P.A. (b) County of Residence of First Listed Plaintiff <u>Miami-Dade</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) Peter Prieto, Esq. Podhurst Orseck, P.A. 25 W. Flagler Street, Suite 800, Miami, Florida 33130 (305)358-2800	DEFENDANTS JEFFREY EPSTEIN County of Residence of First Listed Defendant <u>Palm Beach</u> (ON U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED. Attorneys (If Known)
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(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) Citizen of This State: PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 Incorporated or Principal Place of Business in This State: PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 Citizen of Another State: PTF <input type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State: PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5 Citizen or Subject of a Foreign Country: PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3 Foreign Nation: PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6
---	--

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input checked="" type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input checked="" type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input checked="" type="checkbox"/> 362 Personal Injury - Med. Malpractice <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input checked="" type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3418 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 219 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input checked="" type="checkbox"/> Habes Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input checked="" type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habes Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1795(f)) <input type="checkbox"/> 862 Black Lung (9231) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input checked="" type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding 2 Removed from State Court 3 Re-filed (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):
 a) Re-filed Case YES NO b) Related Cases YES NO
 JUDGE Kenneth A. Marra DOCKET NUMBER See attached list of cases

VII. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
Breach of Contract to Recover Attorney's Fees and Costs. 28U.S.C. § 132(a)(1) and 1331.
 LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE SIGNATURE OF ATTORNEY OF RECORD: s/Peter Prieto DATE: May 17, 2010

FOR OFFICE USE ONLY
 AMOUNT _____ RECEIPT # _____ IFP _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

(d) Choose one County where Action Arose.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States District Courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.