

Dear Mr Sloman

This letter is being authored to advise you of the extent to which Jeffrey Epstein has conformed his conduct to the terms and obligations set forth in the Non-Prosecution Agreement he executed in September of 2007 which was supplemented one month later with an Addendum addressing some of the unique issues relating to the integration of a civil damage statute, 18 USC 2255, into an agreement that, at its essence, deferred federal criminal prosecution but required that Epstein comply with a strict set of state criminal conditions. Epstein has, as of the present, met the conditions of the Agreement in the following respects:

1. He plead guilty (and in fact, pursuant to the Agreement, initiated) to a state felony criminal information that the State Attorney did not initially require as a condition of the resolution of the outstanding state investigation in addition to the state indictment that was pending at the time of the Agreement;
2. He was sentenced, as required by the Agreement, to consecutive terms of 12 and 6 months in county jail followed by 12 months of community control;
3. He served the entire 18 month county jail sentence subject to the same gain time provisions applicable to similarly situated defendants;
4. He is currently subject to the conditions of community control, including supervision by the West Palm Beach Probation Department and has conformed to each condition without incident;
5. He has registered as a sex offender in the State of Florida and is prepared, after completing his criminal sentence, to register wherever he resides;
6. He has met his obligations to the attorney representative who was selected by Judge Davis and who has been paid over \$1,000,000 (put in exact amount) and who has requested additional fees of _____ that by agreement of all parties is being reviewed by a Special Master pursuant to a procedure recommended by the attorney representative himself i.e. Epstein has paid substantial sums to his legal adversary who has already brought two federal lawsuits against him due to the unusual obligations set forth in the Agreement;
7. Further, Epstein has settled each case brought exclusively pursuant to 18 USC 2255 (or threatened to be brought pursuant to that statute) even though as to one such claimant he had no recognition of ever having contact with her, and as to another the civil six year statute, see 18 USC 2255(c), had expired before the lawsuit was instituted. He settled these

cases only because each such claimant was on a list of “victims” and because of his intent to not test the scope of the “waiver of liability” provision, see Agreement, par 7 and 8. The attorney representative would confirm that Epstein has conformed his conduct to the most expansive construction of these unusual provisions of the criminal Agreement;

8. Epstein has withdrawn his request for an interstate transfer of probation given the position of your Office that such a transfer (although a right available to others) was relinquished during negotiations by his attorneys which led to the execution of the Agreement;
9. Epstein continues to litigate only the civil cases brought by attorneys who did not suit exclusively under 18 USC 2255 and who therefore did not qualify under its conditions for any of the concessions made within the Agreement despite Epstein having made an outstanding offer to settle each case brought by each claimant on the “victim list” for the statutory damage amount, see par 8 of Agreement; and
10. Epstein has, in accord with the Agreement, only sought state law benefits that are equally available to other similarly situated state defendants.

Like all state or county defendants, Epstein is eligible, in the discretion of state officials, and with state judicial review, to a modification of his period of community control if a request for such modification is made by the Department of Corrections prior to the completion of the 12 month community control program. This state remedy which was set forth by state statute, FSA 948.10 (10) (2007) at the time the Agreement was executed states as follows: “Upon completion of the sanctions imposed in the community control plan before the expiration of the term ordered by the court, the department may petition the court to discharge the offender from community control supervision or to return the offender to a program of regular probation supervision. In considering the petition, the court should recognize the limited staff resources committed to the community control program, the purpose of the program, and the offender’s successful compliance with the conditions set forth in the order of the court”. When Epstein entered the Agreement, he was assured, through his counsel, that he would be treated like other state defendants, no more, no less, and that the Government would not interfere with the discretionary and disinterested decisions of state authorities. Epstein intends, subject to your review, to apply for an early termination of his community control period. If allowed, he would be treated no different than any other state defendant subject to the

same sentence. We wanted to provide you notice that the ordinary and standard operation of state law in this area encourages such early terminations for individuals like Epstein who have repeatedly demonstrated that they are in compliance with their conditions of community control and that Epstein would, absent your Office's objection, apply for such relief. We believe the application to terminated community control is consistent with and not in breach of the terms of the Agreement. We request your agreement.

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