

EPSTEIN

**BREACH
CORRESPONDENCE**

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1.	6/12/09	M. [REDACTED] ltr to J. Goldberger notifying breach of NPA
2.	6-12-09	J. Lefkowitz ltr. to M. [REDACTED] in response to 6-12-09 letter giving notice of breach.
3.	6-15-09	J. Lefkowitz ltr to M. [REDACTED] attaching R. Critton's letter representing agreement to resolve outstanding fee issues re attorney representation.
4.	6-15-09	M. [REDACTED] ltr to J. Lefkowitz, R. Black & J. Goldberger confirming the US Attorney's Office takes no position re the civil suits.
5.	6-17-09	M. [REDACTED] ltr to J. Lefkowitz re compliance with NPA.
6.	6-19-09	J. Lefkowitz ltr to M. [REDACTED] re obligations under NPA & ltr in response to 6-15-09 letter.

TAB 1



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

June 12, 2009

DELIVERY BY HAND

Jack A. Goldberger, Esq.
Atterbury, Goldberger & Weiss, P.A.

[REDACTED]

Re: Jeffrey Epstein

Dear Mr. Goldberger:

Pursuant to the terms of the Non-Prosecution Agreement, the United States Attorney's Office for the Southern District of Florida hereby provides you with notice that the United States Attorney has determined, based on reliable evidence, that Jeffrey Epstein has willfully violated one of the conditions of the Non-Prosecution Agreement. Specifically, on May 26, 2009, Jeffrey Epstein, through his counsel, filed a "Motion to Dismiss the First Amended Complaint or, in the Alternative, for a More Definite Statement," in the matter of *Jane Doe No. 101 v. Jeffrey Epstein*, Court File No. 09-CV-80591-KAM. "Jane Doe No. 101" was on the list provided to Mr. Epstein's attorneys of individuals whom the United States had identified as victims, as defined in 18 U.S.C. § 2255, and "Jane Doe No. 101" has elected to proceed exclusively under 18 U.S.C. § 2255. By filing the Motion to Dismiss, Mr. Epstein is contesting liability and, therefore, has violated Term 8 of the Non-Prosecution Agreement.

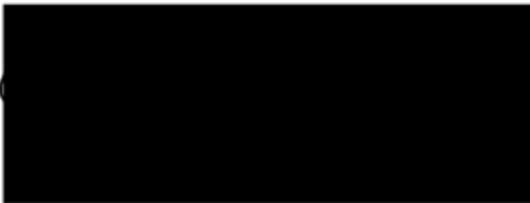
Based upon Mr. Epstein's breach of that term, the U.S. Attorney's Office will pursue its remedies. The U.S. Attorney's Office also is continuing its review of Mr. Epstein's filings in the civil suits to determine whether additional breaches have occurred. If any are

JACK GOLDBERGER, ESQ.
JUNE 12, 2009
PAGE 2 OF 2

identified, they will be communicated to you in accordance with the terms of the Non-Prosecution Agreement.

Sincerely,

Jeffrey H. Sloman
Acting United States Attorney

By: 

cc:  Northern Division
Roy Black, Esq.

TAB 2

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

www.kirkland.com

June 12, 2009

VIA FEDERAL EXPRESS

United States Attorney's Office
Southern District of Florida

Re: *Jeffrey Epstein*

Dear

I am in possession of your June 12, 2009 letter giving notice of breach. I respectfully submit that the Motion to Dismiss that is referenced therein did not constitute a *willful* breach of Mr. Epstein's obligations under the non-prosecution agreement. Mr. Epstein's counsel unanimously determined that the filing of this Motion to Dismiss was not a breach of the non-prosecution agreement, and the Motion to Dismiss was filed by counsel without Mr. Epstein's final approval.

I want to inform you that immediately upon receipt of your letter, Mr. Epstein directed his counsel to file the attached Notice withdrawing all but issue number VIII of the previously filed Motion to Dismiss. The same issue also is described briefly in subparagraph D on page 3 of the Motion, which likewise was not withdrawn. Please note that this issue relates exclusively to the damages available under § 2255. The Notice has already been filed. If your continued review of the civil dockets causes you to have additional concerns about any other filing, consistent with the notice provisions of the non-prosecution agreement and consistent with our prior practice regarding such matters, please provide me with notice and the opportunity to address the same with you.

I believe that with today's filing withdrawing these issues Mr. Epstein, through counsel, has fully remedied any perceived breach. Please advise if you for any reason disagree.

Respectfully submitted,

Jay P. Lefkowitz, P.C.

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089199

KIRKLAND & ELLIS LLP

CC: [REDACTED], Esq.
[REDACTED]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 09-CIV- 80591 – KAM

JANE DOE NO. 101,

Plaintiff,

v.

JEFFREY EPSTEIN,

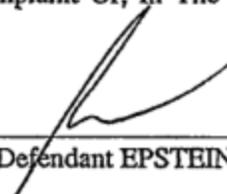
Defendant.

DEFENDANT JEFFREY EPSTEIN'S NOTICE OF WITHDRAWAL OF ARGUMENTS I
THROUGH VII OF THE DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S FIRST
AMENDED COMPLAINT (DE29)

Defendant, JEFFREY EPSTEIN, by and through his undersigned counsel, hereby withdraws arguments I through VII as set forth in the Defendant's Motion to Dismiss the Plaintiff's First Amended Complaint (FAC) [DE 29], dated May 26, 2009. Defendant withdraws his arguments contained subparagraphs A, B, C and Sections I (The Complaint Must Be Dismissed Because Plaintiff Is Not A Minor), II (The FAC Must Be Dismissed Because The Defendant Has Not Been Convicted Of A Predicate Offense), III (Count One Of The FAC Must Be Dismissed Because It Does Not Plead A Violation Of 18 U.S.C. § 2422(b)), IV (Count Two Must Be Dismissed Because It Does Not Plead A Violation Of 18 U.S.C. § 2423(b)), V (Count Three Must Be Dismissed Because It Does Not Plead A Violation Of 18 U.S.C. § 2251, VI (Counts Four and Five Must Be Dismissed Because They Do Not Plead Violation of 18 U.S.C. §§ 2252(a)(1) Or 2252(a)(1), and VII (Count Six Must Be Dismissed Because 18 U.S.C. § 2252A(g) Was Not Enacted Until 2006).

Defendant will rely only on those arguments set forth in subparagraph D, on page 3, and Paragraph VIII (Any Surviving Count Should Be Merged Into A Single Count) of the

Defendant's Motion to Dismiss the First Amended Complaint Or, In The Alternative, For A More Definite Statement [DE 29] dated May 26, 2009.



Counsel for Defendant EPSTEIN

Certificate of Service

I HEREBY CERTIFY that a true copy of the foregoing was electronically filed with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the following Service List in the manner specified by CM/ECF on this 12th day of June, 2009

Robert C. Josefsberg, Esq.
Katherine W. Ezell, Esq.
Podhurst Orseck, P.A.



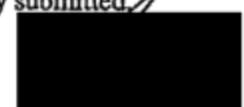
Counsel for Plaintiff

Jack Alan Goldberger, Esq.
Atterbury Goldberger & Weiss, P.A.



Counsel for Defendant Jeffrey Epstein

Respectfully submitted, 

By: 
ROBERT D. CRITTON, JR., ESQ.
Florida Bar No. 


MICHAEL J. PIKE, ESQ.
Florida Bar # 


BURMAN CRITTON LUTTIER & COLEMAN


(Counsel for Defendant Jeffrey Epstein)

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Jay Lefkowitz



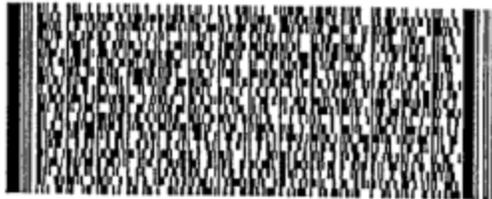
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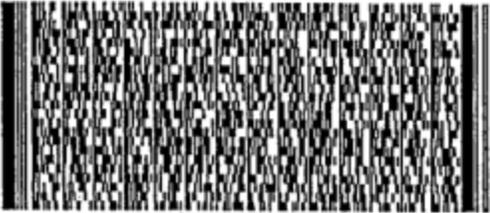
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United States Attorney's Office

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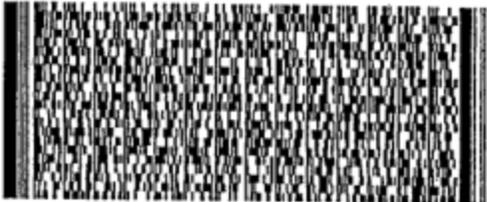
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United States Attorneys Office



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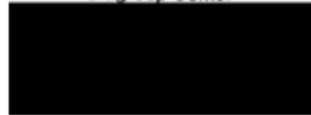
TAB 3

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:



www.kirkland.com

Facsimile:



June 15, 2009

VIA FACSIMILE

Ms. [REDACTED] Esq.
United States Attorney's Office
Southern District of Florida



Re: Jeffrey Epstein

Dear [REDACTED]:

I am attaching a letter authored by my co-counsel, Robert Critton, on today's date. It represents our agreement with a proposal that Kathy Ezell indicated in a letter dated June 8, 2009 would be fully acceptable to her and Bob Josefsberg as a means to resolve expeditiously all outstanding fee issues regarding the attorney representative. Mr. Epstein has directed his counsel to take immediate steps to address and resolve the attorney representative's outstanding fee-related issues and we are doing so without delay. The suggestion of a Special Master, agreed to by both parties, to resolve the issues in the immediate future, will assure all parties that there will be no delay and no need for adversarial litigation regarding fees.

More generally, I want to assure you that Mr. Epstein has directed all counsel to make sure that there is no filing that could constitute a breach of the NPA. Accordingly, a new internal screening process has been established to provide focused decision-making on each filing. To the extent we believe any filing may be perceived as implicating any of the issues generically addressed in the NPA (a document including sentences within paragraph 8 that even Mr. Acosta agreed were "far from simple"), we intend to address such issues with you prior to any filing and hope that you will agree to review the draft filing and inform us whether or not from your perspective it would, if filed, constitute a "breach". This will be especially important regarding issues that we believe fall at the intersection of Section 2255 and the civil litigation. We reserve our right, if you believe a proposed filing to conflict with the NPA or if you wish not to address these issues with us, thereafter to address such substantive issues with the Court.

KIRKLAND & ELLIS LLP

Ms. [REDACTED] Esq.

June 15, 2009

Page 2

We hope that these proposals—in combination with our immediate withdrawal of the previously filed Motion to Dismiss—resolve all outstanding issues at the intersection of the NPA and 2255. Please advise if any remain.

Sincerely,

[REDACTED]

Jay P. Lefkowitz

Enclosure

cc: [REDACTED]



**BURMAN, CRITTON, LUTTIER
& COLEMAN LLP**

A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, P.A.¹
GREGORY W. COLEMAN, P.A.
ROBERT D. CRITTON, JR., P.A.¹
BERNARD LEBEDEKER
MARK T. LUTTIER, P.A.
JEFFREY C. PEPIN
MICHAEL J. PIKE
HEATHER McNAMARA RUDA

¹ FLORIDA BOARD CERTIFIED
CIVIL TRIAL LAWYER

ADELQUI J. BENAVENTE
PARALEGAL / INVESTIGATOR

BARBARA M. McKENNA
ASHLIE STOKEN-BARING
BETTY STOKES
PARALEGALS

RITA H. BUDNYK
OF COUNSEL

June 15, 2009

Sent by E-mail and U.S. Mail

Robert Josefsberg, Esq.
Podhurst Orseck, P.A.



Re: **Epstein Matter**

Dear Bob:

On June 8, 2009, Kathy Ezell wrote a letter to me regarding outstanding fee payment issues. At page 3, she stated that she was not adverse to an earlier proposal that had been discussed amongst the parties to rely on a Special Master to resolve outstanding fee-related issues. We agree with Kathy's "proposal" that we rely on a Special Master to resolve all outstanding fee issues. Let's work during our Wednesday meeting to select an appropriate Special Master and let's agree to see whether, in the interim, we can resolve these issues even before they are submitted to the S.M.

Cordially



Robert D. Critton, Jr.

RDC/clz

cc: Jack Goldberger, Esq.

L · A · W · Y · E · R · S



TAB 4



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

June 15, 2009

DELIVERY BY ELECTRONIC MAIL

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

[REDACTED]

Roy Black, Esq.
Black Srebnick Kornspan & Stumpf P.A.

[REDACTED]

Jack A. Goldberger, Esq.
Atterbury, Goldberger & Weiss, P.A.

Re: Jeffrey Epstein

Dear Messrs. Lefkowitz, Goldberger, and Black:

I write to confirm my conversation with Mr. Lefkowitz of June 12, 2009. As I mentioned during that conversation and during the hearing with Judge Marra, the U.S. Attorney's Office is not a party to any of the civil suits against Mr. Epstein pending in the U.S. District Court or any state court and takes no position regarding those lawsuits. The U.S. Attorney's Office is not advising or requiring that Mr. Epstein take any action regarding those lawsuits, rather, Mr. Epstein should proceed as he sees fit. The U.S. Attorney's Office will continue to exercise its independent judgment and proceed in accordance with its rights under the Non-Prosecution Agreement. My statements during our conversation and during the court proceeding contained no promises and did not alter or modify the Non-Prosecution

EFTA01089211

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 2 OF 4

Agreement.

I would like to address what appears to be a continuing pattern in this matter. There have been several instances of breaches by Mr. Epstein of the letter and spirit of the Non-Prosecution Agreement, including the implied duty of good faith and fair dealing. As soon as Notice is provided by the United States, we are told that Mr. Epstein "was relying on his lawyers" and had not intended to willfully breach the Agreement. Mr. Epstein, through those same lawyers, then undertakes a perfunctory "cure" and continues to enjoy the benefit of his bargain until he decides to breach yet again.

Notifications of breach have been provided on several occasions in the past. From the start, and as mentioned in extensive correspondence in October and November 2007, Mr. Epstein did not use his "best efforts" to enter his guilty plea and be sentenced within the time frame set by the Agreement. After several appeals were made throughout the Department of Justice resulting in a nine-month delay, the U.S. Attorney's Office had to remind Mr. Epstein of his obligation to provide a copy of the plea agreement with the State Attorney's Office prior to his entering into that agreement. Despite numerous requests, the proposed state plea agreement and notice of the state change of plea were not provided until I sent our first Notice of Breach letter at 3:15 p.m. on the last business day before the plea. Thereafter, I received a copy of the proposed state agreement, which contained language that directly contradicted the Non-Prosecution Agreement. A second Notice of Breach had to be prepared and sent to bring the state plea agreement into compliance.

After Mr. Epstein entered his guilty plea and was sentenced, another set of problems arose. First, Mr. Epstein's counsel obstructed our ability to abide by our obligations to notify the victims of the outcome of the federal investigation. Second, Mr. Epstein refused to fulfill promptly Mr. Epstein's obligation to secure the services of an attorney representative for the victims. Third, Messrs. Goldberger and Tein approved the dissemination of a victim notification letter that Messrs. Lefkowitz and Epstein contended contained incorrect information. Fourth, Mr. Epstein's counsel informed the Court that a motion to quash subpoenas was still pending, despite the Non-Prosecution Agreement's requirement that Mr. Epstein withdraw that motion. Extensive correspondence and telephone conferences were required to resolve each of these situations. For example, on July 17, 2008, the United States had to issue a third Notice of Breach, instructing Mr. Epstein's counsel:

If, in fact, your position is that the federal criminal action is still pending, then

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 3 OF 4

the Office proposes that we seek the prompt resolution of the Motion to Quash, so that the computer equipment can be analyzed and the investigation can continue, including the identification of additional victims. If, instead, Mr. Epstein intends to continue performing his obligations under the Non-Prosecution Agreement, then the investigation will remain closed, and no federal criminal action will be pending.

Please advise whether you would like to proceed on the Motion to Quash or, if not, please correct the representations to the Court regarding the status of the federal investigation.

In November, more issues arose when we learned—not from Mr. Epstein or his attorneys—that Mr. Epstein was spending more than twelve hours each day outside the Palm Beach County Stockade. Mr. Epstein's release prior to the Office's notification of that release, resulted in accusations from victims that the Office had violated its statutory victim notification obligations. Our investigation of Mr. Epstein's application for the work release program demonstrated that Mr. Epstein made several false statements in his application and made threatening statements to the Palm Beach Sheriff's Office about legal repercussions if he was not admitted to the program. I also discovered—again, not from Mr. Epstein or his attorneys—that Judge McSorley had modified Mr. Epstein's judgment *nunc pro tunc* to an "Order of Community Control I," which directly contradicted the terms of the Non-Prosecution Agreement. This required a fourth Notice of Breach and another claim that there was no "intended breach" followed by a meaningless "cure."

During my conversation with Mr. Lefkowitz of June 12th regarding our fifth written Notice of Breach, and during the proceeding before Judge Marra, I heard again that Mr. Epstein had no intent to breach the Non-Prosecution Agreement but was merely relying on his attorneys. In light of the fact that Mr. Epstein is highly intelligent and experienced with the law, and is reportedly spending more than twelve hours a day at his attorney's office working on nothing but the litigation pending against him, this excuse will not be accepted. This letter is being provided to all three of you with the recommendation that you circulate it to any attorney who is acting on Mr. Epstein's behalf.

Importantly, while Mr. Epstein has continued to receive the benefit of his bargain by not facing federal prosecution, our Office has not received the benefits of finality, savings of resources, or the punishment and victim restitution terms envisioned by the Non-

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 4 OF 4

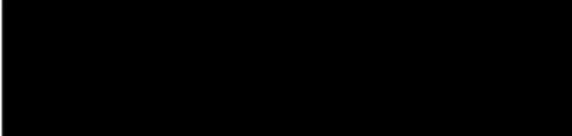
Prosecution Agreement.

As I mentioned in our telephone call, I have asked Mr. Josefsberg to provide me with the correspondence that he referenced during the hearing before Judge Marra. That will be reviewed to determine if there has been yet another breach by Mr. Epstein. As I stated, and as mentioned in the Notice Letter served upon Mr. Goldberger, notice of any breaches that we discover will be provided as required by the Non-Prosecution Agreement. Our Office also will review the new pleading in the *Jane Doe 101* matter that Mr. Lefkowitz mentioned, prior to deciding what, if any, remedies we will pursue for Mr. Epstein's breach. However, I note that, while the U.S. Attorney's Office is required to provide notice of any breach, there is no requirement that Mr. Epstein be allowed the opportunity to cure any breach. The pattern of behavior described above will be factored into the Office's decision on what remedies it will pursue in connection with this most recent breach and any future violations.

Sincerely,

Jeffrey H. Sloman
Acting United States Attorney

By:


Assistant United States Attorney

cc:  Northern Division

TAB 5



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

June 17, 2009

DELIVERY BY ELECTRONIC MAIL

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

[REDACTED]

Re: Jeffrey Epstein

Dear Jay:

Thank you for your letter of June 15, 2009. I did not receive your letter until late yesterday afternoon because I am shuttling back and forth between the Fort Lauderdale and West Palm Beach offices. The best way to reach me is via e-mail.

With respect to the substance of your letter, the Office has not completed its review of Mr. Epstein's civil filings and correspondence related to the payment of the attorney representative's fees, so I cannot confirm that all outstanding issues have been resolved. If and when additional breaches are identified, timely notice will be provided in accordance with the terms of the Non-Prosecution Agreement.

As to your proposal, our Office cannot and will not become involved in the civil suits filed against Mr. Epstein; as counsel for Mr. Epstein has expressed on several occasions, it is inappropriate for the government to involve itself in civil litigation. We likewise do not think it is appropriate to review civil pleadings in order to provide advisory opinions, even at your request.

The duty to stay within the bounds of the Non-Prosecution Agreement lies with Mr. Epstein and he alone has the power to remain in compliance. Mr. Epstein has a highly skilled team to assist him, and compliance with the Agreement is not difficult, as you suggest. For example, it is not complicated to understand that, when a named victim files a claim

EFTA01089216

JAY P. LEFKOWITZ, ESQ.
JUNE 17, 2009
PAGE 2 OF 2

exclusively under Section 2255, Mr. Epstein cannot assert that there is no liability, just as providing the state plea agreement to our Office in advance of entering the state guilty plea was not complicated.

I remain hopeful that Mr. Epstein will take all of his obligations seriously and elect to err on the side of caution in making decisions that relate to the performance of his duties.

Sincerely,

Jeffrey H. Sloman
Acting United States Attorney

By: 

Assistant United States Attorney

cc:  Northern Division
Jack Goldberger, Esq.
Roy Black, Esq.

TAB 6

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

www.kirkland.com

June 19, 2009

VIA FEDERAL EXPRESS

United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear [REDACTED]

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 litigation will not again require your involvement, nor result in any belief on your part that any legal position taken by Mr. Epstein's counsel conflicts with the Non-Prosecution Agreement ("NPA").

In order to avoid future misunderstandings, however, I would like to have a discussion with you specifically about our ongoing obligations as you understand them under the NPA. As you know from past experience, and as [REDACTED] 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, in certain respects, subject to significant ambiguity.

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. It is likely by 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. In those circumstances, I think the court would most likely turn to both of us and directly seek our views, as the drafters of the agreement, before rendering its own opinion. Therefore, I believe it would bring about the finality that we both seek in a much reduced time frame if we could discuss several of the more ambiguous provisions contained in the NPA.

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089219

Ms. [REDACTED]
June 19, 2009
Page 2

One specific example comes 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 Paragraph 8 at most was designed to allow an identified individual the right to assert a single violation of a section 2255 predicate. The waiver of liability does not embrace situations where a particular plaintiff asserts multiple violations. Thus, compliance with paragraph 8's waiver of liability would require *at most* that Mr. Epstein stipulate to the existence of a single enumerated predicate that would entitle an otherwise eligible plaintiff to actual damages (or the applicable statutory minimum damages where actual damages fall short of that floor), leaving aside the issue of whether the waiver is applicable to contested litigation or only the cases where there would be agreed damage resolutions. In addition, if we believe that a predicate act is time-barred, as indeed we understand was the case with respect to all such acts in relation to one plaintiff, a proper construction of the waiver of liability would not preclude the reliance on a statute of limitations defense.

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 Paragraph 8 with you in the very near future in order to clarify a few pivotal questions raised by the NPA. I assure you that Mr. Epstein intends to abide fully by the terms of the NPA. And 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.

Sincerely,

[REDACTED]
Jay P. Lefkowitz, P.C.

Enclosures

EFTA01089220

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

June 19, 2009

VIA FEDERAL EXPRESS

United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear [REDACTED]

We prepared this answer in response to your letter dated June 15, 2009 and before receiving your follow up letter of June 17, 2009. At this point it has been almost three years since the federal government first intervened in what was originally a matter investigated and charged by state prosecutorial authorities. It has been almost a year since Mr. Epstein pleaded guilty in state court and began serving his sentence in county jail, pursuant to the terms and as a direct result of the federal Non-Prosecution Agreement (the "NPA"). When Mr. Epstein was sentenced, the U.S. Attorney promised me and my co-counsel that the United States Attorney's Office's involvement would cease with Mr. Epstein's execution of the NPA and incarceration in state custody. We were also promised that the federal government would not intervene in discretionary state or county decisions regarding the implementation of Mr. Epstein's sentence.

We take this opportunity to address in detail each of the alleged instances you describe to support your position that Mr. Epstein has engaged in a pattern of breaching the NPA. Mr. Epstein's overriding commitment is, and has always been, to complete his jail sentence, fulfill his other obligations under the NPA, and reach final settlements of pending section 2255 cases with plaintiffs who are agreeable to such settlements. We respectfully submit (and support through documentary evidence) that there have been no past breaches of the NPA. There have been no "willful" breaches of the NPA. There has been no pattern of breaches of the NPA.

As an initial matter, it is important to consider your letter of June 15 and its contents in context. Mr. Epstein has satisfied, and continues to satisfy, his obligations pursuant to the NPA. Mr. Epstein pleaded guilty to a registerable state offense. He has already registered as a sex

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June 19, 2009

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offender, and has served over 11 months of his sentence in county jail. While such a plea and punishment were not otherwise sought by the State Attorney, Mr. Epstein agreed to the plea, the sentence, and the obligation to register as a sex offender as a direct result of obligations he agreed to undertake pursuant to the NPA. Furthermore, Mr. Epstein has already paid over \$300,000 in civil settlements and fees for the attorney representative, and has agreed to submit issues regarding further fees to a Special Master pursuant to a proposal suggested by the attorney representative himself. The claimants whose matters have already been settled were identified by you as victims and, in one case, as a sign of good faith, Mr. Epstein paid a settlement to an individual he had no recollection of ever meeting, solely because she appeared on your July 2008 list.

We are prepared to address each of the statements contained in your June 15 letter. First, your statement that Mr. Epstein did not use his "best efforts" to enter his guilty plea and to be sentenced is, respectfully, without merit. Exhibit 1, June 15, 2009 Letter at 2. The date of entry of the state plea was deferred with the express written consent of United States Attorney Acosta, who recognized and expressly provided us with the opportunity to pursue an independent assessment of this matter by the Justice Department. The subsequent nine-month "delay" was a direct result of the Justice Department's determination that it was appropriate to convene an intense and time-consuming review. Thus, the delay was not dictated at all by Mr. Epstein, but instead, by the review process agreed to and, if you recall, initiated by Mr. Acosta.

On June 23, 2008, the Justice Department concluded its final review and only seven days later, Mr. Epstein promptly entered his plea (on June 30, 2008) and immediately began serving his sentence. As the following timeline of events leading up to Mr. Epstein's entry of plea makes clear, the facts do not support your conclusion that Mr. Epstein willfully breached the NPA by delaying his sentence, and, instead, compellingly demonstrates that Mr. Epstein's participation in high-level Department of Justice reviews cannot factually or legally ground a claim that he "willfully" breached the NPA:

- The NPA, signed on September 24, 2007, provides that Mr. Epstein "begin serving his sentence not later than January 4, 2008." See Exhibit 2, NPA ¶ 11.
- On November 28, 2007, Mr. Epstein's defense counsel contacted [REDACTED] to request a review of certain provisions of the NPA. We informed the USAO of this request the very next day in a letter to Mr. Acosta. See Exhibit 3, November 29, 2007 Letter from J. Lefkowitz to U.S. Attorney Acosta at 4.
- In a December 4, 2007 letter, Mr. Acosta stated that he supported the defense's appeal to Washington. See Exhibit 4, December 4, 2007 letter from U.S. Attorney Acosta to K. Starr with a copy to [REDACTED] at 5 ("I do not mind this Office's decision being

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appealed to Washington, and have previously directed our prosecutors to delay filings in this case to provide defense counsel with the option of appealing our decision.”).

- On December 11, 2007, pursuant to Mr. Acosta’s request, the defense team sent him submissions detailing the defense’s concerns related to the NPA. See Exhibit 5, December 11, 2007 Letter from K. Starr to U.S. Attorney Acosta.
- On December 14, 2007, Mr. Acosta met with members of the defense team to discuss the serious issues raised about the NPA.
- In a December 19, 2007 letter, Mr. Acosta stated that “the issues raised are important and must be fully vetted irrespective of timeliness concerns.” See Exhibit 6, December 19, 2007 Letter from U.S. Attorney Acosta to Attorney Lilly Ann Sanchez at 3. He also stated that he had spoken with [REDACTED] to ask that she review this matter and to expedite the process. *Id.*
- In the beginning of January, 2008, Mr. Acosta and I discussed the need for further consideration of the issues raised by the defense. He postponed the plea and sentencing until the Child Exploitation and Obscenity Section (CEOS) was finished with its review of the case.
- In a February 29, 2008 email I sent to Mr. Acosta, I confirmed that that “there were significant irregularities with the deferred prosecution agreement” and that he would ask CEOS to evaluate the matter. I also confirmed Mr. Acosta’s agreement to postpone the state plea deadline until after the matter was reviewed. On that same day, [REDACTED] responded in writing as follows: “Please be assured that it has not, and never has been, this Office’s intent to interfere or restrict the ‘review process’ for either Mr. Epstein or CEOS. I leave it to you and CEOS to figure out how best to proceed and will await the results of that process.” See Exhibits 7 and 8, February 29, 2008 Emails to U.S. Attorney Acosta and from [REDACTED]
- Given that CEOS determined that it would not review many of the defense’s objections and that its review would be limited on the rest of the objections, CEOS’s decision, rendered on May 15, 2008, left open the need for a more thorough review of critical issues by others at the Justice Department.
- In a May 28, 2008 email from [REDACTED] to myself, [REDACTED] further postponed the deadline to plead until the Deputy Attorney General’s Office (DAG) completed its review. See Exhibit 9, May 28, 2008 Email from [REDACTED] to J. Lefkowitz.

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- A final letter of determination was not issued by the Department of Justice until June 23, 2008.
- Just one week after that date, Mr. Epstein promptly entered his plea and immediately began serving his state sentence on June 30, 2008.

While you state that a breach occurred because Mr. Epstein and the defense team did not provide you with the state plea documents until the last business day before the plea, neither Mr. Epstein nor his counsel bear sole responsibility for timing of the delivery of these documents. It was the responsibility of the State Attorney's Office to provide the defense with the plea agreement. Defense counsel did not receive the plea agreement from the State until 10:00 A.M. on June 27, 2008 (the Friday before the plea). *See* Exhibit 10, June 27, 2008 Email from ██████████ to J. Goldberger. Once the plea agreement was reviewed by Mr. Epstein's defense team, Mr. Goldberger sent it to you that same afternoon. At 5:55 P.M. on June 27, 2008, following your receipt of the agreement sent to you by Mr. Goldberger, Messrs. Black and Goldberger received a responsive letter from you alleging that the plea agreement violated the NPA. *See* Exhibit 11, June 27/28, 2008 Email String between Assistant U.S. Attorney ██████████ and R. Black and J. Goldberger (attaching Notice of Non-Compliance).

Second, you state that language contained in the first draft of the plea agreement proposed by the State violated the NPA, because it called for community control in lieu of jail. Exhibit 1, June 15, 2009 Letter at 2. You now suggest that this "error" evidences Mr. Epstein's alleged efforts to undermine the NPA. I respectfully submit that you are mistaken in both cases. The language in the first draft of the plea agreement was prepared by the State and, as stated above, it was not sent to the defense until the very day that it was sent to you.

Moreover, as Mr. Goldberger confirmed to you in a telephone conversation on the same day that he received your June 27 letter, the plea agreement, as originally drafted by the State, would have resulted in the exact same 12-month and 6-month consecutive jail sentences, followed by one year of community control, as was required by the NPA and ultimately imposed on Mr. Epstein. Although defense counsel asked the State to change the language of the plea agreement to alleviate your concerns, the same exact sentence and period of incarceration as required by the NPA would have been imposed on Mr. Epstein had the language of the State's first draft been allowed to apply. *See* Exhibit 11, June 27/28, 2008 Email String between Assistant U.S. Attorney ██████████ and R. Black and J. Goldberger (confirming a telephone conversation between the parties on June 27 that the state plea agreement was in compliance with the NPA and indicating a request by Assistant U.S. Attorney ██████████ to modify the language in the state plea agreement); *see also* Exhibit 12, the initial version and the signed version of the state plea agreements.

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June 19, 2009

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The bottom line here is that while Florida counsel for Mr. Epstein fully believed that the initial language in the State's draft would result in a sentence identical to the mandates of the NPA, changes were made solely to conform to your requests. Neither the USAO or the administration of federal criminal justice suffered any prejudice: lawyers often make linguistic alterations of form; we did so here. The changes were made in short order, namely, during the Friday and Saturday before Mr. Epstein's state plea; the plea and plea agreement completely complied with the NPA as did Mr. Epstein's sentence; and there was neither a breach, nor harm. Moreover, all communications were through counsel. Mr. Epstein was not a party to these communications and in no way can be considered, factually or legally, to have committed a "willful" breach of the NPA in this regard.

Third, you state that defense "counsel obstructed [your] ability to abide by [your] obligations to notify the victims of the outcome of the federal investigation." Exhibit 1, June 15, 2009 Letter at 2. We believe that this statement misconstrues the intentions and conduct of the defense team and, does not support any charge of "obstruction" against Mr. Epstein, as would be required to sanction him for a "willful" breach of the NPA. In October 2007, a full nine months before Mr. Epstein was sentenced, we first raised the issue of the notification. On October 10, 2007, I stated in a letter to Mr. Acosta that the defense team did not believe "it was the government's place to be co-counsel to the identified individuals," and reasonably proposed that the alleged victims be contacted by the selected attorney representative. See Exhibit 13, October 10, 2007 Letter from J. Lefkowitz to U.S. Attorney Acosta at 4-5.

Then, on November 28, 2007, you sent defense counsel the proposed victim notification letter indicating that the alleged victims had a federal right to be notified of the resolution of this matter pursuant to the Crime Victims' Rights under § 3771. See Exhibit 14, November 29, 2007 Draft Victim Notification Letter from Assistant U.S. Attorney ██████████. Mr. Epstein's counsel objected to your draft letter and the proposed method and procedure for notifying the alleged victims and challenged whether you were in fact obligated to notify these individuals pursuant to 18 U.S.C. § 3771. Those objections were made in a timely and appropriate manner and our dialogue regarding notification issues continued. As you know, the notification letter was not finalized for several months.

The key point here is that our objections to the letter were made in good faith and were well-founded. After all, on December 6, 2007, Mr. Acosta agreed to many of our objections and adopted several of our modifications to resolve problems raised by the draft notification letter. See Exhibit 15, December 6, 2007 Letter from U.S. Attorney Acosta to J. Lefkowitz. This fact confirms both the good-faith nature of our objections and that neither Mr. Epstein nor his counsel could be considered to have violated the NPA by raising those objections in the first place.

Fourth, Mr. Epstein did not, as you stated, refuse "to fulfill promptly Mr. Epstein's obligation to secure the services of an attorney representative for the victims." Exhibit 1, June

[REDACTED]
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15, 2009 Letter at 2. It was the United States' obligation to select a suitable attorney representative, subject to the good-faith approval of Mr. Epstein's counsel. *See* Exhibit 2, NPA ¶ 7. Indeed, due to a concern we had raised, your Office specifically modified the procedure to select an attorney representative and delegated that task to [REDACTED]. *See* Exhibit 16, Addendum to NPA ¶ 7A. Again, the fact that your Office accommodated our concerns validates their legitimacy and undermines any claim that the NPA was breached by raising those concerns with you. To the contrary, Mr. Epstein executed the Addendum in an attempt to resolve outstanding, highly unorthodox and complex issues at the intersection of civil and criminal law. A letter to [REDACTED] (authored by then [REDACTED]) dated October 25, 2007 followed. *See* Exhibit 17, October 25, 2007 Letter to [REDACTED].

Once Mr. Podhurst's firm was selected by [REDACTED], Mr. Epstein did not object to the selection. Moreover, as you have acknowledged to the court, the open issues involving the attorney representative portions of the NPA were not finally resolved until September 3, 2008. *See* Exhibit 18, December 22, 2008 [REDACTED] Supplemental Declaration at 3 ¶ 9. Only five days later, on September 8, 2008, I sent a letter to Robert Josefsberg advising him that Mr. Epstein would pay his fees pursuant to the NPA for his role as an attorney representative. *See* Exhibit 19, September 8, 2008 Letter from J. Lefkowitz to R. Josefsberg. Furthermore, in an effort to comply with the obligations under the NPA, Mr. Epstein already has paid Mr. Podhurst's firm over \$160,000 in legal fees, despite significant concerns over the scope of the work for which he is billing Mr. Epstein, and has agreed with Mr. Josefsberg's proposal that a Special Master be empowered to resolve any fee related issues that the Podhurst firm and Mr. Epstein's civil counsel cannot resolve. *See* Exhibit 20, June 15, 2009 Letter from Robert Critton to Kathy Ezell. There is nothing about the exchanges between counsel and the USAO regarding the attorney representative that even begins to approach a "willful" breach by Mr. Epstein.

Fifth, you suggest that Mr. Epstein willfully breached the NPA because of the actions of Mr. Tein and Mr. Goldberger, whom you state failed to approve the victim notification letter that contained incorrect information. *See* Exhibit 1, June 15, 2009 Letter at 2. The incorrect information in the letter was a proposed unilateral modification to the NPA without prior approval by Mr. Epstein or any member of the defense team. It was only first suggested by your Office in a letter from Mr. Acosta on December 19, 2007. We never agreed to that language. In fact, I personally raised several objections to the suggested modification in my letter to Mr. Acosta, dated December 21, 2007. *See* Exhibit 21, December 21, 2007 Letter from J. Lefkowitz to U.S. Attorney Acosta. I personally became aware of the inclusion of that language on Wednesday, August 13, 2008 and discussed the matter with you immediately. *See* Exhibits 22 and 23, August 13 and 15, 2008 Letters from Assistant U.S. Attorney [REDACTED] to J. Lefkowitz (confirming that the "December modification" is not a part of the NPA). Again, that oversight was not a willful breach or an expression of intent to violate the terms of the Agreement, but instead represented the efforts of counsel, acting in good faith, in an attempt to insure that the letter contained only previously agreed-upon language.

[REDACTED]
June 19, 2009

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Sixth, you raise the issue of a delayed withdrawal of a motion to quash. *See* Exhibit 1, June 15, 2009 Letter at 2-3. There is no motion to quash that still remains pending. The fact that the motion was not withdrawn for some time was merely due to an administrative oversight that has long been remedied, but at no time did it prejudice the Government in any way. Nor did it result from an effort by myself or co-counsel to gain some tactical advantage. Furthermore, no effort was made by any counsel to seek a judicial decision on the pending motion. The motion had no adverse effect on the Government, and the delay in its withdrawal is legally and factually unrelated to the type of material and willful breach that alone could warrant remedies—not least of all because Mr. Epstein has suffered irreversible prejudice by complying with the core provisions of the NPA. Again, he has been imprisoned, he has pled guilty, he is registered, he has paid sums to claimants, all to comply with his obligations under the NPA.

Seventh, you state that additional issues arose in November regarding the issuance of work release to Mr. Epstein. Exhibit 1, June 15, 2009 Letter at 3. We have previously reviewed this very matter with you and other individuals in your Office in November 2008. At that time, Mr. Roy Black met with you, [REDACTED] in Miami to review the work release issue. Among other significant documents shown to you, we presented you with your own email in which you had previously acknowledged that the sheriff had discretion in the matter. *See* Exhibit 24, July 3, 2008 Email from Assistant U.S. Attorney [REDACTED] to [REDACTED] (“If Mr. Epstein is truly eligible for the [work release] program, we have no objection to him being treated like any other similarly situated prisoner . . .”). Furthermore, Mr. Acosta, as already stated, had previously assured me and other counsel that the USAO would not interfere in the ordinary implementation of discretionary administrative decisions by state or county officials. We believe we were under no obligation (in the NPA or anywhere else) to notify you of such discretionary and ordinary state-made decisions, and the fact that your Office confirmed that Mr. Epstein was entitled to the same discretionary administrative decisions as other similarly situated inmates fundamentally undermines any claim that Mr. Epstein breached the NPA in connection with the state and county officials’ decision. In any event, after thoroughly reviewing and evaluating Mr. Epstein’s application, the Palm Beach County Sheriff’s Office properly exercised its discretion, in full compliance with its stated requirements, policies and procedures, to grant Mr. Epstein work release. In addition, after the Sheriff’s Office received a multi-page letter from you to [REDACTED], which recited the very allegations of errors on Mr. Epstein’s work release application to which you refer in your latest letter, each allegation was fully reviewed, and the Sheriff’s office found its initial decision appropriate.

Eighth, it is both unreasonable and unjustifiable to hold Mr. Epstein responsible—never mind declare him in breach—with regard to [REDACTED] *nunc pro tunc* order. Exhibit 1, June 15, 2009 Letter at 3. Neither Mr. Epstein nor defense counsel had anything to do with and certainly no prior knowledge of this order. Defense counsel only learned of it after you brought it to our attention. The facts are as follows: the Department of Corrections requires an order

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June 19, 2009

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placing someone on community control before the Department of Corrections will supervise that person. ██████████, the retired judge that took Mr. Epstein's plea, inadvertently neglected to enter the order placing Mr. Epstein on Community Control 1. When ██████████ learned of this, she properly entered the order *nunc pro tunc* to the date of the plea. See Exhibit 25, Order of Community Control. If you will note on the 3-page court event form, circled at the top of page 2, is "C.C.1" (community control 1). Mr. Epstein was properly placed on community control 1 on the day of his plea to begin only after he completes his jail sentence, and the *nunc pro tunc* order simply ratifies the oral pronouncement made by the court at the time of the plea. Given that the NPA expressly provides that Mr. Epstein is to serve a sentence of 12 months in "community control consecutive to his two terms in county jail," Exhibit 2, NPA ¶ 2(b), your assertion that the inclusion of community control "directly contradicted the terms of the" NPA is incorrect.

Finally, the motion to dismiss that was the topic of discussion on June 12 has been withdrawn. As indicated in the letter I sent you on June 15, we have adopted an internal screening process aimed at eliminating future concerns about anything that reasonably could be considered a breach of the NPA. See Exhibit 26, June 15, 2009 Letter from J. Lefkowitz to Assistant U.S. Attorney ██████████. Mr. Epstein has directed all counsel to make certain that no filing could be construed as a breach of the NPA. Furthermore, we proposed a supplemental new process, as stated in my June 15 letter to you, that would have provided you, if you chose, the opportunity to review any such filing *before* it is submitted to the court so that you may determine whether or not it constitutes a breach.

That being said, I wish to reiterate our firm belief that the NPA allowed Mr. Epstein the right to contest litigation whenever an express waiver of all other state, federal or common law claims or the right to bring contested litigation in the future was not sufficiently or correctly pleaded. As you know, we spent several weeks negotiating the language of the NPA with you and Mr. Acosta. We firmly believe that the motion to dismiss that was recently filed (and then promptly withdrawn) did not constitute a violation.

First, Paragraph 8 of the NPA clearly limits those who may benefit from any waivers by Mr. Epstein to an "identified individual" who "elects to proceed exclusively under 18 USC 2255, and agrees to waive any other claim for damages, whether pursuant to state, federal, or common law". Exhibit 2, NPA ¶ 8. More is required of a plaintiff than to simply allege, as did Jane Doe 101, that she "exclusively seeks civil remedies pursuant to 18 USC 2255." Exhibit 27, Amended Complaint ¶ 24. Such an averment satisfies only the exclusivity portion of the twin conditions set forth in the NPA at ¶ 8. The word "and" followed by the requirement of an affirmative waiver of any other claims, federal, state, or common law mandates an additional affirmative act by the plaintiff. No such waiver was filed or even pled. Jane Doe 101 did no more than restate that her complaint in civil action no 9:09-cv-80591-KAM was only for 2255 damages. She never affirmatively waived all future claims in state or federal court, as required by the NPA.

Because of this threshold issue, Jane Doe 101 did not, through the attorney representative, satisfy the NPA ¶ 8 requirements.¹ While Mr. Epstein's counsel still believe for these reasons that the motion did not conflict with Mr. Epstein's obligations under the NPA, the motion was in relevant part withdrawn at Mr. Epstein's insistence—further demonstrating that Mr. Epstein has prioritized his desire to avoid contentious additional litigation with the USAO over this matter.

In short, our good-faith efforts to raise litigation issues will be more carefully scrutinized in the future as to limit the possibility of being construed by your Office as supporting a notice that Mr. Epstein is in "willful" breach. Issues regarding the scope of the ¶ 8 waivers are unorthodox and even unprecedented. They result in part from the NPA being executed before you identified the individuals listed, *see* Exhibit 2, NPA ¶ 7, and, importantly, given the evolution of the civil litigation, before any joint statement as required by the terms of the NPA was provided to Mr. Josefsberg. Nevertheless, as we stated on June 15, we had intended to provide you with future filings in advance so that we could discuss their interaction with the NPA before rather than after any filing. However given your rejection of that procedure, in a good faith attempt to avoid future conflict, we would nevertheless hope to clarify some of the more ambiguous parts of ¶ 8 of the agreement with you as soon as possible. To repeat, it is Mr. Epstein's overriding intent to fulfill his obligations under the NPA -- an intent we as his attorneys will do everything in our power to effectuate.

The facts demonstrate that Mr. Epstein has clearly not committed any breach of the NPA, much less a willful breach. As we have reiterated and as has been proven by Mr. Epstein's own actions, Mr. Epstein has no intention of breaching the NPA and has never had any such intention. Although you claim that Mr. Epstein received the benefits of the NPA and the Government only its burdens, I believe the reality is to the contrary. Mr. Epstein has suffered significant and irreversible prejudice: he has been imprisoned in a county jail for almost a year, he has pleaded guilty to a state felony that required sex registration and has, in fact, registered as a sex offender, he accepted civil burdens in his ongoing litigation that may result in millions of dollars of future payments, he has settled cases that could be won, in deference to the NPA and he is paying and

¹ That Jane Doe 101 did not meet the *threshold* requirements for the imposition of the waiver of liability portion of Paragraph 8 of the NPA is demonstrated by the filings of Jane Doe II in 09-80469-CIV-Marra, a federal lawsuit filed in March, 2009 seeking "exclusively 2255" damages, while Jane Doe II already had a pending state court suit filed in July of 2008 seeking damages against Epstein for sexual assault and conspiracy. Jane Doe II in her federal complaint alleged Epstein could "not contest liability for claims brought exclusively pursuant to 18 U.S.C. §2255". Exhibit 27, Amended Complaint ¶ 24. In her response to Epstein's Motion to Dismiss in which Epstein challenged the "exclusivity" claim, she argued at page 7 that "Epstein appeared to be violating the agreement . . . [NPA]". However, her attorney withdrew that claim at the June 12, 2009 hearing (and in her subsequent Amended Response) agreeing that the state filing negated the "exclusivity" of the federal 2255 lawsuit. On the current record, nothing prevents Jane Doe 101 from filing a parallel state court claim.

[REDACTED]
June 19, 2009

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will pay hundreds of thousands of dollars in legal fees for his adversaries to pursue him in court. The Government may have endured some delays and administrative costs due to certain of its own its decision — such as to evaluate the Sheriff's exercise of discretionary authority in implementing the Sheriff's own work release program —but neither the Government nor any civil plaintiff has suffered any harm, any prejudice, or any disadvantage as a result of the events you have identified. We signed a contract -- the NPA -- with you in good faith, and in exchange, Mr. Epstein gave consideration that cannot be returned (12 months of his freedom and his reputation). He is legally entitled to its benefits. He committed no "willful breach." As such, we believe it would constitute both a contractual and constitutional error to seek further remedy or to in any way withdraw from the NPA.

We will continue to make our best efforts to communicate with you about any potential problems and hope, in the interest of fairness, you will do the same.

Sincerely,
[REDACTED]

Jay P. Lefkowitz, P.C.

Enclosures

EFTA01089231

Exhibit 1



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

June 15, 2009

DELIVERY BY ELECTRONIC MAIL

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

[REDACTED]

Roy Black, Esq.
Black Srebnick Kornspan & Stumpf P.A.

[REDACTED]

Jack A. Goldberger, Esq.
Atterbury, Goldberger & Weiss, P.A.

Re: Jeffrey Epstein

Dear Messrs. Lefkowitz, Goldberger, and Black:

I write to confirm my conversation with Mr. Lefkowitz of June 12, 2009. As I mentioned during that conversation and during the hearing with [REDACTED], the U.S. Attorney's Office is not a party to any of the civil suits against Mr. Epstein pending in the U.S. District Court or any state court and takes no position regarding those lawsuits. The U.S. Attorney's Office is not advising or requiring that Mr. Epstein take any action regarding those lawsuits, rather, Mr. Epstein should proceed as he sees fit. The U.S. Attorney's Office will continue to exercise its independent judgment and proceed in accordance with its rights under the Non-Prosecution Agreement. My statements during our conversation and during the court proceeding contained no promises and did not alter or modify the Non-Prosecution

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 2 OF 4

Agreement.

I would like to address what appears to be a continuing pattern in this matter. There have been several instances of breaches by Mr. Epstein of the letter and spirit of the Non-Prosecution Agreement, including the implied duty of good faith and fair dealing. As soon as Notice is provided by the United States, we are told that Mr. Epstein "was relying on his lawyers" and had not intended to willfully breach the Agreement. Mr. Epstein, through those same lawyers, then undertakes a perfunctory "cure" and continues to enjoy the benefit of his bargain until he decides to breach yet again.

Notifications of breach have been provided on several occasions in the past. From the start, and as mentioned in extensive correspondence in October and November 2007, Mr. Epstein did not use his "best efforts" to enter his guilty plea and be sentenced within the time frame set by the Agreement. After several appeals were made throughout the Department of Justice resulting in a nine-month delay, the U.S. Attorney's Office had to remind Mr. Epstein of his obligation to provide a copy of the plea agreement with the State Attorney's Office prior to his entering into that agreement. Despite numerous requests, the proposed state plea agreement and notice of the state change of plea were not provided until I sent our first Notice of Breach letter at 3:15 p.m. on the last business day before the plea. Thereafter, I received a copy of the proposed state agreement, which contained language that directly contradicted the Non-Prosecution Agreement. A second Notice of Breach had to be prepared and sent to bring the state plea agreement into compliance.

After Mr. Epstein entered his guilty plea and was sentenced, another set of problems arose. First, Mr. Epstein's counsel obstructed our ability to abide by our obligations to notify the victims of the outcome of the federal investigation. Second, Mr. Epstein refused to fulfill promptly Mr. Epstein's obligation to secure the services of an attorney representative for the victims. Third, Messrs. Goldberger and Tein approved the dissemination of a victim notification letter that Messrs. Lefkowitz and Epstein contended contained incorrect information. Fourth, Mr. Epstein's counsel informed the Court that a motion to quash subpoenas was still pending, despite the Non-Prosecution Agreement's requirement that Mr. Epstein withdraw that motion. Extensive correspondence and telephone conferences were required to resolve each of these situations. For example, on July 17, 2008, the United States had to issue a third Notice of Breach, instructing Mr. Epstein's counsel:

If, in fact, your position is that the federal criminal action is still pending, then

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 3 OF 4

the Office proposes that we seek the prompt resolution of the Motion to Quash, so that the computer equipment can be analyzed and the investigation can continue, including the identification of additional victims. If, instead, Mr. Epstein intends to continue performing his obligations under the Non-Prosecution Agreement, then the investigation will remain closed, and no federal criminal action will be pending.

Please advise whether you would like to proceed on the Motion to Quash or, if not, please correct the representations to the Court regarding the status of the federal investigation.

In November, more issues arose when we learned—not from Mr. Epstein or his attorneys—that Mr. Epstein was spending more than twelve hours each day outside the Palm Beach County Stockade. Mr. Epstein's release prior to the Office's notification of that release, resulted in accusations from victims that the Office had violated its statutory victim notification obligations. Our investigation of Mr. Epstein's application for the work release program demonstrated that Mr. Epstein made several false statements in his application and made threatening statements to the Palm Beach Sheriff's Office about legal repercussions if he was not admitted to the program. I also discovered—again, not from Mr. Epstein or his attorneys—that [REDACTED] had modified Mr. Epstein's judgment *nunc pro tunc* to an "Order of Community Control I," which directly contradicted the terms of the Non-Prosecution Agreement. This required a fourth Notice of Breach and another claim that there was no "intended breach" followed by a meaningless "cure."

During my conversation with Mr. Lefkowitz of June 12th regarding our fifth written Notice of Breach, and during the proceeding before Judge Marra, I heard again that Mr. Epstein had no intent to breach the Non-Prosecution Agreement but was merely relying on his attorneys. In light of the fact that Mr. Epstein is highly intelligent and experienced with the law, and is reportedly spending more than twelve hours a day at his attorney's office working on nothing but the litigation pending against him, this excuse will not be accepted. This letter is being provided to all three of you with the recommendation that you circulate it to any attorney who is acting on Mr. Epstein's behalf.

Importantly, while Mr. Epstein has continued to receive the benefit of his bargain by not facing federal prosecution, our Office has not received the benefits of finality, savings of resources, or the punishment and victim restitution terms envisioned by the Non-

JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
JACK GOLDBERGER, ESQ.
JUNE 15, 2009
PAGE 4 OF 4

Prosecution Agreement.

As I mentioned in our telephone call, I have asked Mr. Josefsberg to provide me with the correspondence that he referenced during the hearing before [REDACTED]. That will be reviewed to determine if there has been yet another breach by Mr. Epstein. As I stated, and as mentioned in the Notice Letter served upon Mr. Goldberger, notice of any breaches that we discover will be provided as required by the Non-Prosecution Agreement. Our Office also will review the new pleading in the *Jane Doe 101* matter that Mr. Lefkowitz mentioned, prior to deciding what, if any, remedies we will pursue for Mr. Epstein's breach. However, I note that, while the U.S. Attorney's Office is required to provide notice of any breach, there is no requirement that Mr. Epstein be allowed the opportunity to cure any breach. The pattern of behavior described above will be factored into the Office's decision on what remedies it will pursue in connection with this most recent breach and any future violations.

Sincerely,

Jeffrey H. Sloman
Acting United States Attorney

By: [REDACTED]

Assistant United States Attorney

cc: [REDACTED] Northern Division

Exhibit 2

**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 faith 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] 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: _____
[REDACTED]
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: 9/24/07

[REDACTED]

GERALD L. FICOURT, 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

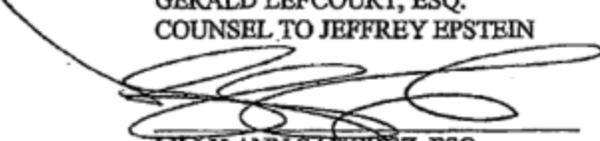
Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 9-24-07



LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

Exhibit 3

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

November 29, 2007

VIA E-MAIL

R. Alexander Acosta
United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear Alex:

I am responding to the draft letter [REDACTED] sent to me last night, which purports to be a letter that you would sign and send to each of the individuals whom you have not even identified to us, and about whom the government has made clear it "takes no position" as to the validity of potential claims that these individuals may have against Mr. Epstein. I cannot reconcile your commitment to "take no position" regarding these potential claims with your intention to sign such a letter, which will surely find its way almost immediately into the press, refers to these individuals as "minor victims," refers to Mr. Epstein as a "sexual predator," misstates the terms of our federal non-prosecution agreement (the "Agreement"), and invites federal witnesses to attend Mr. Epstein's state sentencing in order to give victim impact statements, although they are in most respects not state victims at all.

More fundamentally, we don't understand the basis for your Office's belief that it is appropriate for any letter to be sent to these individuals at this stage – before Mr. Epstein has either entered a plea or been sentenced. We respectfully disagree with your view that you are required to notify the alleged victims pursuant to the Justice for All Act of 2004. First, 18 U.S.C. § 2255, the relevant statute under the Agreement for the settlement of civil remedies, does not have any connection to the Justice for All Act. The Justice for All Act refers to restitution, and § 2255 is a civil remedy, not a restitution statute.

We also believe that the draft letter could not diverge more dramatically from your statement last week that your Office would not intervene in the state process from this point forward, and that you would merely monitor it. Indeed, the letter as currently drafted invites federal witnesses to become participants in a state proceeding, thus federalizing the state plea and sentencing in the same manner as would the appearance and statements of a member of your Office or the FBI.

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089248

KIRKLAND & ELLIS LLP

R. Alexander Acosta
November 29, 2007
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With that said, I respectfully identify below the specific objections we have with the proposed letter.

First, it states that "Mr. Epstein has agreed that he will not contest jurisdiction or liability if [the alleged victims] elect to seek damages from him . . ." This language implies that Mr. Epstein has agreed to concede jurisdiction and has waived liability whether or not each individual identified by the government as a "victim" of federal crimes ultimately settles her claim pursuant to the Agreement. The letter as drafted invites the witnesses to whom it is sent to believe that they can litigate their claims without Mr. Epstein being able to contest jurisdiction or liability – a construction of the Agreement that is in direct conflict with its terms. The Agreement we entered makes clear that Mr. Epstein's waiver of jurisdiction and liability is limited to those instances where the identified individual settles with him pursuant to Sections 7 through 8 of the Agreement and Addendum. As you are well aware, Mr. Epstein has no obligation or intention to concede jurisdiction or liability in any claim for damages – by an enumerated "victim" or anyone else – where that party fails to settle her claims pursuant to the terms of the Agreement.

Second, there is no basis to refer to Mr. Epstein as a "sexual predator." Pursuant to the terms of the Agreement, Mr. Epstein will be required to register as a "sexual offender," not a "sexual predator." Those are very different categories under Florida law. Mr. Epstein has agreed to enter a plea of guilty to two counts of violation of Florida Statutes §§ 796.03 and 796.07. Under Florida law, those charges do not classify him as a sexual predator. See Florida Statute § 775.21(4)(a). Rather, he is only a sexual offender as defined by Florida Statute § 943.0435(1)(a). To identify Mr. Epstein as a sexual predator, in this letter or elsewhere, is inaccurate and would irreparably harm him.

Third, we find no basis in law that provides the identified individuals with either a right to appear at Mr. Epstein's plea and sentence, or to submit a written statement to be filed by the State Attorney. According to Florida Statutes §§ 960.001(k) and 921.143(1), the sentencing court permits only "the victim of the crime for which the defendant is being sentenced . . . to [a]pppear before the sentencing court for the purpose of making a statement under oath for the record; and [s]ubmit a written statement under oath to the office of the state attorney, which statement shall be filed with the sentencing court." Florida Statute § 960.001(k) citing § 921.143(1) (emphasis added). Here, Mr. Epstein is pleading guilty to, and being sentenced for, state offenses, not the federal offenses under which the government has recognized these identified individuals as "victims." The state charges for which Mr. Epstein will be sentenced are not coextensive with the federal investigation. Under Florida law, only those persons identified as victims of the state offenses may make a statement at the hearing or submit a written statement.

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Page 3

With respect, encouraging these individuals to participate in the state sentencing will have the effect of creating a media frenzy that will surely impact the sentence Mr. Epstein receives – precisely what your Office promised to avoid. Such an intrusion into state affairs, when the identified individuals are not even victims of the crime for which Mr. Epstein is being sentenced is highly inappropriate. The federal investigation of Mr. Epstein has been concluded, and witnesses or civil claimants identified as purported victims of federal offenses have no place in the state proceeding. We also think it will likely promote spurious civil litigation against Mr. Epstein, a result that would be highly irresponsible to encourage.

Fourth, we take serious issue with the assertion in the letter that the government has identified each recipient of the letter as a “minor victim.” The term “minor victim” is notably absent from the Agreement. Section 7 of the Agreement states only that the government will provide a list of individuals “whom it has identified as victims, as defined in 18 U.S.C. § 2255.” Indeed, you have told us that at least one identified individual is currently 24 years old, and thus would appear not to have been a minor at the time of the alleged conduct (and therefore is presumably not eligible to settle her claims under the Agreement). To confer on these women the imprimatur of a government “finding” is both incendiary and unwarranted.

Fifth, your letter mischaracterizes the nature of Mr. Epstein’s liability under the 18 U.S.C. § 2255 provisions of the Agreement. Your letter states that every individual who receives the letter is a victim of “certain offenses, including travel in interstate commerce to engage in prostitution with minors and the use of facilities of interstate commerce to induce minors to engage in prostitution.” This construction implies that these individuals are all victims of both offenses (travel in interstate commerce to engage in prostitution with minors and the use of facilities of interstate commerce to induce minors to engage in prostitution.) Clearly that is not the case. Consequently, the language should be revised to reflect that the identified individuals may be victims of certain offenses, but not necessarily both offenses. Additionally, for the sake of fairness and candor, we believe the same language contained in your letter to [REDACTED] stating that “[t]he United States takes no position as to the validity of any such claim under this statute,” should be included in any proposed letter.

Sixth, your letter states that Mr. Podhurst and Mr. Josefsberg may “represent” the identified individuals. Since we have not yet had the opportunity to speak with Mr. Podhurst or Mr. Josefsberg (though we hope to do so this week), we do not know that they will even agree to serve in this capacity. Since I believe the role you are casting for these attorneys creates a significant ethical problem, specifically the conflict between counseling the clients to settle for the statutory amount and rewarding the attorneys for litigating rather than settling their claims, I would not assume that they, or any ethical attorney, would agree to accept this assignment as you define it. Whether that will mean that other attorneys will have to be sought, or you will realize that the role is untenable as described, either result will require modification of the letter.

KIRKLAND & ELLIS LLP

R. Alexander Acosta
November 29, 2007
Page 4

Seventh, the identified individuals should not contact lawyers in your Office or agents of the FBI. To encourage these individuals to contact federal law enforcement officials is entirely inconsistent with your promise that there will be no further federal involvement in this case. Moreover, such contact can only invite the possibility for impermissible or partial communications. Recently, you asked the defense not to contact potential witnesses in this matter in part because the Agreement contemplated the selection of an attorney representative. For the same reason there should be no continuing invitation for the witnesses to remain in contact with either your Office or the FBI. Any questions these individuals may have regarding their rights under the Agreement should be answered by [REDACTED] or the attorney representative.

Eighth, this letter should be mailed rather than delivered by hand. We see no reason for hand delivery, and mailing will ensure that there are no impermissible or partial communications made to the identified individuals upon delivery of the letter. If your Office insists on hand delivery of any such letter, however, it should only be made by a third party service, not by law enforcement agents.

Finally, as you know, Judge Starr has requested a meeting with [REDACTED] to address what we believe is the unprecedented nature of the § 2255 component of the Agreement. We are hopeful that this meeting will take place as early as next week. Accordingly, we respectfully request that we postpone our discussion of sending a letter to the alleged victims until after that meeting. We strongly believe that rushing to send any letter out this week is not the wisest manner in which to proceed. Given that Mr. Epstein will not even enter his plea for another few weeks, time is clearly not of the essence regarding any notification to the identified individuals.

Sincerely,

[REDACTED]

Day P. Letkowitz

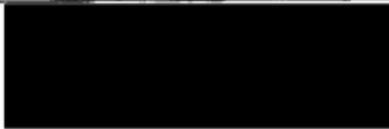
Exhibit 4



U.S. Department of Justice

United States Attorney
Southern District of Florida

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



DELIVERY BY FACSIMILE

Kenneth W. Starr, Esq
Kirkland & Ellis LLP



Re: Jeffrey Epstein

Dear Mr. Starr:

I write in response to your November 28th letter, in which you raise concerns regarding the Non-Prosecution Agreement between this Office and your client, Mr. Epstein. I take these concerns seriously. As your letter focused on the Section 2255 portion of the Agreement, my response will focus primarily on that issue as well. I do wish to make some more general observations, however.

Section 2255 provides that "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . 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." Thus, had this Office proceeded to trial, and had Mr. Epstein been convicted, the victims of his actions would have been able to seek to relief under this Section.

The Non-Prosecution Agreement entered into between this Office and Mr. Epstein responds to Mr. Epstein's desire to reach a global resolution of his state and federal criminal liability. Under this Agreement, this District has agreed to defer prosecution for enumerated sections of Title 18 in favor of prosecution by the State of Florida, provided that the Mr. Epstein satisfies three general federal interests: (1) that Mr. Epstein plead guilty to a "registerable" offense; (2) that this plea include a binding recommendation for a sufficient term of imprisonment; and (3) that the Agreement not harm the interests of his victims. This third point deserves elaboration. The intent is to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less.

With this in mind, I turn to the language of the Agreement. Paragraph 8 of the Agreement provides:

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,¹ 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 victim and Epstein, so long as the identified victim 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 is not to be construed as an admission of any criminal or civil liability other than that contained in 18 U.S.C. § 2255.

Although these two sentences are far from simple, they appear to incorporate our intent to narrowly tailor the Agreement to place the identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. I would note that I have conferred with our prosecutors and have been told that Paragraph 8 was vigorously negotiated and that the final language was suggested largely by defense counsel.

The concerns raised in your letter with respect to Paragraph 8 fall within several general categories. First, you raise concerns regarding the nature of Section 2255. As you note,

Section 2255 is a civil statute implanted in the criminal code; in contrast to other criminal statutes, Section 2255 fails to correlate payments to specific injuries or losses. Instead the statute presumes that victims have sustained damages of at least a minimum lump sum without regard to whether the complainants suffered actual medical, physiological or other forms of individualized harm.

These concerns were, I would expect, aired when Congress adopted this statute. Even if they were not, this provision is now law. Rule of law requires now requires this District to consider the victims' rights under this statute in negotiating this Agreement.

Second, you raise concerns regarding the identity-of-the-victims issue. Your concerns appear based on the belief that Paragraph 8 is a blanket waiver of liability with respect to any number of unnamed and undisclosed victims. I would invite you to confer with your co-counsel regarding this matter. Although the language of Paragraph 8 could be so construed, our First Assistant informed Mr. Lefkowitz some weeks ago that this was not our position. As Mr. Lefkowitz has noted, were Mr. Epstein convicted at trial, the plaintiff-victims in a subsequent Section 2255 suit would still have had some burden to prove that they were "victims." It is also the case, however, that were Mr. Epstein convicted at trial, the plaintiff-victims would not have to show that a violation of an enumerated section of Title 18 took place. Accordingly, our First Assistant informed Mr. Lefkowitz some weeks ago that we understood that if a victim-plaintiff elects to proceed to trial, Mr. Epstein's

¹ Although not identified as an issue by defense counsel, having reviewed this language, I note that Paragraph 8 raises the question of what is meant by "subject matter." I have conferred with the AUSA who negotiated this language, and have been informed that parties intended this to address issues of venue. This Office will not interpret this paragraph as any waiver of subject matter jurisdiction. Please inform me if defense counsel disagrees.

legal team might conduct due diligence to confirm the that victim-plaintiff in fact had inappropriate contact with Mr. Epstein. Once again, our interpretive principle is our intent to place the victim in the same position she would have been had Mr. Epstein proceeded to trial.

Third, you raise concerns regarding our decision not to create a restitution fund. Throughout the negotiations, defense counsel suggested several similar arrangements, including a Trust fund. Again, our decision not to create a fund flows from our belief that the Agreement should provide the same relief to the victims as they would have been entitled had we proceeded to trial. A restitution fund or trust fund would place an upper limit on the victims' recovery. It is not for this Office to make that decision for the victims. They may choose to walk away, they may choose to settle, or they may choose to sue. The choice should remain with each individual victim.²

Fourth, you raise concerns regarding the selection process for the attorney representative. As you may be aware, the suggestion that we appoint an attorney representative originated with defense counsel. Defense counsel, I believe, found it advantageous to attempt to negotiate a settlement of the many victims' claims with one attorney representative. My Office agreed to appoint such a representative, in part, because we too thought it valuable for the victims to have the advice of an attorney who could advise them of their choices: whether to walk away, to settle or to sue.

Since the signing of the Agreement, several issues have arisen with respect to this provision. First, I elected to assign this Office's right to appoint the representative to an independent third-party, former federal [REDACTED]. I did this to avoid any suggestion that this Office's choice of representative was intended to influence the outcome of civil litigation. Second, your co-counsel expressed concerns similar to those raised in your letter regarding the criteria used to select the representative. These criteria were:

- (1) Experience doing both plaintiffs' and defense litigation;
- (2) Experience with state and federal statutory and common law tort claims;
- (3) 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;

² Your letter references *U.S. v Boehm*, No. 3:04CR00003 (D. Ala 2004) as a model for a restitution fund settlement. I asked our prosecutor to contact the AUSA in that case. In that matter, the District of Alaska sought out and obtained the consent of all the victims before entering into that settlement. In addition, they developed an elaborate procedure for deciding which victim would receive what. My view, in this case, is that those types of negotiations are better handled between Mr. Epstein and the victims' representatives, and that this Office should not act as intermediary. Finally, I would note that in *Boehm* as well, the victims' identities were not initially disclosed. As the AUSA wrote in that case: "This filing is made ex parte because Boehm, in his plea agreement, waived any rights he had pertaining to the selection of beneficiaries and the disbursement of funds to such beneficiaries."

- (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); and
- (8) The ability to negotiate effectively.

At my direction, our First Assistant provided our criteria to your co-counsel, Mr. Lefkowitz, in advance, and at co-counsel's request, he noted in our communication with [REDACTED] defense counsel's objection to criteria 7. I have now reviewed these criteria and find them balanced and reasonable. They appear designed to provide the victims with an attorney who can advise them on all their options, whether it be to walk away, to settle (as your client prefers), or to litigate. Again, our intent is not to favor any one of these options, but rather to leave the choice to each victim.

Fifth, you assert that this Office "has improperly insisted that the chosen attorney representative should be able to litigate the claims of the individuals," should a resolution not be possible. This issue, likewise, has already been raised and addressed in discussions between your co-counsel and our First Assistant. We understand your position that it would be a conflict of interest for the attorney representative to subsequently represent victim-plaintiffs in a civil suit. Your interpretation of the ethics rules may be correct, or it may be wrong. Far from insisting that the attorney representative can represent victim-plaintiffs in subsequent litigation, our First Assistant and I have repeatedly told defense counsel that we take no position on this matter. Indeed, I fully expect your defense team to litigate this issue with the attorney representative if a resolution is not reached.

I have responded personally and in some detail to your concerns because I deeply care about both the law and the integrity of this Office. I have responded personally and in some detail as well because your letter troubled me on a number of levels. My understanding of the negotiations in this matter informs my concerns.

The Section 2255 provision issue was first discussed at a July 31, 2007, meeting between [REDACTED] West Palm Beach [REDACTED] and two FBI agents who met with Roy Black, Gerald Lefcourt, and Lilly Ann Sanchez. On that date, the prosecutors presented a written, four-bullet-point term sheet that would satisfy the federal interest in the case and discussed the substance of those terms. One of these four points was the following provision:

Epstein agrees that, if any of the victims identified in the federal investigation file suit pursuant to 18 U.S.C. § 2255, Epstein will not contest the jurisdiction of the U.S. District Court for the Southern District of Florida over his person and the subject matter. Epstein will not contest that the identified victims are persons who, while minors, were victims of violations of Title 18, United States Code, Sections(s) 2422 and/or 2423.

In mid August 2007, your defense team, dissatisfied with my staff's review of the case, asked to meet with me. Mr. Lefkowitz indicated your busy schedule, and asked me to put off until September 7, 2007, so that you could attend. Mr. Lefkowitz also indicated that he might appeal my decision to Washington D.C., if my decision was contrary to his client's interest. I agreed to the September 7th meeting, despite the fact that our AUSA had an indictment ready for presentation to the grand jury. An explicit condition of that agreement, however, was an understanding between Mr. Lefkowitz and myself that any appeal to Washington would be undertaken expeditiously.

On September 7, 2007, I, along with [REDACTED] and FBI agents, met with you, Mr. Lefkowitz, and Ms. Sanchez. I understood that you wished to present federalism-based concerns regarding our prosecution. To ensure a full consideration of your arguments, I invited [REDACTED] Criminal Division's Child Exploitation and Obscenity Section, to travel from Washington to attend our meeting. During the September 7th meeting, your co-counsel, Mr. Lefkowitz, offered a plea resolution. The inclusion of a Section 2255 remedy was specifically raised and discussed at the September 7th meeting. Indeed, according to [REDACTED] notes, you thanked her for bringing it to your attention. Again, no objection to the Section 2255 issue was raised.

After considering the arguments raised at the September 7th meeting, and after conferring with the FBI and with [REDACTED], our Office decided to proceed with the indictment. At that time, I reminded Mr. Lefkowitz that he had previously indicated his desire to appeal such a decision to the Attorney General, the Deputy Attorney General, or the Assistant Attorney General for the Criminal Division, and I offered to direct our prosecutors to delay the presentation of the indictment to allow you or he to appeal our decision if you so chose. He decided not to do so.

Instead, Mr. Epstein elected to negotiate the Non-Prosecution Agreement. These negotiations were detailed and time-consuming. Mr. Epstein's defense team, including yourself, Professor Dershowitz, former United States Attorney Guy Lewis, Ms. Lilly Ann Sanchez and Messrs. Roy Black, Jack Goldberger, Gerry Lefcourt and Jay Lefkowitz had the opportunity to review and raise objections to the terms of the Agreement. Again, no one raised objections to the Section 2255 language.

Since the signing of the Agreement, the defense team and our Office have addressed several issues that have arisen under the Agreement. Although the exchanges were at times a bit litigious, it appears that these issues have been resolved by mutual consent, some in favor of your client, some not so.

It is against these many previous foregone opportunities to object that I receive with surprise your letter requesting an 11th hour, after-the-fact review of our Agreement. Although it happens rarely, I do not mind this Office's decision being appealed to Washington, and have previously directed our prosecutors to delay filings in this case to provide defense counsel with the option of appealing our decisions. Indeed, although I am confident in our prosecutors' evidence and legal analysis, I nonetheless directed them to consult with the subject matter experts in the Criminal

Division's Child Exploitation and Obscenity Section to confirm our interpretation of the law before approving their indictment package. I am thus surprised to read a letter addressed to Department Headquarters that raises issues that either have not been raised with this Office previously or that have been raised, and in fact resolved, in your client's favor.

I am troubled, likewise, by the apparent lack of finality in this Agreement. The AUSAs who have been negotiating with defense counsel have for some time complained to me regarding the tactics used by the defense team. It appears to them that as soon as resolution is reached on one issue, defense counsel finds ways to challenge the resolution collaterally. My response thus far has been that defense counsel is doing its job to vigorously represent the client. That said, there must be closure on this matter. Some in our Office are deeply concerned that defense counsel will continue to mount collateral challenges to provisions of the Agreement, even after Mr. Epstein has entered his guilty plea and thus rendered the agreement difficult, if not impossible, to unwind.

Finally, I am most concerned about any belief on the part of defense counsel that the Agreement is unethical, unlawful or unconstitutional in any way.³

In closing, I would ask that you consult with co-counsel. If after consultations within the defense team, you believe that our Agreement is unethical, unlawful or unconstitutional, I would ask that you notify us immediately so that we can discuss the matter by phone or in person. I have consulted with the chief prosecutor in this case, who has advised me that she is ready to unwind the Agreement and proceed to trial if necessary or if appropriate.

I would reiterate that it is not the intention of this Office ever to force the hand of a defendant to enter into an agreement against his wishes. Your client has the right to proceed to trial. Although time is of the essence (I understand that certain filings are due to our Office no later than December 7th and that certain events must take place no later than December 14th), I am directing our prosecutors not to issue victim notification letters until this Friday at 5 p.m., to provide you with time to review these options with your client. We are available by phone or in person, in the interim, to

³ It is not clear from your letter whether you believe that attorneys in this Office have acted improperly. Your letter, for example, alludes to the need to engage in an inquiry to assure that disclosures to potential witnesses did not undermine the reliability of the results of this federal investigation. As a former Department of Justice attorney, I am certain that you recognize that this is a serious allegation. I have raised this matter with [REDACTED] who informed me that the victims were not told of the availability of Section 2255 relief during the investigation phase of this matter. If you have specific concerns, I ask that you raise these with me immediately, so that I can make appropriate inquiries.

address any matters that might remain unaddressed in this letter. We expect a written decision by this Friday at 5 p.m., indicating whether the defense team wishes to reaffirm, or to unwind, the Agreement.

Sincerely,

[REDACTED]

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

cc: [REDACTED] Assistant Attorney General
[REDACTED] First Assistant U.S. Attorney
[REDACTED]

Exhibit 5

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Kenneth W. Starr
To Call Writer Directly:

Facsimile:

December 11, 2007

VIA FACSIMILE

Honorable R. Alexander Acosta
United States Attorney
United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear Alex:

As we discussed during our telephone conversations on both Friday and Monday (yesterday), we are submitting two separate letters that address our broad areas of deep concern in this matter: First, the cluster of fundamental policy issues surrounding the use and implementation of 2255, a richly policy-laden but uncharted area of federal law; and second, our profound concerns as to the background and conduct of the investigation. Consistent with our conversations, we submit these letters with the assurance and understanding that our doing so in no manner constitutes a breach of the Non-Prosecution Agreement or unwinds that Agreement. We are grateful for your courtesy in agreeing to receive and consider these submissions, and then to meet to discuss them.

As you undertake your study and reflection, kindly allow me to make this pivotal point: In the combined 250 years experience of Jeffrey's defense team, we have together and individually concluded that this case is not only extraordinary and unprecedented, it is deeply and uniquely troubling. The constellation of issues, large and small, renders Jeffrey's matter entirely *sui generis*. We say this not lightly. Indeed, as you will glean from our two letters, we are gravely concerned that, in addition to its odd conceptualization and genesis, the matter in its day-to-day implementation has been handled in a manner that raises deeply troubling questions with respect to both federal policy and individual judgment in a system that is, at its best, assiduously devoted to the rule of law. The latest episodes involving 2255 notification to the alleged victims put illustratively in bold relief our concerns that the ends of justice, time and again, are not being served. By way of illustration, but it is only one among a cascading list of grave concerns, we now understand that the Assistant United States Attorney whose conduct has troubled us from day one has quite recently reached out to the attorney for [REDACTED] and

Chicago

Hong Kong

London

Munich

New York

San Francisco

Washington, D.C.

EFTA01089261

KIRKLAND & ELLIS LLP

Honorable R. Alexander Acosta
December 11, 2007
Page 2

provided oral notification of the victim notification letter. This notification, as we have stated time and again, is profoundly unfair. But quite apart from our substantive concerns, which are abiding and which had prompted our appeal to the Assistant Attorney General in the first instance, we had thought that the notification process had been held in abeyance until completion of our ongoing discussions with respect to that process. That appears not to be so. This latest in a baleful line of prosecutorial actions is dripping with irony. We respectfully call your attention to the transcript of the interview with [REDACTED], and guide you -- as the duly confirmed Executive Branch official charged with making judgments consistent with our constitutional order -- to the telling fact that Ms. Miler did not in any manner view herself as a victim. Quite to the contrary. She is not alone.

We draw attention to this episode as but a recent indication of the deepening need for your thoughtful and independent review. And for your agreeing to provide that review, our defense team is very grateful.

Respectfully Submitted,

[REDACTED]
Kenneth W. Starr

Exhibit 6



U.S. Department of Justice

United States Attorney
Southern District of Florida

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

[REDACTED]

December 19, 2007

DELIVERY BY FACSIMILE

Lilly Ann Sanchez
Fowler White Burnett, PA

[REDACTED]

Re: Jeffrey Epstein

Dear Ms. Sanchez:

I write to follow up on the December 14th meeting between defense counsel and the Epstein prosecutors, as well as our First Assistant, the Miami FBI Special Agent in Charge and myself.¹ I write to you because I am not certain who among the defense team is the appropriate recipient of this letter. I address issues raised by several members of the defense team, and would thus ask that you please provide a copy of this letter to all appropriate defense team members.

First, I would like to address the Section 2255 issue.² As I stated in my December 4th letter, my understanding is that the Non-Prosecution Agreement entered into between this Office and Mr. Epstein responds to Mr. Epstein's desire to reach a global resolution of his state and federal criminal liability. Under this Agreement, this District has agreed to defer prosecution for enumerated sections

¹ Over the past two weeks, we have received several hundred pages of arguments and exhibits from defense counsel. This is not the forum to respond to the several items raised, and our silence should not be interpreted as agreement; I would, however, like to address one issue. Your December 11th letter states that as a result of defense counsel objections to the appointment process, the USAO proposed an addendum to the Agreement to provide for the use of an independent third party selector. As I recall this matter, before I had any knowledge of defense counsel objections, I *sua sponte* proposed the Addendum to Mr. Lefkowitz at an October meeting in Palm Beach. I did this in an attempt to avoid what I foresaw would likely be a litigious selection process. It was only after I proposed this change that Mr. Lefkowitz raised with me his enumerated concerns.

² Section 2255 provides that: "[a]ny person who, while a minor, was a victim of a violation of [enumerated sections of Title 18] and who suffers personal injury as a result of such violation . . . 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."

of Title 18 in favor of prosecution by the State of Florida, provided that the Mr. Epstein satisfies three general federal interests: (1) that Mr. Epstein plead guilty to a "registerable" state offense; (2) that this state plea include a binding recommendation for a sufficient term of imprisonment; and (3) that the Agreement not harm the interests of his victims.

With this in mind, I have considered defense counsel arguments regarding the Section 2255 portions of the Agreement. As I previously observed, our intent has been to place the victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less. From our meeting, it appears that the defense agrees that this was the intent. During the course of negotiations that intent was reduced to writing in Paragraphs 7 and 8, which as I wrote previously, appear far from simple to understand. I would thus propose that we solve our disagreements over interpretations by saying precisely what we mean, in a simple fashion. I would replace Paragraphs 7 and 8 with the following language:

"Any person, who while a minor, was a victim of a violation of an offense enumerated in Title 18, United States Code, Section 2255, will have the same rights to proceed under Section 2255 as she would have had, if Mr. Epstein been tried federally and convicted of an enumerated offense. For purposes of implementing this paragraph, the United States shall provide Mr. Epstein's attorneys with a list of individuals whom it was prepared to name in an indictment as victims of an enumerated offense by Mr. Epstein. Any judicial authority interpreting this provision, including any authority determining which evidentiary burdens if any a plaintiff must meet, shall consider that it is the intent of the parties to place these identified victims in the same position as they would have been had Mr. Epstein been convicted at trial. No more; no less."

Second, I would like to address the issue of victim's rights pursuant to Section 3771. I understand that the defense objects to the victims being given notice of time and place of Mr. Epstein's state court sentencing hearing. I have reviewed the proposed victim notification letter and the statute. I would note that the United States provided the draft letter to defense as a courtesy. In addition, [REDACTED] already incorporated in the letter several edits that had been requested by defense counsel. I agree that Section 3771 applies to notice of proceedings and results of investigations of federal crimes as opposed to the state crime. We intend to provide victims with notice of the federal resolution, as required by law. We will defer to the discretion of the State Attorney regarding whether he wishes to provide victims with notice of the state proceedings, although we will provide him with the information necessary to do so if he wishes.

Third, I would like to address the issue raised regarding Florida Statute Section 796.03. At our meeting, Professor Dershowitz took the position that Mr. Epstein believes that his conduct does not satisfy the elements of this offense. His assertion raises for me substantial concerns. This Office will not, and cannot, be a party to an agreement in which Mr. Epstein pleads guilty to an offense that he believes he did not commit. We are considering how best to proceed.

Finally, I would like to address a more general point. Our Agreement was first signed on September 24th, 2007. Pursuant to paragraph 11, Mr. Epstein was to use his best efforts to enter his guilty plea and be sentenced no later than October 26, 2007. As outlined in correspondence between our prosecutors and defense counsel, this deadline came and went. Our prosecutors reiterated to defense counsel several times their concerns regarding delays, and in fact, asked me several weeks ago to declare the Agreement in breach because of those delays. I resisted that invitation. I share this fact because it is background to my frustration with what appears to be an 11th hour appeal, weeks before the now scheduled January 4th plea date.

This said, the issues raised are important and must be fully vetted irrespective of timeliness concerns. We hope to preserve the January 4th date. I understand that defense counsel shares our desire not to move that appearance and will work with our office to expedite this process over the next several days. With this in mind, and in the event that defense counsel may wish to seek review of our determinations in Washington D.C., I spoke this past Monday with the Assistant Attorney [REDACTED] to inform her of a possible appeal, to ask her to grant the potential request for review, and to in fact review this case in an expedited manner to attempt to preserve the January 4th plea date.

I want to again reiterate that it is not the intention of this Office ever to force the hand of a defendant to enter into an agreement against his wishes. Your client has the right to proceed to trial, and he should do so if he believes that he did not commit the elements of the charged offense.

I will respond to the pending issues shortly. In the interim, I would ask that you communicate your position with respect to the sections 2255 and 3371 issues as quickly as possible.

Sincerely,

[REDACTED]
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

cc:

[REDACTED] Assistant Attorney General
[REDACTED] First Assistant U.S. Attorney
[REDACTED]

Exhibit 7

Jay Lefkowitz/New
York/Kirkland-Ellis
02/29/2008 03:11 PM

To [REDACTED]
cc [REDACTED]
bcc [REDACTED]
Subject Fw: Epstein

Dear Alex,

I received the attached email from [REDACTED] this week and to put it mildly, I was shocked. As you will recall, back at the beginning of January, when we both agreed that there were significant irregularities with the deferred prosecution agreement, you called a time-out. You had decided to ask Drew's Office to take a look at the matter and suggested that we would be hearing him within days.

At that time, we welcomed the development -- especially given that we had reason to be concerned that some of the individuals in your Office were not acting appropriately in relation to this matter. In particular, we were very concerned that one of your prosecutors had given a substantial amount of information to a New York Times reporter -- telling him not only about specific aspects of our plea negotiations, but also sharing with him details about your Office's theory concerning what laws you believe Mr. Epstein has violated. In broad strokes, [REDACTED] told Mr. Thomas that the Office was contemplating charging Mr. Epstein under Sections 2422(b) (with a full discussion of principal liability), 2423, and 1591. He also complained about Mr. Epstein's lawyers and told Mr. Thomas not to "believe the spin from Mr. Epstein's high priced attorneys." [REDACTED] even informed Mr. Thomas that we had "asked for privately paid armed guards" as part of a house arrest proposal we had made. Even more surprising, he subsequently told Mr. Thomas that we had learned of the conversation, complained about it and suggested an explanation. Needless to say, we were very troubled by these conversations.

At this same time, we agreed that in order to provide [REDACTED] a sufficient amount of time to evaluate the matter, it made sense to move the deadline for state plea to March, which we did. I was therefore quite surprised to receive, in rapid succession, a call from [REDACTED] asking to begin the review process and then only two days later, an email from [REDACTED] informing me of new and extremely short and arbitrary deadlines.

The one thing I had become certain about in this case was that you were sincere in your desire to ensure that the DOJ took a proper and principled position with respect to this matter, and that you fully accepted our desire, and our right, to appeal any adverse decision by your Office to the DOJ. In fact, on several occasions -- including our meeting before Thanksgiving in your Office -- you stated precisely as much to me. That is why I am so surprised by [REDACTED] latest email. We are very interested in having the meetings you suggested with [REDACTED]. It would be very unfortunate to begin the review process that you have asked [REDACTED] to conduct and at the same time artificially constrict it. As you know, the timing of a thorough review would cause no prejudice to the government's prosecution of Mr. Epstein. To the contrary, we hope that our dialogue with [REDACTED] will allow for the government to make a more informed decision concerning this matter.

We have been waiting eagerly for a call from [REDACTED] for nearly two months. Now that he is prepared to meet with us, it is unfair for [REDACTED] to seek to impose artificial deadlines. Since I will be in trial next week, we are planning to begin our meetings with [REDACTED] during the second week in March.

I sincerely hope we can resolve this matter in the near future. To be clear -- at this stage -- we are not asking for anything but the same due process that you promised to afford to us when we last spoke in early January.

Best, Jay

cc: [REDACTED]

Exhibit 8



" [REDACTED] (USAFLS)"
< [REDACTED] >

02/29/2008 07:17 PM

To < [REDACTED] >
cc
bcc
Subject Epstein

Jay,

I know you emailed the U.S. Attorney but I feel compelled to respond.

In my Monday, February 25th email, I tried to express my concern, on behalf of the SDFL, about additional delays concerning this matter and the desire to expedite review without interfering or restricting the process. When you replied on Wednesday, February 27th, it seemed to me that nothing had much changed. Your email stated "because I am currently scheduled to be on trial all next week in Delaware, I don't think we will actually be able to begin meeting with [REDACTED] until the following week, at the earliest." I felt that no effort was being made towards scheduling, and that, at the very least, one of Mr. Epstein's other lawyers could have attempted to schedule a meeting with CEOS. To put it another way, it appeared to me that this matter was going to drag unnecessarily. Obviously you sensed my frustration in my responding email which, in turn, generated your email to the USA.

Late this afternoon, I was informed that you have scheduled a meeting with CEOS for March 12th. Obviously, I am heartened to hear of this development. Please be assured that it is not, and never has been, this Office's intent to interfere with or restrict the review process for either Mr. Epstein or CEOS. I leave it to you and CEOS to figure out how best to proceed and will await the results of that process.

[REDACTED]

Exhibit 9



[REDACTED] (USAFLS)"
[REDACTED]
05/28/2008 04:51 PM

To [REDACTED]
cc
bcc
Subject Jeffrey Epstein

Mr. Lefkowitz,

The United States Attorney's Office for the Southern District of Florida was recently notified that the Office of the Deputy Attorney General, at your request, intends to review certain aspects of the investigation involving Mr. Epstein's sexual conduct involving minor victims. Naturally, until the DAG's Office has completed its review, this Office has postponed the current June 2, 2008 deadline requiring compliance by your client with the terms and conditions of the September 24, 2007 global resolution of state and federal liabilities, as modified by the United States Attorney's December 19, 2007 letter to Lilly Ann Sanchez, Esq.

Sincerely,

[REDACTED]

First Assistant US Attorney

Southern District of Florida

Exhibit 10

Jack Goldberger

From: Jack Goldberger
Sent: Friday, June 27, 2008 10:22 AM
To: Jack Goldberger
Subject: FW: Have a great weekend!
Attachments: PLEA.Epstein.doc

From: Lanna Belohlavek [mailto:████████████████████]
Sent: Friday, June 27, 2008 10:00 AM
To: Jack Goldberger
Subject: Have a great weekend!

Exhibit 11

Jack Goldberger

From: [REDACTED] (USAFLS) [REDACTED]
Sent: Saturday, June 28, 2008 11:31 AM
To: Jack Goldberger
Cc: Atkinson, Karen (USAFLS); [REDACTED]
Subject: Re: Notice of Non-Compliance

Dear Jack:

I have conferred with a state court practitioner who stated that there is nothing that prohibits you from agreeing to a consecutive six-month sentence of incarceration followed by one year of community control as specified in the non-prosecution agreement.

If you elect to proceed with the plea agreement as currently drafted, we ask that you insert the word "imprisoned" following the words "six months" in the second sentencing paragraph.

Please confirm that this change is acceptable. Thank you.

[REDACTED]

----- Original Message -----

From: Jack Goldberger <[REDACTED]>
To: [REDACTED] (USAFLS)
Cc: Jack Goldberger <[REDACTED]>
Sent: Sat Jun 28 08:49:55 2008
Subject: RE: Notice of Non-Compliance

Dear [REDACTED],

please allow this e-mail to confirm our telephone conference of 6:30 pm on June 27 wherein we discussed the Epstein plea agreement and we agreed that the Epstein state plea agreement was in compliance with the September 2007 non-prosecution agreement entered into between Mr. Epstein and the USAO for the Southern District of Florida.
Jack Goldberger

From: [REDACTED] (USAFLS) [mailto:[REDACTED]]
Sent: Fri 6/27/2008 5:45 PM
To: Jack Goldberger; Roy BLACK
Cc: Atkinson, Karen (USAFLS)
Subject: Notice of Non-Compliance

Dear Messrs. Goldberger and Black:

Please see the attached Notification Letter.

<<080627 Goldberger Black notification ltr.pdf>>

[REDACTED]

Assistant U.S. Attorney

Exhibit 12

PLEA IN THE CIRCUIT COURT
THE FOLLOWING IS TO REFLECT ALL TERMS OF THE NEGOTIATED SETTLEMENT

Name: Jeffrey E. Epstein

Plea: Guilty

<u>Case No.</u>	<u>Charge</u>	<u>Count</u>	<u>Lesser</u>	<u>Degree</u>
06CF009454AMB	Felony Solicitation of Prostitution	1	No	3 FEL
08CF009381AMB	Procuring Person Under 18 for Prostitution	1	No	2 FEL

PSI: Waived/Not Required Required/Requested _____

ADJUDICATION: Adjudicate [x]

SENTENCE:

On 06CF009454AMB, the Defendant is sentenced to 12 months in the Palm Beach County Detention Facility, with credit for 1 (one) day time served.

On 08CF009381AMB, the Defendant is sentenced to 18 months Community Control 1 (one). As a special condition of this Community Control, the Defendant must serve the first 6 months in the Palm Beach County Detention Facility, with credit for 1 (one) day time served. This sentence is to be served consecutive to the 12 month sentence in 06CF009454AMB. The conditions of community control are attached hereto and incorporated herein.

OTHER COMMENTS OR CONDITIONS:

Court Costs: \$474.00 Cost of Prosecution: \$50.00 Drug Trust Fund: \$50.00

As a special condition of his community control, the Defendant is to have no unsupervised contact with minors, and the supervising adult must be approved by the Department of Corrections.

The Defendant is designated as a Sexual Offender pursuant to Florida Statute 943.0435 and must abide by all the corresponding requirements of the statute, a copy of which is attached hereto and incorporated herein.

The Defendant must provide a DNA sample in court at the time of this plea.

Assistant State Attorney

Attorney for the Defendant

Date of Plea

Defendant

PLEA IN THE CIRCUIT COURT
THE FOLLOWING IS TO REFLECT ALL TERMS OF THE NEGOTIATED SETTLEMENT

Name: Jeffrey E. Epstein

Plea: Guilty X

<u>Case No.</u>	<u>Charge</u>	<u>Count</u>	<u>Lesser</u>	<u>Degree</u>
08CF009454AMB	Felony Solicitation of Prostitution	1	No	3 FEL
08CF009381AMB	Procuring Person Under 18 for Prostitution	1	No	2 FEL

PSI: Waived/Not Required X Required/Requested _____

ADJUDICATION: Adjudicate [x]

SENTENCE:

On 08CF009454AMB, the Defendant is sentenced to 12 months in the Palm Beach County Detention Facility, with credit for 1 (one) day time served.

On 08CF009381AMB, the Defendant is sentenced to 6 months in the Palm Beach County Detention Facility, with credit for 1 (one) day time served. This 6 month sentence is to be served consecutive to the 12 month sentence in 08CF009454AMB. Following this 6 month sentence, the Defendant will be placed on 12 months Community Control 1 (one). The conditions of community control are attached hereto and incorporated herein.

OTHER COMMENTS OR CONDITIONS:

As a special condition of his community control, the Defendant is to have no unsupervised contact with minors, and the supervising adult must be approved by the Department of Corrections.

The Defendant is designated as a Sexual Offender pursuant to Florida Statute 943.0435 and must abide by all the corresponding requirements of the statute, a copy of which is attached hereto and incorporated herein.

The Defendant must provide a DNA sample in court at the time of this plea.

Assistant State Attorney

Date of Plea

Attorney for the Defendant

Exhibit 13

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Leftkowitz, P.C.
To Call Writer Directly:

Facsimile:

www.kirkland.com

Confidential. For Settlement
Purposes Only, Pursuant to Rule 408.

October 10, 2007

VIA E-MAIL

R. Alexander Acosta
United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear Alex:

I write as a follow up to our conversation yesterday regarding the open issues that remain in the Epstein matter. As you are aware, we continue to have serious disagreements with [REDACTED] regarding the nature of the settlement process for identified individuals' § 2255 claims. Legal representation in a lawsuit was never contemplated by the Federal Plea Agreement (the "Agreement"). Over the course of the negotiations of the Agreement, the parties worked diligently to create an alternative dispute resolution for those identified individuals seeking a civil remedy for the conduct at issue, in an effort to avoid long drawn out disputes over liability in public adversarial litigations. Initially, we proposed that Mr. Epstein create a trust whereby a trustee would be appointed by the Circuit Court to disperse the funds to the identified individuals based on a good faith showing of injury. In response, [REDACTED] proposed the appointment of a guardian ad litem to represent the identified individuals, not an attorney, which suggests that litigation was never contemplated by either party. Ultimately, the parties agreed to Paragraphs 7 and 8 of the Agreement, which allow for a single attorney representative to settle the claims of the identified individuals and create a procedural alternative to public adversarial litigation.

In keeping with the parties' understanding of Paragraphs 7 and 8, you should know that we are in agreement with your choice of [REDACTED] but we believe [REDACTED] should act as the attorney representative to settle claims pursuant to the Agreement and the parties' longstanding understanding of the settlement process. Because the process we have agreed to does not contemplate litigation with respect to the attorney representative, [REDACTED] can work to negotiate settlements with the identified individuals without further involvement by the government or its agents. Below, I've outlined our main areas of concern with the approach [REDACTED]

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089281

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█ has taken regarding the role of the attorney representative and the settlement process for § 2255 claims pursuant to Paragraphs 7 and 8 of the Agreement.

First Issue: The Settlement Process and the Role of the Attorney Representative. The settlement procedure we propose, and which we believe is made clear by the Agreement, is reasonable and consistent with the intention of the parties: the attorney representative will represent the identified individuals provided they opt to enter into a settlement agreement with Mr. Epstein with respect to their § 2255 claims. The attorney representative will negotiate a total settlement amount with Mr. Epstein. Once the United States has formally declined to prosecute Mr. Epstein in this matter, and each identified individual electing to settle has waived her right to pursue any other claims against Mr. Epstein, the attorney representative will distribute the proceeds in the manner he sees fit. If the identified individuals cannot settle or opt not to settle on a damages amount with Mr. Epstein, then the attorney representative may not continue his representation and is barred from filing lawsuits pursuant to § 2255 and the identified individuals would not be suing under § 2255 as contemplated by Paragraph 8.

Based on the specific language in the contract and the intent of both parties, we believe that the Agreement clearly provides that the identified individuals may opt to make use of the attorney representative so long as they can reach a settlement agreement with Mr. Epstein. If the parties cannot settle on a damages amount with Mr. Epstein, then the attorney representative may not continue his representation and is barred from filing lawsuits pursuant to § 2255.

The provisions of the Agreement make clear that the role of the attorney representative is limited to settling claims brought by identified individuals pursuant to the Agreement. While Paragraph 7 defines who may be represented by the attorney representative, Paragraph 8 outlines the scope of that representation. Paragraph 7 states:

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 has been sentenced. Upon the execution of this agreement, the United States, in consultation with and subject to the good faith 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.

Under Paragraph 8 of the Agreement, which provides the terms of the representation, the attorney representative is only appointed to protect the interests of those identified individuals who elect to waive any claim for damages other than the damages agreed to by the parties. Paragraph 8 states:

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 this 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

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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.

Paragraph 8 addresses how Mr. Epstein's waivers are triggered pursuant to a settlement with each identified individual. Paragraph 8 is clear that Mr. Epstein will only waive § 2255 liability "so long as" each identified individual proceeds exclusively under § 2255 and agrees to waive damages other than "an amount as agreed to between the identified individual and Epstein." The Agreement's silence with respect to what happens if the parties cannot settle on a damages amount indicates that the parties intended for the scope of the attorney representative's representation to be limited to settling claims with Mr. Epstein, not representing these identified individuals in § 2255 lawsuits.

██████████ however, insists that the attorney representative's duties include pursuing a lawsuit under § 2255 on behalf of each identified individual in the event that settlement talks are unsuccessful. This interpretation is incorrect because ██████████ ignores Paragraph 8, which limits the scope of the attorney representative's representation.

The longstanding intention of the parties is also consistent with our interpretation of the Agreement based on prior iterations of the Agreement, which only refer to appointing a trustee or a guardian ad litem to protect the interests of the identified individuals. Thus, legal representation in a lawsuit was never contemplated under the Agreement. Also, Mr. Epstein's agreement to pay the attorney representative's fees reaffirms that the parties never intended for the attorney representative to bring lawsuits. § 2255 includes a provision for attorney's fees, but only if there is a monetary recovery. If the Agreement contemplates, as ██████████ suggests, that the attorney representative could file suit on behalf of each identified individual, Mr. Epstein would never have agreed to pay attorneys fees for those that being suit and lose. It is clear that Mr. Epstein agreed to pay the attorney representative's fees because he assumed that each identified individual represented by the attorney representative would recover something by settling on their respective damages claim.

██████████ interpretation of the Agreement would also trigger profound ethical problems due to the conflicts of interests that would arise. For instance, if Mr. Epstein agrees to pay for the attorney representative's fees and monthly expenses in any potentially litigated matter, then the attorney representative would effectively be incentivized to reject settlement under § 2255 in an effort to draw out the lawsuits and incur more fees. If the lawyer were allowed to represent the identified individuals in a lawsuit, the best interests of each identified individual might not be served, because the attorney representative will always be more interested in pursuing lawsuits in lieu of settling claims against Mr. Epstein efficiently and fairly. This conflict

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could compromise the attorney representative's duty of loyalty. See ABA Annotated Model Rules of Professional Conduct, Rule 1.8(f) ("A lawyer shall not accept compensation for representing a client from one other than the client unless... there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship"). And Mr. Epstein would essentially be paying the attorney representative to sue himself. Such a result is inappropriate and unconscionable.

The attorney representative will face other conflicts as well. As a general matter, multiple representation of a group of individuals that elects to settle on damages as well as one or more individuals who reject settlement carries with it the heightened potential for irreparable conflicts. For example, the ethics rules preclude an attorney from simultaneously representing parties that are likely to end up in conflict. See ABA Annotated Model Rules of Professional Conduct, Rule 1.7 ("A lawyer shall not represent a client if...there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer."). Here, I can imagine a case where one of the identified individuals is called as a witness by Mr. Epstein to dispute an allegation by another identified individual who is a party to the case. The attorney representative would have to cross examine the witness, who is also his client. In another scenario, the attorney representative may receive privileged information from one identified individual, which precludes him from using that information with respect to another identified individual. In each scenario, the attorney representative will be simultaneously representing parties that may be in conflict, in violation of Rule 1.7.

For these reasons, we believe that [REDACTED] interpretation of the Agreement in connection with the attorney representative's role in the settlement process must be rejected.

Second Issue: Waiver of Liability. [REDACTED] incorrectly alleges that Mr. Epstein has waived liability even when claims are not settled. Pursuant to the Agreement, if the identified individuals choose not to settle with Mr. Epstein, he will not waive liability for those individuals whose claims are not settled by the attorney representative. Paragraph 8 is clear that Mr. Epstein will only waive § 2255 liability so long as each identified individual proceeds exclusively under § 2255 and agrees to waive damages other than "an amount as agreed to between the identified individual and Epstein." (Paragraph 8, Agreement) Consequently, those identified individuals who choose not to settle with Mr. Epstein are not covered by the terms of the Agreement and will have to prove, among other things, that they are victims under the enumerated statutes.

Third Issue: Communication to Identified Individuals. [REDACTED] proposes that either she or federal agents will speak with the identified individuals regarding the settlement process. We do not think it is the government's place to be co-counsel to the identified individuals, nor should the FBI be their personal investigators. Neither federal agents nor anyone from your Office should contact the identified individuals to inform them of the resolution of the

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case, including appointment of the attorney representative and the settlement process. Not only would that violate the confidentiality of the Agreement, but Mr. Epstein also will have no control over what is communicated to the identified individuals at this most critical stage. We believe it is essential that we participate in crafting a mutually acceptable communication to the identified individuals. We further believe that communications between your Office or your case agents and the identified individuals might well violate Rule 6(e)(2)(B) of the Federal Rules of Criminal Procedure. The powers of the federal grand jury should not, even in appearance, be utilized to advance the interests of a party to a civil lawsuit.

We propose that the following joint communication be made to [REDACTED], who will act as the attorney representative and communicate accordingly with the identified individuals:

As counsel for the United States of America and Jeffrey Epstein, we jointly write to you to provide information relevant to your services as the attorney representative to represent certain identified individuals who may have a civil claim against Mr. Epstein.

The United States has conducted an investigation of Mr. Epstein regarding his solicitation of females, some of whom the government alleges were underage, to engage in prostitution in his Palm Beach County home. Based on this investigation, the United States has identified certain individuals who may be eligible to seek a civil remedy against Mr. Epstein pursuant to 18 U.S.C. § 2255.

The United States and Mr. Epstein have agreed to a resolution of this investigation. As part of the resolution of this matter, the parties have agreed to a settlement process for these identified individuals. The parties agree that you will contact each identified individual and explain the nature of the resolution of this matter, including the settlement process, in accordance with a joint communication drafted by the United States and Mr. Epstein. The parties further agree that you will interview each identified individual to confirm that they have a viable claim against Mr. Epstein pursuant to 18 U.S.C. § 2255.

Pursuant to the resolution of this matter, you will represent only those identified individuals who elect to settle their claims with Mr. Epstein, and your duties will be limited to negotiating a settlement on the identified individuals' behalf and dispersing the settlement proceeds. Mr. Epstein has agreed that he will not contest jurisdiction in the Southern District of Florida, and he will not contest liability pursuant to 18 U.S.C. § 2255 for those identified individuals who elect to settle all potential claims against him regarding this matter. Mr. Epstein has also agreed to pay reasonable attorney's fees and expenses that you incur as a result of settlement negotiations and settlement administration of this matter.

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To settle these claims, the parties agree that you will negotiate a total settlement amount with Mr. Epstein for each identified individual who elects to settle. After the United States formally declines to initiate any prosecution against Mr. Epstein related to this matter and each identified individual you represent executes a waiver of all rights to pursue any litigation regarding this matter, you may then distribute the proceeds from the total settlement amount to the identified individuals in the manner you see fit.

For those identified individuals who elect not to settle their claims, Mr. Epstein will not waive his right to contest jurisdiction, liability or damages. Furthermore, Mr. Epstein will not pay for their attorney's fees or expenses, and you may not represent these individuals in any capacity. Each of these individuals will be responsible for finding, hiring and paying for her own attorney.

The details regarding the United State's investigation of this matter and its resolution with Mr. Epstein is confidential. You may not make public statements regarding this matter. If you have any questions regarding this matter, including the settlement process, you must contact Mr. Epstein's counsel and request a joint clarification from said counsel and the United States. You should not contact the United States directly. The parties will make every effort to answer your questions via a joint communication.

Alex, as you know, when Mr. Epstein signed the Agreement, he did so in order to reach finality with your Office and with the express representation that the federal investigation against him would cease. To that end, I would like your assurance that after you and I agree to the issues raised in this letter, that it will be the end of the United States' involvement barring a willful breach of the Agreement. Specifically, the government or any of its agents will not make any further communications to the identified individuals and will not make any ex parte communications with [REDACTED]

I look forward to resolving these open issues with you during our 4:30 call today.

Sincerely,

[REDACTED]

Jay P. Leikowitz

Exhibit 14

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U.S. Department of Justice

United States Attorney
Southern District of Florida

500 South Australian Ave., Suite 400
West Palm Beach, FL 33401



November 29, 2007

DELIVERY BY HAND

Miss

Re: Crime Victims' Rights – Notification of Resolution of Epstein Investigation

Dear Miss _____:

Several months ago, I provided you with a letter notifying you of your rights as a victim pursuant to the Justice for All Act of 2004 and other federal legislation, including:

- (1) The right to be reasonably protected from the accused.
- (2) The right to reasonable, accurate, and timely notice of any public court proceeding involving the crime or of any release or escape of the accused.
- (3) The right not to be excluded from any public court proceeding, unless the court determines that your testimony may be materially altered if you are present for other portions of a proceeding.
- (4) The right to be reasonably heard at any public proceeding in the district court involving release, plea, or sentencing.
- (5) The reasonable right to confer with the attorney for the United States in the case.
- (6) The right to full and timely restitution as provided in law.
- (7) The right to proceedings free from unreasonable delay.
- (8) The right to be treated with fairness and with respect for the victim's dignity and privacy.

I am writing to inform you that the federal investigation of Jeffrey Epstein has been completed, and Mr. Epstein and the U.S. Attorney's Office have reached an agreement containing the following terms.

First, Mr. Epstein agrees that he will plead guilty to two state offenses, including the offense of soliciting minors to engage in prostitution, which will require him to register as a sexual predator for the remainder of his life.

Second, Mr. Epstein has agreed to make a binding recommendation of 18 months' imprisonment to the state court judge who sentences him. Mr. Epstein will serve that sentence of imprisonment at the Palm Beach County Jail.

Third, Mr. Epstein has agreed that he will not contest jurisdiction or liability if you elect to seek damages from him because the United States has identified you as a minor victim of certain federal offenses, including travel in interstate commerce to engage in prostitution with minors and the use of facilities of interstate commerce to induce minors to engage in prostitution. To assist you in making such a claim, the U.S. Attorney's Office has asked an independent Special Master to select attorneys to represent you. Those attorneys are Aaron Podhurst and Robert ("Bob") Josefsberg with the law firm of Podhurst Orseck, P.A. They can be reached at (305) 358-2800. I anticipate that someone from their law firm will be contacting you shortly. I must also advise you that you are not obligated to use these attorneys. In fact, you have the absolute right to select your own attorney, so you can decide not to speak with Messrs. Podhurst/ Josefsberg at all, or you can speak with them and decide at any time to use a different attorney. If you do decide to seek damages from Mr. Epstein and you decide to use Messrs. Podhurst/ Josefsberg as your attorneys, Mr. Epstein will be responsible for paying attorney's fees incurred during the time spent trying to negotiate a settlement. If you are unable to reach a settlement with Mr. Epstein, you and Mr. Josefsberg can discuss how best to proceed.

As I mentioned above, as part of the resolution of the federal investigation, Mr. Epstein has agreed to plead guilty to state charges. Mr. Epstein's change of plea and sentencing will occur on December 14, 2007, at _____ a.m., before _____, in Courtroom 11F at the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida. Pursuant to Florida Statutes Sections 960.001(1)(k) and 921.143(1), you are entitled to be present and to make a statement under oath. If you choose, you can submit a written statement under oath, which will be filed by the State Attorney's Office on your behalf. If you elect to prepare a written statement, it should address the following:

the facts of the case and the extent of any harm, including social, psychological, or physical harm, financial losses, loss of earnings directly or indirectly resulting from the crime for which the defendant is being sentenced, and any matter relevant to an appropriate disposition and sentence. Fl. Stat. 921.143(2).

You also are entitled to notification when Mr. Epstein is released from imprisonment at the end of his prison term and/or if he is allowed to participate in a work release program. To receive such notification, please provide the State Attorney's Office with the following information:

1. Your name
2. Your address
3. Your home, work, and/or cell phone numbers

MISS _____
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4. Your e-mail address
5. A notation of whether you would like to participate in the "VINE system," which provides automated notification calls any time an inmate is moved. (To use this system, your calls must go to you directly, not through a switchboard.)

Thank you for all of your help during the course of the investigation. If you have any questions or concerns, please do not hesitate to contact me or Special Agent Nesbitt Kuyrkendall at (561) 822-5946.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

Assistant United States Attorney

cc:

U.S. Attorney's Office

Exhibit 15



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

December 6, 2007

DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

[REDACTED]

Re: Jeffrey Epstein

Dear Jay:

I write in response to your recent e-mails and letters regarding victim notification and other issues. Our Office is trying to perform our contractual obligations under the Agreement, which we feel are being frustrated by defense counsel's objections. The Office also is concerned about Mr. Epstein's nonperformance.

More than three weeks ago we spoke about the failure to set a timely plea and sentencing date. At that time, you assured me that the scheduling delay was caused by the unavailability of [REDACTED]. You promised that a date would be set promptly. On November 15th, Rolando Garcia met with [REDACTED] on another matter, and was told by [REDACTED] that he had just spoken with Jack Goldberger, and that Mr. Epstein's plea and sentencing were set to occur on December 14, 2007. Since that time, we have tried to confirm the date and time of the hearing in order to include that information in the victim notification letters. You continue to refer to the plea and sentencing as though it will be in January. [REDACTED] office has not confirmed any date; and Mr. Goldberger recently told [REDACTED] that "there is no date."

I must reiterate that a delayed guilty plea and sentencing – now more than two months beyond the original deadline – is unacceptable to the Office. As you will recall, the plea and sentencing hearing originally was to occur in early October 2007, but was delayed until October 26th to allow Mr. Goldberger to attend. It was delayed again until November to allow you to attend. Rather than using your best efforts to insure that the plea and sentencing occur in November, we recently learned that a plea conference had been scheduled with [REDACTED] for November 20, 2007, but was canceled at the request of the parties, not the judge. [REDACTED] has not been away for any extended period, and there is no basis for your assertion that the judge is the cause of

JAY P. LEFKOWITZ, ESQ.
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any past or future delay. Mr. Epstein currently has four Florida Bar members on his defense team, so attorney scheduling is not an adequate basis for delay.

Three weeks ago I also asked you to provide our Office with the terms of the Plea Agreement with the State Attorney's Office. It is now more than two months since the signing of the Non-Prosecution Agreement and we have yet to see any formal agreement, or even a list of essential terms of such an agreement.

Next, let me address your allegation that attorneys in our office and agents of the FBI have leaked information to the press in an effort to affect possible civil litigation with Mr. Epstein. This is untrue. There has been no contact between any member of the press and any employee of our office or the FBI since you incorrectly accused investigators of telling "Vanity Fair" about Mr. Starr's employment by Mr. Epstein several months ago. We intend to continue to refrain from commenting or providing information to the press. We would ask that your client and all of his representatives do the same.

I also want to address your interpretation of several statements that were included in correspondence – at your insistence – as proof that the designated victims have invalid claims. Let me make clear that each of the listed individuals are persons whom the Office identified as victims as defined in Section 2255, that is, as persons "who, while a minor, was a victim of a violation of section . . . 2422 or 2423 of this title." In other words, the Office is prepared to indict Mr. Epstein based upon Mr. Epstein's "interactions" with these individuals.¹ This conclusion is based upon a thorough and proper investigation – one in which none of the victims was informed of any right to receive damages of any amount prior to the investigation of her claim. The Office agrees that it is not a party to, and will not take a role in, any civil litigation, but the Office can say, without hesitation, that the evidence demonstrates that each person on the list was a victim of Mr. Epstein's criminal behavior. Mr. Starr's letter also suggests that the number of victims to whom Mr. Epstein is exposed by the Agreement is limitless. As you know, early drafts of the Agreement contained a numerical limit of 40 victims, which was removed at your request. The Office repeatedly confirmed that the number would not exceed 40; and the list is significantly shorter than that. Once the list is provided to you, if you have a good faith basis for asserting that a victim never met Mr. Epstein, we remain willing to listen and to modify the list if you convince us of your position.

Finally, let me address your objections to the draft Victim Notification Letter. You write that you don't understand the basis for the Office's belief that it is appropriate to notify the victims. Pursuant to the "Justice for All Act of 2004," crime victims are entitled to: "The right to reasonable, accurate, and timely notice of any public court proceeding . . . involving the crime" and the "right

¹Unlike the State's investigation, the federal investigation shows criminal conduct by Mr. Epstein at least as early as 2001, so all of the victims were minors at the time of the offense.

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not to be excluded from any such public court proceeding . . ." 18 U.S.C. § 3771(a)(2) & (3). Section 3771 also commands that "employees of the Department of Justice . . . engaged in the detection, investigation, or prosecution of crime shall make their best efforts to see that crime victims are notified of, and accorded, the rights described in subsection (a)." 18 U.S.C. § 3771(c)(1).

Additionally, pursuant to the Victims' Rights and Restitution Act of 1990, our Office is obligated to "inform a victim of any restitution or other relief to which the victim may be entitled *under this or any other law* and [the] manner in which such relief may be obtained." 42 U.S.C. § 10607(c)(1)(B). With respect to notification of the other information that we propose to disclose, the statute requires that we provide a victim with the *earliest possible* notice of: the status of the investigation; the filing of charges against a suspected offender; and the acceptance of a plea. 42 U.S.C. § 10607(c)(3). Just as in 18 U.S.C. § 3771, these sections are not limited to proceedings in a federal district court. Our Non-Prosecution Agreement resolves the federal investigation by allowing Mr. Epstein to plead to a state offense. The victims identified through the federal investigation should be appropriately informed, and our Non-Prosecution Agreement does not require the U.S. Attorney's Office to forego its legal obligations.

With respect to your assertion that we are seeking to "federalize" the state plea, our office is simply informing the victims of their rights. It does not command them to appear at the hearing or to file a victim impact statement. In fact, the letter recommends the sending of any statement to the State Attorney's Office so that [REDACTED] can determine which, if any, statements are appropriate to file with the Court.

Next, you assert that our letter mischaracterizes Mr. Epstein's obligation to pay damages to the victims. To avoid that suggestion, I have asked AUSA Villafañia to simply quote the terms of the Agreement directly into the Notification Letter. We also have no objection to referring to Mr. Epstein as a "sexual offender" rather than a "predator."

We have no objection to using the conjunction "and/or" in referring to the particular offense(s) of which the recipient was a victim. We will not include the language that we take no position as to the validity of any claims. While the Office has no intention to take any position in any civil litigation arising between Mr. Epstein and any individual victim, as stated above, the Office believes that it has proof beyond a reasonable doubt that each listed individual was a victim of Mr. Epstein's criminal conduct while the victim was a minor. The law requires us to treat all victims "with fairness and with respect for the victim's dignity and privacy." 18 U.S.C. § 3771(a)(8). We will not include any language that demeans the harm they may have suffered.

The letter's assertions regarding representation by the Podhurst firm and Mr. Josefsberg are accurate. [REDACTED] conferred with Messrs. Podhurst and Josefsberg to insure their willingness to undertake this assignment prior to finalizing his selection.

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DECEMBER 6, 2007
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Lastly, you object to personal communication between the victims and federal attorneys or agents. We have no objection to sending the letters through the mail² but we will not remove the language about contacting [REDACTED] or [REDACTED] with questions or concerns. Again, federal law requires that victims have the "reasonable right to confer with the attorney for the Government in this case." 18 U.S.C. § 3771(a)(5). The three victims who were notified prior to your objection had questions directed to Mr. Epstein's punishment, not the civil litigation. Those questions are appropriately directed to law enforcement. If questions arise related to the civil litigation, [REDACTED] and [REDACTED] will recommend that the victims direct those questions to Mr. Josefsberg.

I have attached a revised letter incorporating the changes on which we can agree. Please provide any further comments by the close of business on Friday. In addition, please provide us with a definitive statement, signed by your client, of his intention to abide by each and every term of the Agreement by close of business on Friday, December 7, 2007. By that time, you must also provide us with the agreement(s) with the State Attorney's Office and a date and time certain for the plea and sentencing, which must occur no later than December 14, 2007. There must be closure in this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

[REDACTED]
First Assistant United States Attorney

Enclosure

cc: R. Alexander Acosta, U.S. Attorney
[REDACTED]

²This is contingent, however, on being able to provide adequate notice of the change of plea and sentencing. The sooner that you schedule that hearing with [REDACTED] the sooner we can dispatch these letters. If you delay further, we will have to rely on telephone or personal notification.



U.S. Department of Justice

United States Attorney
Southern District of Florida



December 6, 2007

DELIVERY BY UNITED STATES MAIL
Miss

Re: Crime Victims' Rights - Notification of Resolution of Epstein Investigation

Dear Miss _____:

Several months ago, I provided you with a letter notifying you of your rights as a victim pursuant to the Justice for All Act of 2004 and other federal legislation, including:

- (1) The right to be reasonably protected from the accused.
- (2) The right to reasonable, accurate, and timely notice of any public court proceeding involving the crime or of any release or escape of the accused.
- (3) The right not to be excluded from any public court proceeding, unless the court determines that your testimony may be materially altered if you are present for other portions of a proceeding.
- (4) The right to be reasonably heard at any public proceeding in the district court involving release, plea, or sentencing.
- (5) The reasonable right to confer with the attorney for the United States in the case.
- (6) The right to full and timely restitution as provided in law.
- (7) The right to proceedings free from unreasonable delay.
- (8) The right to be treated with fairness and with respect for the victim's dignity and privacy.

I am writing to inform you that the federal investigation of Jeffrey Epstein has been completed, and that Mr. Epstein and the U.S. Attorney's Office have reached an agreement containing the following terms.

Miss _____
NOVEMBER 29, 2007
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First, Mr. Epstein agrees that he will plead guilty to two state offenses, including the offense of soliciting minors to engage in prostitution, which will require him to register as a sexual offender for the remainder of his life.

Second, Mr. Epstein has agreed to make a binding recommendation of 18 months' imprisonment to the state court judge who sentences him. Mr. Epstein will serve that sentence of imprisonment at the Palm Beach County Jail.

Third, Mr. Epstein has agreed that he will compensate you for damages you have suffered, under the following circumstances. That portion of the agreement that relates to those claims reads as follows:

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 faith 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

MISS _____
NOVEMBER 29, 2007
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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.

Pursuant to the terms of the agreement and an addendum, to assist you in making such a claim, the U.S. Attorney's Office has asked an independent Special Master to select attorneys to represent you. Those attorneys are Aaron Podhurst and Robert ("Bob") Josefsberg with the law firm of Podhurst Orseck, P.A. They can be reached at [REDACTED]. I anticipate that someone from their law firm will be contacting you shortly. I must also advise you that you are not obligated to use these attorneys. In fact, you have the absolute right to select your own attorney, so you can decide not to speak with Messrs. Podhurst/Josefsberg at all, or you can speak with them and decide at any time to use a different attorney. If you do decide to seek damages from Mr. Epstein and you decide to use Messrs. Podhurst/Josefsberg as your attorneys, Mr. Epstein will be responsible for paying attorney's fees incurred during the time spent trying to negotiate a settlement. If you are unable to reach a settlement with Mr. Epstein, you and Mr. Josefsberg can discuss how best to proceed.

As I mentioned above, as part of the resolution of the federal investigation, Mr. Epstein has agreed to plead guilty to state charges. Mr. Epstein's change of plea and sentencing will occur on December 14, 2007, at _____ a.m., before Judge [REDACTED] in Courtroom 11E at the Palm Beach County Courthouse, [REDACTED]. Pursuant to Florida Statutes Sections 960.001(1)(k) and 921.143(1), you are entitled to be present and to make a statement under oath. If you choose, you can submit a written statement under oath, which may be filed by the State Attorney's Office on your behalf. If you elect to prepare a written statement, it should address the following:

the facts of the case and the extent of any harm, including social, psychological, or physical harm, financial losses, loss of earnings directly or indirectly resulting from the crime for which the defendant is being sentenced,

MISS _____
NOVEMBER 29, 2007
PAGE 4

and any matter relevant to an appropriate disposition and sentence. Fl. Stat. 921.143(2).

You also are entitled to notification when Mr. Epstein is released from imprisonment at the end of his prison term and/or if he is allowed to participate in a work release program. To receive such notification, please provide the State Attorney's Office with the following information:

1. Your name
2. Your address
3. Your home, work, and/or cell phone numbers
4. Your e-mail address
5. A notation of whether you would like to participate in the "VINE system," which provides automated notification calls any time an inmate is moved. (To use this system, your calls must go to you directly, not through a switchboard.)

Thank you for all of your help during the course of the investigation. If you have any questions or concerns, please do not hesitate to contact me or [REDACTED]

Sincerely,

R. Alexander Acosta
United States Attorney

By: [REDACTED]
Assistant United States Attorney

cc: [REDACTED]
[REDACTED] U.S. Attorney's Office

Exhibit 16

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 faith 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 faith 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: 11/29/07


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 
for A. 
ASSISTANT U.S. ATTORNEY

Dated: _____

JEFFREY EPSTEIN

Dated: _____

GERALD LEFCOURT, ESQ.
COUNSEL TO JEFFREY EPSTEIN

Dated: 10-29-07



LILLY ANN SANCHEZ, ESQ.
ATTORNEY FOR JEFFREY EPSTEIN

Exhibit 17



U.S. Department of Justice

United States Attorney
Southern District of Florida

[REDACTED]

October 25, 2007

DELIVERY BY FACSIMILE

[REDACTED]
Akerman Senterfitt
[REDACTED]

Re: Service as a Special Master

Dear [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 faith 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 faith objections to the attorney representative suggested by the independent third-party prior to the final designation of the attorney representative.

[REDACTED]
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

[REDACTED]
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.

[REDACTED]
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 faith 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 [REDACTED] Kirkland & Ellis LLP, [REDACTED]

[REDACTED] Thank you again for your assistance with this matter.

Sincerely,

R. Alexander Acosta
United States Attorney

By: [REDACTED]

First Assistant United States Attorney

cc: [REDACTED]

Exhibit 18

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 08-80736-Civ-Marra/Johnson

IN RE: JANE DOE,

Petitioner.

SUPPLEMENTAL DECLARATION OF [REDACTED]

1. [REDACTED] do hereby declare that I am currently employed as an Assistant United States Attorney ("AUSA") in the Southern District of Florida and was so employed during all of the events described herein, and that I was the AUSA assigned to the investigation of Jeffrey Epstein.

2. This Declaration is meant to supplement the information provided in the Declaration that was filed on July 9, 2008, and to correct some statements in that Declaration based upon events that occurred after the filing of the July 9 Declaration.

3. As explained in the July 9 Declaration and in Court presentations related to this matter, the resolution of the federal investigation of Jeffrey Epstein included a series of documents: (1) a September 2007 Non-Prosecution Agreement ("Part 1"); (2) an October 2007 Addendum ("Part 2"); and (3) a letter dated December 19, 2007, from the U.S. Attorney to Attorney Lilly Ann Sanchez, counsel to Jeffrey Epstein ("Part 3").

4. On July 9, 2008, your Affiant sent a victim notification letter to Jane Doe #1, which contained pertinent language from "Part 3" of the Agreement (Ex. 6 to the July 9 Decl.).

5. Prior to preparing and sending that letter, your Affiant sent a draft of the letter to counsel for Jeffrey Epstein. On July 9, 2008, Mr. Epstein's attorney wrote to your Affiant objecting to parts of the draft, but accepting the part of the draft letter that contained the language from "Part 3" of the Agreement. Based upon that communication, your Affiant sent the victim notification letter to Jane Doe #1 and attached it to your Affiant's July 9, 2008 Declaration.

6. Although copies of all of the victim notification letters, including the one addressed to Jane Doe #1, were provided to Mr. Epstein's attorney, and despite the fact that counsel for Mr. Epstein filed a copy of your Affiant's July 9, 2008 Declaration in some of the civil suits filed against Mr. Epstein, none of Mr. Epstein's attorneys ever informed your Affiant that they considered the language in the letters and the Declaration to be inaccurate.

7. In August 2008, in anticipation that the Court might order the United States to make the Agreement available to the victims, the United States sought to confirm that counsel for Mr. Epstein had filed the complete Agreement under seal with the State Court at the time of the entry of his guilty plea to the State charges, to insure that an exact copy of that Agreement would be provided in this case, should the Court order its production.

8. On August 14, 2008, Mr. Epstein's counsel communicated to your Affiant that Mr. Epstein did not consider the modification contained in "Part 3" to be operative. This was confirmed on August 18, 2008.

9. Following that date, your Affiant prepared a corrected victim notification letter and worked with Mr. Epstein's counsel to resolve certain issues related to the implementation of the Agreement comprised only of "Parts 1 and 2." Those issues were resolved on September 2, 2008, and on September 3, 2008, your Affiant sent the corrected victim notification letter to Jane Doe #1 via her attorney, Brad Edwards, Esq.

10. As explained in the July 9, 2008 Declaration, at the time that the Agreement was negotiated, Jane Doe #2 was represented by an attorney paid for by Mr. Epstein, and, accordingly, all contact with Jane Doe #2 was made through that attorney.

11. At the time that all portions of the Agreement were signed, Jane Doe #2 was openly hostile to the prosecution of Mr. Epstein and had provided a statement denying that she was a victim. Thus, she was not included in the list of victims provided to Mr. Epstein's counsel and did not receive either of the victim notification letters. She is, however, represented by Attorney Edwards who was informed of these developments and who received both the initial and corrected victim notification letters that were sent to Jane Doe #1.

12. In accordance with the Court's instructions at the status conference of August 14, 2008 and the terms of the Protective Order entered by the Court on August 21, 2008,

beginning on September 2, 2008, I sent corrected Victim Notifications to all victims whom I knew to be represented by counsel. In those letters, I advised counsel of the Court's Protective Order and the procedure for obtaining a copy of the Non-Prosecution Agreement. Since that time, I have provided the Non-Prosecution Agreement to several attorneys, who represent twelve identified victims, and have received Protective Orders counter-signed by those attorneys and their clients. Two attorneys for other victims have not requested the opportunity to review the Non-Prosecution Agreement. Victims whom I believe are unrepresented have also received corrected Victim Notification letters that advise them of the existence of the Protective Order. No one has expressed to me any concerns regarding their access to the Non-Prosecution Agreement.

13. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 22nd day of December, 2008.

A large black rectangular redaction box covers the signature area. A horizontal line extends from the right side of the box.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 08-80736-Civ-Marra/Johnson

IN RE: JANE DOE,

Petitioner.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 22, 2008, I electronically filed the foregoing Supplemental Declaration of [REDACTED] with the Clerk of the Court using CM/ECF. According to the Court's website, counsel for all parties are able to receive notice via the CM/ECF system.

[REDACTED]
Assistant United States Attorney

SERVICE LIST

Jane Does 1 and 2 v. United States
Case No. 08-80736-CIV-MARRA/JOHNSON
United States District Court, Southern District of Florida

[REDACTED]
Assistant U.S. Attorney
[REDACTED]
U.S. Attorney's Office
[REDACTED]
Attorney for United States
[Service via CM/ECF]

Brad Edwards, Esq.
[REDACTED]
The Law Offices of Brad Edwards &
Associates, LLC
[REDACTED]
Attorney for Plaintiffs
[Service via CM/ECF]

Jay C. Howell
Jay Howell & Associates PA
[REDACTED]
PRO HAC VICE
[Service via CM/ECF]

Paul G. Cassell
[REDACTED]
[Service via CM/ECF]

Exhibit 19

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

www.kirkland.com

September 8, 2008

VIA FACSIMILE

Robert C. Josefsberg, Esq.
Podhurst Orseck, P.A.

Dear Mr. Josefsberg,

I write to inform you that Jeffrey Epstein has accepted the obligation of the NPA, including paragraph 7A of the Addendum, to pay the attorney representative for fees and expenses associated with consideration of and subsequent settlement of potential Section 2255 claims. Please forward any current and future bills to me that relate to such work and I will arrange for payment. We reserve the right, in the future, to submit the bills to a neutral third party for review, but at present there is no need for such a procedure.

Very truly yours,

Jay P. Lefkowitz

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089318

Exhibit 20



BURMAN, CRITTON, LUTTIER
& COLEMAN LLP

A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, P.A.¹
GREGORY W. COLEMAN, P.A.
ROBERT D. CRITTON, JR., P.A.¹
BERNARD LEBEDEKER
MARK T. LUTTIER, P.A.
JEFFREY C. PEPIN
MICHAEL J. PIKE
HEATHER McNAMARA RUDA

¹ FLORIDA BOARD CERTIFIED
CIVIL TRIAL LAWYER

ADELQUI J. BENAVENTE
PARALEGAL / INVESTIGATOR

BARBARA M. MCKENNA
ASHLEIGH STOKEN-BARING
BETTY STOKES
PARALEGALS

RITA H. BUDNYK
OF COUNSEL

June 15, 2009

Sent by E-mail and U.S. Mail

Robert Josefsberg, Esq.
Podhurst Orseck, P.A.

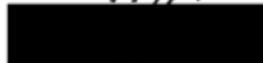


Re: Epstein Matter

Dear Bob:

On June 8, 2009, Kathy Ezell wrote a letter to me regarding outstanding fee payment issues. At page 3, she stated that she was not adverse to an earlier proposal that had been discussed amongst the parties to rely on a Special Master to resolve outstanding fee-related issues. We agree with Kathy's "proposal" that we rely on a Special Master to resolve all outstanding fee issues. Let's work during our Wednesday meeting to select an appropriate Special Master and let's agree to see whether, in the interim, we can resolve these issues even before they are submitted to the S.M.

Cordially yours,



Robert D. Critton, Jr.

RDC/dz

cc: Jack Goldberger, Esq.

L · A · W · Y · E · R · S



EFTA01089320

Exhibit 21

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

December 21, 2007

VIA FACSIMILE

Honorable R. Alexander Acosta
United States Attorney
United States Attorney's Office

Re: Jeffrey Epstein

Dear Alex:

We again extend our appreciation for meeting with us on December 14 and for carefully considering the issues we have raised both at that meeting and in our submissions to your Office. Having received your letter of December 19, we can see that you have made a significant effort to address our concerns regarding the § 2255 portion of the non-prosecution agreement (the "Agreement"), and we recognize that you have proposed some substantial and important modifications. Respectfully, however, I would suggest that your proposal raises several troubling questions that require careful consideration. We are authoring this letter to respond to your request that we set forth our position regarding §§ 2255 and 3771 as quickly as possible.

As we have all discovered, the problem of integrating in an unprecedented manner what is at its core a \$150,000 minimum lump sum damage federal civil statute (§ 2255 in its current form) into a federal deferred/non-prosecution agreement that requires pleas of guilty to state criminal offenses that are correlated to state criminal restitution statutes but not to a disparate federal civil non-restitution statute has proved very challenging. The concomitant problem of how fairly to implement the § 2255 portions of the Agreement so that real victims, if any, who in fact suffered "personal injury as a result of [the] violation" —if any—of specified federal criminal statutes such as 18 U.S.C. § 2422(b) are placed in the same position as if there had been a trial and conviction also requires serious and careful consideration. In this letter, I want to highlight some specific concerns. *See also* Whitley Opinion.

First, your proposal regarding the § 2255 remedy provisions continues to ask us to *assume* that each and every woman not only was a victim under § 2255, but that the facts alleged could have been proven to satisfy each element of either § 2422(b) (the Internet luring statute) or § 2423 (the sex-tourism statute), within § 2255 of Title 18. Although we have been denied the

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089322

KIRKLAND & ELLIS LLP

R. Alexander Acosta

December 21, 2007

Page 2

list of alleged "victims" (and lack definitive information as to which federal statutes would serve as a predicate for each particular alleged victim), or even a firm number as to how many you suggest there are, we strongly believe that the *provable* conduct of Mr. Epstein with respect to these individuals fails to satisfy the requisite elements of either 18 USC § 2422(b) (which we understand from prior discussions to be the principal predicate offense upon which the § 2255 provisions rely) or 18 USC § 2423(b) (another predicate of § 2255 that has been the subject of discussions between the parties). *See* Stern Opinion. We believe that the problem arises from the incongruity that exists when attempting to fit a federal civil remedies statute into a criminal plea agreement. Again, I note that this problem could have been avoided had the government opted instead for a restitution fund as we suggested.

Our knowledge of the "list" of alleged victims is limited. However a prototypical example of a witness whom the government has requested we compensate and we believe is inaccurately labeled as a "victim" of a federal crime is [REDACTED] (whom we have been told remains on the government's "list"). The transcript of her interview with the Palm Beach Police over a year before the FBI became involved in any investigation shows that [REDACTED] admitted to lying about her age, that she did not engage in sexual intercourse with Mr. Epstein, and that she was never induced over the telephone, computer or any other means of communication required by § 2422(b). In fact, [REDACTED] came to Mr. Epstein's home on only one occasion. She testified that she was informed about the opportunity to give a massage to Mr. Epstein not on a telephone, computer or any other facility of interstate commerce, but rather in a face-to-face discussion with a third party who was her friend ([REDACTED]) and who told her to lie to Mr. Epstein about her age. As such, it is simply impossible to shoehorn this conduct into any of the above-discussed federal statutes.

In addition, Mr. Epstein did not know of [REDACTED] before she actually came to his home, did not induce or persuade her to come by phone, did not speak to her at all by phone prior to her visit, did not induce or persuade [REDACTED] to bring an underage girl to his residence, and did not otherwise violate either the federal statute § 2422(b) nor the travel for the purpose statute § 2423(b). Indeed, in her statement, [REDACTED] testified: "[REDACTED] told me to say I was 18 because [REDACTED] said . . . if you're not then he [Epstein] won't really let you in his house. So I said I was 18." ([REDACTED] Sworn Statement at 38-39). In fact, there is no evidence that Mr. Epstein expected an underage girl to visit him prior to his regular travel to Florida, his home of fifteen years. Thus the travel could not have been for the purpose of having illegal sexual contact and § 2423(b) is no more available as a predicate for § 2255 recovery than is § 2422(b). Never having reached the threshold violations enumerated under of § 2255, [REDACTED] would still have to prove that she suffered a personal injury. Further, unknown to Mr. Epstein at the time, [REDACTED] represented herself to be 18 not only to him but also to the public on her web page where she posted a nude photo clearly looking at least 18 years old.

At the December 14 meeting, we also discussed [REDACTED] as emblematic of our concerns surrounding the government's selection of "victims." As you are aware, [REDACTED]

KIRKLAND & ELLIS LLP

R. Alexander Acosta

December 21, 2007

Page 3

was identified in previous correspondence as a person who remained on the Government's list of "victims" even after (at least according to [REDACTED] letter) the list was subjected to careful multi-party review. [REDACTED] sworn statement clearly reflects the fact that she is not a "victim" under § 2422(b). She plainly admits that she suffered no injury; the conduct was consensual; she lied to Mr. Epstein about her age; she instructed others to lie about their ages; there was no sexual contact between herself and Mr. Epstein at any time; and there was never any inducement over the telephone, computer or through any other means of interstate commerce. We ask that you consider the most relevant highlights from her testimony offered below:

▪ **Consent**

A: I said, I told Jeffrey, I heard you like massages topless. And he's like, yeah, he said, but you don't have to do anything that you don't feel comfortable with. And I said okay, but I willingly took it off. ([REDACTED] Sworn Statement at 10)

▪ **Lied About Her Age**

A: . . . I had a fake ID anyways, saying that I was 18. And she just said make sure you're 18 because Jeffrey doesn't want any underage girls. ([REDACTED] Sworn Statement at 8)

* * * * *

A: . . . of course, he thought I was 18. . . ([REDACTED] Sworn Statement at 13)

▪ **Instructed Others to Lie About Their Ages**

A: . . . I would tell my girlfriends just like [REDACTED] approached me. Make sure you tell him you're 18. Well, these girls that I brought, I know that they were 18 or 19 or 20. And the girls that I didn't know and I don't know if they were lying or not, I would say make sure that you tell him you're 18. ([REDACTED] Sworn Statement at 22)

▪ **No Sexual Contact**

Q: He never pulled you closer to him in a sexual way?

A: I wish. No, no, never, ever, ever, no, never. Jeffrey is an awesome man, no. ([REDACTED] Sworn Statement at 21)

▪ **No Inducement**

A: No, I gave Jeffrey my number. And I said, you know, any time you want me to give you a massage again, I'll more than welcome to. ([REDACTED] Sworn Statement at 8)

KIRKLAND & ELLIS LLP

R. Alexander Acosta
December 21, 2007
Page 4

A: Every girl that I brought to Jeffrey, they said they were fine with it. And like, for instance, [REDACTED], a lot of girls begged me to bring them back. They wanted to come back for the money. And as far as I know, we all had fun there. ([REDACTED] Sworn Statement at 45)

The sworn testimony of [REDACTED] contains explicit denials from the alleged "victim" herself that she suffered any physical, emotional, or personal injury as required by the express language of § 2255. Further, the sworn testimony of [REDACTED] contains a complete disavowal that Mr. Epstein or anyone on his behalf used a facility of interstate commerce to knowingly persuade, coerce, entice, or induce her to engage in sexual offenses as required by § 2422(b). Likewise, the transcript provides no basis for a § 2423(b) violation in that Mr. Epstein had a residence in Palm Beach for over 10 years at the time of these events, traveled to Palm Beach for a myriad of legitimate reasons ranging from medical appointments to business appointments having nothing to do with a sexual objective, and could not be legally charged with traveling to his own home particularly in the absence of any provable nexus between the travel and a dominant purpose to engage in illicit sexual conduct. Although [REDACTED] informed us during the December 14 meeting that she had a telephone toll record showing an out-of-state call to or from [REDACTED] phone to a phone number associated with Mr. Epstein, such a record fails to prove the content of the call, the identity of the communicators, whether the call discussed or resulted in a plan for [REDACTED] to visit Mr. Epstein's residence, whether any inducement occurred on the out of state call or, more importantly for purposes of the sex tourism statute, whether any travel was planned to Florida or resulted from the phone call. [REDACTED] testimony is that she believed that at any time she was called by Mr. Epstein or anyone on his behalf, Mr. Epstein was already in Florida. She also testified to the absence of any sexual contact other than topless massages (topless massages are lawful in Florida at age 16, unless the definition of prostitution is unnaturally expanded). A complete transcript of the federal interview of [REDACTED] has previously been provided to you.

Your wish to put these women in the same position as they would have been had there been a federal conviction assumes they are each legitimate victims of at least one of the two specific federal crimes enumerated under § 2255. We respectfully have to disagree with that assumption, and even your current formulation of § 2255 would prejudice Mr. Epstein in this regard.

Second, your proposal also effectively deprives Mr. Epstein of his opportunity to test the validity of these womens' claims—claims that would have been extensively tested at trial. In light of what we have already learned about [REDACTED] and [REDACTED], it is inappropriate to deny Mr. Epstein and his counsel the right to test the merits of each of these womens' cases, in order to verify that they in fact suffered "personal injury" as required by § 2255 and to assess whether they are in fact victims of any violations of § 2422(b) or § 2423(b) as also required by

KIRKLAND & ELLIS LLP

R. Alexander Acosta
December 21, 2007
Page 5

§ 2255. Given your Office's informing us that [REDACTED] remained on a reduced list of federal "victims" and given our understanding that [REDACTED] as well was one of those who is also on the list of persons the Government contends were victims of Mr. Epstein's alleged violation of federal law, we have a principled concern about adopting your recommended language which would leave Mr. Epstein without a basis to challenge the good faith premise of an application to recover \$150,000.

Third, the Agreement, even if modified in accord with your December 19 letter, would put the witnesses in a better position than if Mr. Epstein had been federally prosecuted rather than in an equal position and, in fact, encourages the witnesses to make unfounded claims with impunity. Had there been a conviction, these women would have been thoroughly cross-examined, for the veracity of their statements, their credibility and the foundations, if any, for claiming personal injury. Also, Mr. Epstein would have received, pursuant to either Brady or Jencks, material in the form of prior inconsistent statements made by these women before they learned of any financial benefit that may be available to them—evidence that should be considered in determining the credibility of their application for a substantial civil recovery. Furthermore, Mr. Epstein would be without the means to challenge whether the claimant could make out a prima facie case that she was a victim of a violation by Mr. Epstein of § 2422(b) or any other federal statute—a denial of his rights that would insulate potential claimants such as [REDACTED] and [REDACTED] from any challenge on this element even if under other circumstances a challenge would result in a summary judgment in Mr. Epstein's favor under Fed. R. Civ. P. 56. Lastly, the modified language recommended by you presupposes that Mr. Epstein would have been charged and convicted of substantive violations rather than charged and convicted of a conspiracy allegation. Conspiracy convictions are not amongst the predicates enumerated by § 2255 and do not, without more, result in the basis for a determination of "personal injury". Since our request to view the draft indictment was rejected on December 14, we have no means to know what it contained by way of allegations.

Fourth, I want to respond to several statements in your letter that we believe require immediate correction. With regard to your first footnote, I want to be absolutely clear. We do not believe for one moment that you had prior knowledge of the AUSA's attempt to require us to hire the friend of her live-in boyfriend, and pay his fees on a contingency basis to sue Mr. Epstein. We realize you corrected that irregular situation as soon as you discovered it. We thought this was precipitated by our complaint, but have no real knowledge as to the timing of events. Furthermore, your letter also suggests that our objection to your Office's proposed victims notification letter was that the women identified as victims of federal crimes should not be notified of the state proceedings. That is not true, as our previous letter clearly states. Putting aside our threshold contention that many of those to whom 3771 notification letters are intended are in fact not victims as defined in the Attorney General's 2000 Victim Witness Guidelines—a status requiring physical, emotional or pecuniary injury of the defendant—it was and remains our position that these women may be notified of such proceedings but since they are neither witnesses nor victims to the state prosecution of this matter, they should not be informed of

KIRKLAND & ELLIS LLP

R. Alexander Acosta

December 21, 2007

Page 6

fictional "rights" or invited to make sworn written or in-court testimonial statements against Mr. Epstein at such proceedings, as [REDACTED] repeatedly maintained they had the right to do. Additionally, it was and remains our position that any notification should be by mail and that all proactive efforts by the FBI to have communications with the witnesses after the execution of the Agreement should finally come to an end. We agree, however, with your December 19 modification of the previously drafted federal notification letter and agree that the decision as to who can be heard at a state sentencing is, amongst many other issues, properly within the aegis of state decision making.

Your December 19 letter references Professor Dershowitz's position on the inapplicability of Florida Statute § 796.03. Professor Dershowitz made such arguments in the context of saying that he had been unable to discern, after great effort, and supported by years of experience, any basis for the application of § 2422(b) or other federal sex statutes to Mr. Epstein's conduct and that the federal statutes required more of a stretch to fit the facts than the proposed state statute to which [REDACTED] wanted Mr. Epstein to plead. Professor Dershowitz also stated that [REDACTED] had represented that it was she who had the facts to support, both the threatened federal charges of § 2422 and/or § 2423 and the proposed state charge of § 796.03 (which the parties understood to be the state charge of soliciting a minor, as [REDACTED] last letter clearly states). Only last week we learned for the first time that Ms. [REDACTED] did not realize that the charge was actually for "procuring" not "soliciting". The charge (a pimp statute) of procuring a prostitute for a third party for financial gain is one for which [REDACTED] now states she does not have the facts to support.

Furthermore, you suggest that we have purposefully delayed the date of Mr. Epstein's plea and sentencing in breach of the Agreement and now seek an "11th hour appeal" in Washington. I believe we have already responded to this objection satisfactorily, both in our discussion earlier this week and in the email I sent to you two days ago in which I specifically addressed this issue. Indeed, any impediment to the resolution at issue is a direct cause of the disagreements between the parties as to a common interpretation of the Agreement, and we have at all times made and will continue to make sincere efforts to resolve and finalize issues as expeditiously as possible. In fact, since the initiation of negotiations between Mr. Epstein's counsel and your Office, we have always proceeded in a timely manner and made several efforts to meet with the attorneys in your Office in person when we believed that a face-to-face meeting would facilitate a resolution.

Finally, the suggestion by your staff that you hold Mr. Epstein in breach of the Agreement by his failure to plea and be sentenced on October 26, 2007 is directly contradicted by [REDACTED] e-mail to me dated October 31 in which he states, "Your understanding from Jack Goldberger conforms to my understanding that Mr. Epstein's plea and sentence will take place on the same day. I understand that the plea and sentence will occur on or before the January 4th date." This has been our common understanding for some time, which we have now

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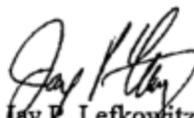
R. Alexander Acosta
December 21, 2007
Page 7

reiterated several times. With that said, please be advised that we are working for a quick resolution and do not seek to delay the proceedings.

Thank you again for your time and consideration. We look forward to your response to the concerns we have raised that have not yet been addressed.

I wish you a very happy and a healthy new year.

Sincerely,



Jay P. Lefkowitz

cc : [REDACTED], Assistant Attorney General
[REDACTED], First Assistant U.S. Attorney

Exhibit 22



U.S. Department of Justice

United States Attorney
Southern District of Florida

August 13, 2008

DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

Re: Jeffrey Epstein

Dear Jay:

As per your request, I am attaching several documents related to Mr. Epstein's performance of the Non-Prosecution Agreement.

The first document attached hereto is the June 30, 2008 proposed Notification, which was hand-delivered to Jack Goldberger and Michael Tein shortly after Mr. Epstein entered his guilty plea.

Following that, I have attached the July 9, 2008 response from Mr. Goldberger. I have highlighted two portions. The first is where Mr. Goldberger (presumably with the approval of Mr. Tein) approves of the portion of my proposed Notification that quotes directly from the U.S. Attorney's December letter to Lilly Ann Sanchez. The second portion is where Mr. Goldberger provides his interpretation of the Agreement, and nowhere mentions that he does not believe that the December letter is operative. I note that Mr. Goldberger's letter contains a notation showing that Mr. Epstein was provided with a copy.

The third document I have attached is a copy of one of the notifications that was provided directly to a victim. Copies of all of the notifications have been provided to Mr. Goldberger, and neither he nor any other attorney for Mr. Epstein has ever stated that the letter misrepresents the Agreement between the parties or the benefit that the Agreement bestows upon the victims.

The fourth document I have attached is a copy of a Declaration that I have filed in connection with the victims' lawsuit filed against the United States. This Declaration sets forth our understanding of the Agreement and again quotes from the U.S. Attorney's December letter. Messrs. Goldberger and Tein are aware of this Declaration and have filed copies of it in connection with their

JAY P. LEFKOWITZ, ESQ.
AUGUST 13, 2008
PAGE 2 OF 2

efforts to stay all of the civil litigation. Again, neither of them ever expressed to me – or to the Court – that it inaccurately describes the Agreement between the United States and Mr. Epstein.

Please contact me tomorrow morning so that we can resolve this issue.

Sincerely,

R. Alexander Acosta
United States Attorney

By:

[REDACTED]
Assistant United States Attorney

cc: [REDACTED], Northern Division

Exhibit 23



U.S. Department of Justice

*United States Attorney
Southern District of Florida*

August 15, 2008

DELIVERY BY ELECTRONIC MAIL

Jay P. Lefkowitz, Esq.
Kirkland & Ellis LLP

Roy Black, Esq.
Black Srebnick Kornspan & Stumpf P.A.

Re: Jeffrey Epstein

Dear Jay and Roy:

Thank you for your response to my earlier e-mail. Our communications with Mr. Black and later with Mr. Lefkowitz were solely to determine what Mr. Epstein considered to be the terms of the Non-Prosecution Agreement. We appreciate your answering our question with finality. You have now made clear that Mr. Epstein did not accept the December modification, and accordingly, the offer to make that modification is a nullity.

Pursuant to our Agreement, I will prepare an Amended Notification that contains the names of additional identified victims. As you know, [REDACTED] had selected the Podhurst firm to serve as the attorney representative for the victims. Assuming that Mr. Josefsberg is still amenable to the appointment, we will provide him with the victim list so that he may begin his service.

Finally, as you are aware, the United States has been ordered to produce the Non-Prosecution Agreement. In accordance with that Order, we will produce the September Agreement with the October Addendum signed by your client. We understand that Mr.

EFTA01089333

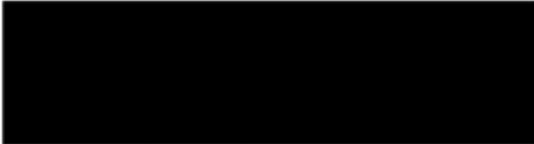
JAY P. LEFKOWITZ, ESQ.
ROY BLACK, ESQ.
AUGUST 15, 2008
PAGE 2 OF 2

Goldberger did not provide the state court with a true copy of the complete Agreement, and he should take steps to correct that error.

Sincerely,

R. Alexander Acosta
United States Attorney

By:


Assistant United States Attorney

cc:  Northern Division

Exhibit 24

McWilliams, Shannon R.

From: [REDACTED]
Sent: THURSDAY, JULY 03, 2008 11:58 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Epstein Agreement
Attachments: Epstein Agrmt Portion.pdf

Dear [REDACTED]

Thank you for taking the time to meet with us on Tuesday. As we discussed, I have attached the pertinent portion of Mr. Epstein's agreement with the U.S. Attorney's Office.

<<Epstein Agrmt Portion.pdf>>

I also wanted to call to your attention a couple of items regarding the issue of Work Release. During the change of plea, Mr. Epstein stated that he would be working at the Florida Science Foundation, located at [REDACTED], that the Foundation had been in existence for a "couple of years," and that he had been working there "every day" prior to the plea. The Division of Corporations' documents show that the Florida Science Foundation was incorporated in November 2007, not a "couple of years ago." The address provided for the "office" of the Florida Science Foundation is Jack Goldberger's office suite, and neither the office building directory nor the office suite door reflects that such a business is located there, and neither the security guard nor any building tenant that FBI questioned knows of the existence of such a business. Mr. Epstein also could not have been working there "every day" when he hadn't been in Palm Beach County in the past six months.

I would appreciate the opportunity to review the work release regulations. If Mr. Epstein truly is eligible for the program, we have no objection to him being treated like any other similarly situated prisoner, but sitting in his attorney's office suite making telephone calls, web-surfing, and having food delivered to him is probably not in accordance with the objectives of imprisonment. Obviously, the decision is left entirely within your discretion, but I wanted to make sure that you had a complete picture before you made that decision.

Thank you again, and have a wonderful 4th of July.

[REDACTED]
[REDACTED]
Assistant U.S. Attorney

[REDACTED]

Exhibit 25

Case No. 2008CF009361AXX W ST of FL vs JEFFREY EPSTEIN
Charges: PROCURE PERSON UNDER AGE OF 18 FOR PROSTITUTION

(ARTSES FROM 2006CF009454AXX)

Arrest# _____ Bond# _____ JUDGE _____ A/C _____
Date 6/30/08 Judge _____ Cr. Rep. P. Dimes
ASA F. Baldhauer DC _____ Int _____
Def. Pres/Not Pres. W./W/O Def. Co. J. J. Berger Esq. RD. Pres/Not Pres.
Before the Court for: STATUS CHECK
 Granted Denied With/Without Prejudice Withdrawn Court Reserves Ruling Written Order to Follow
 Warrant Ordered Recalled Bond Set at \$ _____ See Below Also Covers Sp Cond
 Bond Forf. OR: Disch/Revoked/Reinstated Bond: Disch/Revoked SOR: Disch/Revoked/Reinstated
 Bond Forf/Vacated Previous Bond Reinstated, if Bondsman agrees State failed to file charges Released O.R./S.O.R.
 Deft Indigent PD Appt Hrg only PD Pres Court Appts
Evaluation for: Drug Panel DCC Non-Secure Bed by _____
 Pre-Plea PSI ordered by within _____ days w/input from DJJ/Staffing
 Referred to: PTI / SAAP / PADD Case placed on the absentee docket
DEFT ENTERED A PLEA OF: NOT GUILTY GUILTY NO CONTEST BEST INTEREST TO THE COURT
As Charged Cts. 0.024 Lesser Cts. _____ Lesser Charge _____
 Sw & Test Adv of Rts Waived PSI Lesser Cts. _____ Lesser Charge _____
 ADJ GUILTY as Charged as to Cts. 0.024 Lesser Cts. _____
 FOUND GUILTY as Charged as to Cts. _____ Lesser Cts. _____
 ADJ WHELD as to Cts. _____ SENT WHELD as to Cts. _____
 FOUND AND ADJUDICATED DELINQUENT as to Cts. _____ Dispo Order to follow/Filed
 FOUND & ADJ NOT GUILTY as to Cts. _____ Dismiss Nolle Prose Cts. _____
Prob/Comm Control: Revoked Reinstated Modified Term Successfully Unsuccessfully
 Deft. to pay fine or complete _____ hrs. Community Service or Serve _____ days PBCJ.
 Stip/Found Violent/Habitual Off. 775.084 Stip/Found Sexual Offender/Sexual Predator Stip/Found PRR
SENTENCE: PBCJ 6Mths Cts: 1 / DOC: _____ Cts: _____
PBCJ Cts: 1 / DOC: _____ Cts: _____
 W/Credit for _____ Days / Mos. / Yes PSI Reinstated Deft to remain on same rel status pending sent.
Conc. / Consec. / Co Term w/cases / ets. 2006CF009361AXX
 Execution of Sentence Stayed Sentence Suspended Time served as to Cts. _____
 Youthful Off. Habitual Off. Min/Mand: _____ as to Cts. _____
ABOVE SENTENCE TO BE FOLLOWED BY: Probation Drug Off Prob Comm. Control I-1 II-1 (See Page 2)

DNA SWAB

Set/Remains Set/Reset _____ Div _____ Rm _____ at _____ AM/PM
Set/Remains Set/Reset _____ Div _____ Rm _____ at _____ AM/PM
 Deft sign _____
 Def Co _____ ASA _____ Bondsman _____
 Prob Jail DJJ GAL Notified by mail by _____ on _____ / _____ / _____
 County Courthouse Courtroom, Criminal Justice Bldg. Courtroom, Criminal Justice Complex
205 N. Dixie, West Palm Beach 38844 State Road 80, Belle Glade 3228 Gun Club Rd, West Palm Beach

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT ROBIN SHEPHERD, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT, PALM BEACH COUNTY COURTHOUSE, 205 N. DIXIE HWY, RM 62500, WEST PALM BEACH, FL 33401, TELEPHONE (561) 355-4180, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE. IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.

DATE: 6/30/08

CASE NO. 2008CF9831AFY

NAME: J. ABBEY D. STAIN

TERM OF Prob / Sex Off / Drug Off Prob / C.C. I / C.C. II: 12 mos / yrs as to Cts.

conc w/ consec. w/

Probation transferred to:

SPECIAL CONDITIONS:

- Complete Originally Ordered Conditions
- Curfew: _____ p.m., with the following exception: _____
- Deft. to report to Prob. Dept. immediately upon release
- Deft. not to have in care, custody, or control any unlawful or illegal material, subst., device, or object.
- Deft. to immediately notify Prob. Officer if place of residence or job changes.
- Restitution CRO filed
- Subject to all ordinary and special conditions of Probation
- Substance Abuse Eval. / Psychological Eval. / Psychosexual Eval. within / by: _____ and deft. to successfully complete recommended treatment
- Random Drug/Alcohol Testing At Deft's Expense Costs Waived
- No Consumption/Possession of Alcohol or Drugs or Intoxicants without a Prescription.
- Attend _____ AA and/or NA Meetings per Week.
- Deft. not to frequent any place of business whose primary purpose is the sale of alcohol.
- Complete _____ Hrs. of Community Service to be done at the rate of _____ Hrs. per WK / Mo. (Min.)
- License Revoked / Suspended for _____ mos / yrs
- Attend and successfully complete DUI school and 1 session of Victim Impact Panel
- No Contact / No Violent Contact / No Direct or Indirect contact w/Victim(s) or others listed:

- No Contact w/Minor Children w/o Adult Supervision aware of this case and the disposition.
- Cost of Supervision: \$ _____ per month Waived by Court.
- Enter and Successfully Complete DOC Non-Secure Bed Program and Any Recommended Aftercare.
- Hold in Custody, release only to DOC Non-Secure Bed Program Officer.
- Enter and Successfully Complete PBSO Long / Short Track Drug Farm and Any Rec. Aftercare.
- Forfeit Weapon / Money seized at the time of arrest to:
- Enter and Complete: Anger Management Program Batterers Intervention Program
- Theft Abatement Program: _____ Other: _____
- Defendant may apply for Early Termination after _____, provided all conds. are satisfied.
- Serve _____ days / months in PBCJ, with credit for _____ days / months.

See All Attached Documents

Deft must register as a Sexual Offender

w/in 48 hours of Release.

-
-
-
-
-

NO

502005CF009454AXXX

ST OF FL VS.

JEFFREY E. EPSTEIN

241

FELONY OFFER TO COMMIT PROSTITUTION

ARREST # 2006034744 BOND# 00073142 TYPE CR 3,000.00

Date: 3/10/06 6/2006 Judge [redacted] Cr. Rep. [redacted]
Def: Pres / Not Pres. W / W/O Def. Co. [redacted] Int: [redacted]
Def: [redacted] Before the Court for: [redacted]
Hq: [redacted] Esq / PD / Pres / Not Pres.

Before the Court for: [redacted]
[] Granted [] Denied [] With / Without Prejudice [] Withdrawn [] Court Reserves Ruling [] Written Order to Follow

[] Warrant [] Ordered [] Recalled [] Bond Set at [] See Below [] Also Covers [] Sp Gond
[] Bond Forf [] QR: Disch / Revoked / Reinstated [] Bond: Disch / Revoked [] SOR: Disch / Revoked / Reinstated
[] Bond Forf Vacated [] Previous Bond Reinstated, if Bondsman agrees [] State failed to file charges [] Released O.R. / S.O.R.

[] Deft Indigent [] PD Appt [] Hrg only [] PD Pres [] Court Appts
Evaluation for: [] Drug Farm [] DOC Non-Secure Bed by [] Pre-Plea [] PSI ordered by/within [] days [] w/input from DJJ / Staffing

[] Referred to: PTI / SAAP / PAID [] Case placed on the absentee docket
DEFT ENTERED A PLEA OF: [] NOT GUILTY [] GUILTY [] NO CONTEST [] BEST INTEREST [] TO THE COURT

As Charged-Cts [] Lesser Cts [] Lesser Charge [] Lesser Charge
Sw & Test [] Adv of Rts [] Waived PSI [] Lesser Cts [] Lesser Charge

[] ADJ-GUILTY as Charged as to Cts [] Lesser Cts
[] FOUND GUILTY as Charged as to Cts [] Lesser Cts
[] ADJ W/HELD as to Cts [] SENT W/HELD as to Cts
[] FOUND AND ADJUDICATED DELINQUENT as to Cts [] Dismiss [] Nolle Prose Cts

Prob / Comm Control: [] Revoked [] Reinstated [] Modified [] Term Successfully / Unsuccessfully

[] Stip/Found: (violent) Habitual Off. 775.084 [] Stip/Found: Sexual Offender / Sexual Predator [] Stip/Found: P.R. R.
SENTENCE: PBCJ: [redacted] Cts: [redacted] / DOC Cts: [redacted]
PBCJ: [redacted] Cts: [redacted] / DOC Cts: [redacted]

[] W/Credit for [] Days / Mes. / Yrs. [] Deft Remanded [] Deft to remain on same rel status pending sent

Conc / Consec / Co-Term w/cases / Cts:
[] Execution of Sentence Stayed [] Sentence Suspended [] Time served as to Cts
[] Youthful Off [] Habitual Off. [] Min / Mand: [] as to Cts
[] ABOVE SENTENCE TO BE FOLLOWED BY: [] Probation [] Drug / Sex Off Prob [] Comm. Control [] I [] II - See Pg. 2
[] DRIVERS LICENSE TO BE SUSPENDED / REVOKED FOR [] YEARS AS A RESULT OF THIS PLEA

DPA SWAB

Set / Remains Set / Reset Div Rm at AM/PM
Set / Remains Set / Reset Div Rm at AM/PM

[] Deft sign [] Def Co [] ASA [] Bondsman
[] Prob [] Jail [] DJJ [] GAL Notified by mail by: [] on [] / []
[] County Courthouse [] Courtroom, Criminal Justice Bldg. [] Courtroom, Criminal Justice Complex
205 N. Dixie, West Palm Beach 38844 State Road 80, Belle Glade 3228 Gun Club Rd, West Palm Beach

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARY JAFFE, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT, PALM BEACH COUNTY COURTHOUSE, 205 N. DIXIE HWY, RM 52300, WEST PALM BEACH, FL 33401; TELEPHONE (561) 355-4380, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE. IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.

Exhibit 26

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center

Jay P. Lefkowitz, P.C.
To Call Writer Directly:

Facsimile:

June 15, 2009

VIA FACSIMILE

United States Attorney's Office
Southern District of Florida

Re: Jeffrey Epstein

Dear [REDACTED]

I am attaching a letter authored by my co-counsel, Robert Critton, on today's date. It represents our agreement with a proposal that Kathy Ezell indicated in a letter dated June 8, 2009 would be fully acceptable to her and Bob Josefsberg as a means to resolve expeditiously all outstanding fee issues regarding the attorney representative. Mr. Epstein has directed his counsel to take immediate steps to address and resolve the attorney representative's outstanding fee-related issues and we are doing so without delay. The suggestion of a Special Master, agreed to by both parties, to resolve the issues in the immediate future, will assure all parties that there will be no delay and no need for adversarial litigation regarding fees.

More generally, I want to assure you that Mr. Epstein has directed all counsel to make sure that there is no filing that could constitute a breach of the NPA. Accordingly, a new internal screening process has been established to provide focused decision-making on each filing. To the extent we believe any filing may be perceived as implicating any of the issues generically addressed in the NPA (a document including sentences within paragraph 8 that even Mr. Acosta agreed were "far from simple"), we intend to address such issues with you prior to any filing and hope that you will agree to review the draft filing and inform us whether or not from your perspective it would, if filed, constitute a "breach". This will be especially important regarding issues that we believe fall at the intersection of Section 2255 and the civil litigation. We reserve our right, if you believe a proposed filing to conflict with the NPA or if you wish not to address these issues with us, thereafter to address such substantive issues with the Court.

Chicago

Hong Kong

London

Los Angeles

Munich

San Francisco

Washington, D.C.

EFTA01089342

KIRKLAND & ELLIS LLP

[REDACTED]
June 15, 2009
Page 2

We hope that these proposals—in combination with our immediate withdrawal of the previously filed Motion to Dismiss—resolve all outstanding issues at the intersection of the NPA and 2255. Please advise if any remain.

Sincerely,

[REDACTED]

Jay P. Lefkowitz

Enclosure

cc: [REDACTED]

EFTA01089343

Exhibit 27

RDC

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

JANE DOE No. 101,

Civil Action No. 9:09-cv-80591-KAM

Plaintiff,

vs.

JEFFREY EPSTEIN,

FIRST AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL

Defendant.

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Jane Doe No. 101, brings this Complaint against Defendant, Jeffrey Epstein, and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. At all times material to this cause of action, Plaintiff, Jane Doe No. 101, was a resident of Palm Beach County, Florida.
2. This Complaint is brought under a fictitious name to protect the identity of Plaintiff, Jane Doe No. 101, because this Complaint makes sensitive allegations of sexual assault and abuse of a then minor.
3. At all times material to this cause of action, Defendant, Jeffrey Epstein, had a residence located at 358 El Brillo Way, Palm Beach, Palm Beach County, Florida.
4. Defendant, Jeffrey Epstein, is currently a citizen of the State of Florida, as he is currently incarcerated in the Palm Beach County Stockade.
5. At all times material to this cause of action, Defendant, Jeffrey Epstein, was an adult male born in 1953.

6. This Court has jurisdiction of this action and the claims set forth herein pursuant to 18 U.S.C. § 2255.

7. This Court has venue of this action pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events giving rise to the claim occurred in this District.

STATEMENT OF FACTS

8. At all relevant times, Defendant, Jeffrey Epstein, was an adult male, approximately 50 years old. Epstein is known as a billionaire financier and money manager with a secret clientele limited exclusively to billionaires. He is a man of tremendous wealth, power, and influence. He owns a fleet of aircraft that includes a Gulfstream IV, a helicopter, and a Boeing 727, as well as a fleet of motor vehicles. Until his incarceration, he maintained his principal place of residence in the largest home in Manhattan, a 51,000-square-foot eight-story mansion on the Upper East Side. Upon information and belief, he also owns a \$6.8 million mansion in Palm Beach, Florida, a \$30 million 7,500-acre ranch in New Mexico he named "Zorro," and a 70-acre private island known as Little St. James in St. Thomas, U.S. Virgin Islands, a mansion in London's Westminster neighborhood, and a home in the Avenue Foch area of Paris. The allegations herein concern Defendant's conduct while at his lavish homes and/or numerous other locations both nationally and internationally.

9. Upon information and belief, Defendant has a sexual preference for underage minor girls. He engaged in a plan, scheme, or enterprise in which he gained access in his home to countless relatively economically disadvantaged minor girls, sexually assaulted, molested, and/or exploited these girls, and then gave them money.

10. Beginning in or around 1998 through in or around September 2007, Defendant used his resources and his influence over vulnerable minor children to engage in a systematic pattern of sexually exploitative behavior.

11. Defendant's plan and scheme reflected a particular pattern and method. Defendant coerced and enticed impressionable, vulnerable, and relatively economically less fortunate minors to participate in various acts of sexual misconduct that he committed upon them. Defendant's scheme involved the use of underage girls as well as other individuals to recruit other underage girls. Upon information and belief, Defendant or an authorized agent would call and alert Defendant's assistants shortly before or after he arrived at his Palm Beach residence. His assistants would seek out economically disadvantaged and underage girls from West Palm Beach and surrounding areas who would be enticed by the money being offered—generally \$200 to \$300 per “massage” session—and who Defendant and/or his assistants perceived as less likely to complain to authorities or have credibility issues if allegations of improper conduct were made. The then minor Plaintiff and other minor girls, some as young as 14 years old, were transported to Defendant's Palm Beach county mansion by Defendant's employees, agents, and/or assistants in order to provide Defendant with “massages.”

12. Many of the instances of illegal sexual conduct committed by Defendant were perpetrated with the assistance, support, and facilitation of at least three assistants who helped him orchestrate this child exploitation enterprise. These assistants would often arrange times for underage girls to come to Defendant's residence, transport or cause the transportation of underage girls to Defendant's residence, escort the underage girls to the massage room where Defendant would be waiting or would enter shortly thereafter, urge the underage girls to remove their clothes, deliver cash from Defendant to the underage girls and/or their procurers at the conclusion of each “massage appointment,” and, upon information and belief, take sexually explicit photographs and/or videos of the underage girls' for Defendant without their knowledge. Defendant would pay the procurer of each girl's “appointment” hundreds of dollars.

13. Epstein designed the scheme to secure a private place in Defendant's mansion where only persons employed and invited by Epstein would be present, so as to reduce the chance of detection of Defendant's sexual abuse and prostitution as well as to make it more difficult for the minor girls to flee the premises and/or to credibly report his actions to law enforcement or other authorities. The girls were usually transported by his employees, agents, and/or assistants or by a taxicab paid for by Defendant in order to make it difficult for the girls to flee his mansion.

14. Upon arrival at Defendant's mansion, each underage victim would generally be introduced to one of Defendant's assistants, who would gather the girl's personal contact information. The minor girl would then be led up a flight of stairs to a room that contained a massage table and a large shower. The staircase leading to the room was plastered with photographs of nude young girls, including some photographs depicting two or more young girls engaged in lewd acts. Upon information and belief, Defendant, Jeffrey Epstein, had such photographs in each of his four homes and on his computer.

15. At times, if it was the girl's first "massage" appointment, another female would be in the room to "lead the way" until Defendant would have her leave. Generally, Defendant would start his massage wearing only a small towel, which eventually would be removed. Defendant and/or the other female would direct the girl to massage him, giving the minor girl specific instructions as to where and how he wanted to be touched, and then direct her to remove her clothing. He would then perform one or more lewd, lascivious, and sexual acts, including masturbation, fondling the minor's breasts and/or sexual organs, touching the minor's vulva, vagina, and/or anus with a vibrator and/or back massager and/or his finger(s) and/or his penis, digitally penetrating her vagina, performing intercourse, oral sex, and/or anal sex, and/or coercing or attempting to coerce the girl to engage in lewd acts and/or prostitution and/or

enticing the then minor girl to engage in sexual acts with another female in Defendant's presence. The exact degree of molestation and frequency with which the sexual crimes took place varied and is not yet completely known; however, at least when Defendant was in Palm Beach, Florida, such acts occurred usually on a daily basis and, in most instances, several times a day. In order to facilitate the daily exchanges of money for sexual assault and abuse, Defendant kept U.S. currency readily available.

16. As previously stated in paragraph 14, Defendant displayed photographs of nude underage girls throughout his homes in New York City, Palm Beach, Santa Fe, and the U.S. Virgin Islands. Upon information and belief, some of the photographs Defendant's possession of Defendant were taken with hidden cameras set up in his home in Palm Beach. On the day of his arrest, police found two hidden cameras and photographs of underage girls on a computer in Defendant's home. Upon information and belief, Defendant, Jeffrey Epstein, may have taken lewd photographs of Plaintiff, Jane Doe No. 101, with his hidden cameras and may have transported lewd photographs of Plaintiff (among many other victims) to his other residences and elsewhere using a facility or means of interstate and/or foreign commerce. Upon information and belief, one or more nude photographs of Plaintiff that were taken when she was a minor were confiscated by the Palm Beach Police Department during its execution of a search warrant of Defendant's Palm Beach mansion on October 20, 2005. Upon information and belief, those photographs are still in the custody of law enforcement.

17. Defendant, Epstein, traveled to his mansion in Palm Beach for the purpose of luring minor girls to his mansion to sexually abuse and/or batter them. He used the telephone to contact these minor girls for the purpose of coercing them into acts of prostitution and to enable himself to commit sexual battery against them and/or acts of lewdness in their presence, and he conspired with others, including assistants and/or his driver(s) and/or pilot(s), and his socialite

friend/partner, Ghislaine Maxwell, to further these acts and to avoid police detection. Defendant's systematic pattern of sexually exploitative behavior referred to in paragraph 10 and described in paragraphs 11 through the present paragraph occurred at all of Defendant's domestic and international residences and/or places of lodging and/or modes of transportation.

18. Consistent with the foregoing plan and scheme, Defendant used his money, wealth, and power to unduly and improperly manipulate and influence the then minor Plaintiff. Plaintiff, Jane Doe No. 101, was recruited by one of Defendant's agents to give Defendant a massage for compensation. Plaintiff was apprehensive, but needed the money and finally agreed to go. Plaintiff was first brought to Defendant's mansion in or about the spring of 2003, when she was merely 17 years old and in high school. Epstein's procurer drove her to Jeffrey Epstein's mansion. Plaintiff was led up a flight of stairs by a blonde woman to a spa room with a shower and a massage table, where she was left alone. A woman with dark hair, an accent, and naked from the waist up entered and tried to coax Plaintiff to remove her shirt, but Plaintiff refused. After the woman showed Plaintiff how to use the lotions that were there, the woman left. Defendant walked in wearing only a small towel. He lay down on the massage table still wearing the small towel, and Plaintiff began to massage his shoulders and neck. Nervously, she asked him what he did for a living. Defendant responded that he was a scientist. Defendant asked Plaintiff what year she would graduate high school, to which Plaintiff honestly replied that she would graduate in 2004. Plaintiff massaged Defendant's lower back and calves. Defendant told her to remove his towel. Defendant told her that he had just worked out and wanted his buttocks massaged. Although disgusted, she was afraid to refuse and did it. At some point, Defendant ordered Plaintiff to remove her clothes. In shock, fear, and trepidation, Plaintiff partly complied, removing only her shirt and bra. When Defendant turned over, Plaintiff was afraid and embarrassed and she wanted to leave. Defendant repeatedly told her to relax and

complimented her, saying that she had a nice body. Defendant then pulled Plaintiff closer to him. He began masturbating and then began fondling her breasts. He asked her to do more and mentioned more money, which she adamantly declined. Defendant continued masturbating until he ejaculated. Plaintiff next recalls that she received \$200 and was transported by the procurer, whom she later learned received \$200 for having brought her to Epstein's mansion.

19. Defendant thereafter lured the then minor Plaintiff to the Epstein mansion on at least one and perhaps two other occasions in the spring and/or summer of 2003. The procurer made another appointment for her to return, but Plaintiff didn't want to see Defendant. By having his assistants continue to contact Plaintiff and attempt to lure her to the mansion for other sexual acts, Defendant engaged in a continuous course of conduct that injured Plaintiff upon each instance of contact and/or abuse.

20. In addition to the direct sexual abuse and molestation of the then minor Plaintiff, Defendant used his money, wealth, and power to unduly and improperly manipulate and influence the then minor Plaintiff to bring him another minor girl in a promised exchange for money. Rather than go herself, Plaintiff and the procurer took another girl there one time.

21. As a result of these encounters with Defendant, Plaintiff, Jane Doe No. 101, has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's controlling and manipulating her into a perverse and unhealthy way of life.

22. Any assertions by Defendant that he was unaware of the age of the then minor Plaintiff are belied by her telling him her high school graduation year, as well as his own actions, and are rendered irrelevant by the provision of applicable federal statutes concerning the sexual

exploitation and abuse of a minor child. Defendant, Jeffrey Epstein, at all times material to this cause of action, knew and should have known of Plaintiff's age of minority. Defendant's preference for underage girls was well-known to those who regularly procured them for him.

23. Defendant, Jeffrey Epstein, committed the above-referenced acts upon the then minor Plaintiff in violation of federal statutes condemning the coercion and enticement of a minor to engage in prostitution or sexual activity, travel with intent to engage in illicit sexual conduct, sex trafficking of children, sexual exploitation of minor children, transport of visual depictions of a minor engaging in sexually explicit conduct, transport of child pornography, child exploitation enterprises, and other crimes, specifically including, but not limited to, those crimes designated in 18 U.S.C. § 2422(b), § 2423(b), § 2423(e), § 2251, § 2252, § 2252A(a)(1), and § 2252A(g)(1).

24. In June 2008, after investigations by the Palm Beach Police Department, the Palm Beach State Attorney's Office, the Federal Bureau of Investigation, and the United States Attorney's Office for the Southern District of Florida, Defendant, Jeffrey Epstein, entered pleas of "guilty" to various Florida state crimes involving the solicitation of minors for prostitution and the procurement of minors for the purposes of prostitution in the Fifteenth Judicial Circuit in Palm Beach County, Florida. Defendant, Jeffrey Epstein, is in the same position as if he had been tried and convicted of the sexual offenses committed against Plaintiff and, as such, must admit liability unto Plaintiff, Jane Doe No. 101. Plaintiff hereby exclusively seeks civil remedies pursuant to 18 U.S.C. § 2255.

COUNT ONE

(Cause of Action for Coercion and Enticement of Minor to Engage in Prostitution or Sexual Activity pursuant to 18 U.S.C. § 2255 in Violation of 18 U.S.C. § 2422(b))

25. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above.

26. Defendant, Jeffrey Epstein, used a facility or means of interstate and/or foreign commerce to knowingly persuade, induce, entice, or coerce Jane Doe No. 101, when she was under the age of 18 years, to engage in prostitution and/or sexual activity for which any person can be charged with a criminal offense, or attempted to do so, pursuant to 18 U.S.C. § 2255 in violation of 18 U.S.C. § 2422(b).

27. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

28. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses, and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation, actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

COUNT TWO

(Cause of Action for Travel with Intent to Engage in Illicit Sexual Conduct pursuant to 18 U.S.C. § 2255 in Violation of 18 U.S.C. § 2423(b))

29. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above.

30. Upon information and belief, Defendant, Jeffrey Epstein, traveled in interstate and/or foreign commerce for the purpose of engaging in illicit sexual conduct, as defined in 18 U.S.C. § 2423(f), with minor females, including the then minor Plaintiff, in violation of 18 U.S.C. § 2423(b).

31. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

32. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses, and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation,

actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

COUNT THREE
(Cause of Action for Sexual Exploitation of Children pursuant to 18 U.S.C. § 2255 in
Violation of 18 U.S.C. § 2251)

33. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above.

34. Defendant, Jeffrey Epstein, knowingly persuaded, induced, enticed, or coerced the then minor Plaintiff, Jane Doe No. 101, to engage in sexually explicit conduct for the purpose of producing a visual depiction of such conduct in violation of 18 U.S.C. § 2251. As previously stated in paragraphs 14 and 16, Defendant displayed a myriad of photographs of underage girls throughout his homes in New York City, Palm Beach, Santa Fe, and the U.S. Virgin Islands. Upon information and belief, many of the photographs in the possession of Defendant were taken with hidden cameras set up in his home in Palm Beach. On the day of his arrest, police found two hidden cameras and photographs of underage girls on a computer in Defendant's home. Upon information and belief, Defendant, Jeffrey Epstein, may have taken lewd photographs of Plaintiff, Jane Doe No. 101, with his hidden cameras and may have transported lewd photographs of Plaintiff (among many other victims) to his other residences and elsewhere using a facility or means of interstate and/or foreign commerce. Upon information and belief, one or more sexually explicit photographs of Plaintiff that were taken when she was a minor were confiscated by the Palm Beach Police Department during its execution of a search warrant of Defendant's Palm Beach mansion on October 20, 2005. Upon information and belief, those photographs are still in the custody of law enforcement.

35. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

36. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses, and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation, actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

COUNT FOUR

(Cause of Action for Transport of Visual Depiction of Minor Engaging in Sexually Explicit Conduct pursuant to 18 U.S.C. § 2255 in Violation of 18 U.S.C. § 2252(a)(1))

37. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above.

38. Defendant, Jeffrey Epstein, upon information and belief, knowingly mailed, transported, shipped, or sent via computer and/or facsimile in or affecting interstate or foreign commerce at least one visual depiction of the minor Plaintiff engaging in sexually explicit conduct in violation of 18 U.S.C. § 2252(a)(1). As previously stated in paragraphs 14, 16, and 34, upon information and belief, Defendant displayed a myriad of nude photographs of underage girls throughout his homes in New York City, Palm Beach, Santa Fe, and the U.S. Virgin Islands. Upon information and belief, many of the photographs in the possession of Defendant were taken with hidden cameras set up throughout his home in Palm Beach. On the day of his arrest, police found two hidden cameras and photographs of underage girls on a computer in Defendant's home. Upon information and belief, Defendant, Jeffrey Epstein, may have taken lewd photographs of Plaintiff, Jane Doe No. 101, with his hidden cameras and may have transported lewd photographs of Plaintiff (among many other victims) to his other residences and elsewhere using a facility or means of interstate and/or foreign commerce. Upon information and belief, one or more sexually explicit photographs of Plaintiff that were taken when she was a minor were confiscated by the Palm Beach Police Department during its execution of a search warrant of Defendant's Palm Beach mansion on October 20, 2005. Upon information and belief, those photographs are still in the custody of law enforcement.

39. As previously stated in paragraph 22, any assertions by Defendant that he was unaware of the age of the then minor Plaintiff are belied by his actions and rendered irrelevant by the provision of applicable federal and state statutes concerning the sexual exploitation and abuse

of a minor child. Defendant, Jeffrey Epstein, at all times material to this cause of action, knew and should have known of Plaintiff's age of minority. Defendant's preference for underage girls was well-known to those who regularly procured them for him.

40. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

41. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses, and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation, actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

COUNT FIVE

(Cause of Action for Transport of Child Pornography pursuant to 18 U.S.C. § 2255 in Violation of 18 U.S.C. § 2252A(a)(1))

42. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above.

43. Defendant, Jeffrey Epstein, knowingly mailed, transported, shipped, or sent via computer or facsimile in or affecting interstate and/or foreign commerce child pornography in violation of 18 U.S.C. § 2252A(a)(1). As previously stated in paragraph 16, Defendant displayed a myriad of nude photographs of underage girls throughout his homes, including his homes in New York City, Palm Beach, Santa Fe, and the U.S. Virgin Islands. Upon information and belief, many of the photographs in the possession of Defendant were taken with hidden cameras set up throughout his home in Palm Beach. On the day of his arrest, police found two hidden cameras and nude photographs of underage girls on a computer in Defendant's home. Upon information and belief, Defendant, Jeffrey Epstein, may have taken lewd photographs of Plaintiff, Jane Doe No. 101, with his hidden cameras and may have transported lewd photographs of Plaintiff (among many other victims) to his other residences and elsewhere using a facility or means of interstate and/or foreign commerce. Upon information and belief, one or more nude photographs of Plaintiff that were taken when she was a minor were confiscated by the Palm Beach Police Department during its execution of a search warrant of Defendant's Palm Beach mansion on October 20, 2005. Upon information and belief, those photographs are still in the custody of law enforcement.

44. As previously stated in paragraph 22, any assertions by Defendant that he was unaware of the age of the then minor Plaintiff are belied by his actions and rendered irrelevant by the provision of applicable federal and state statutes concerning the sexual exploitation and abuse of a minor child. Defendant, Jeffrey Epstein, at all times material to this cause of action, knew

and should have known of Plaintiff's age of minority. Defendant's preference for underage girls was well-known to those who regularly procured them for him.

45. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

46. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses, and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation, actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

COUNT SIX

(Cause of Action for Engaging in a Child Exploitation Enterprise pursuant to 18 U.S.C. § 2255 in Violation of 18 U.S.C. § 2252A(g))

47. Plaintiff, Jane Doe No. 101, hereby adopts, repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 24 above and Counts One through Five.

48. Defendant, Jeffrey Epstein, knowingly engaged in a child exploitation enterprise, as defined in 18 U.S.C. § 2252A(g)(2), in violation of 18 USC § 2252A(g)(1). As more fully above, Defendant engaged in actions that constitute countless violations of 18 U.S.C. § 1591 (sex trafficking of children), Chapter 110 (sexual exploitation of children in violation of 18 U.S.C. §§ 2251, 2252(a)(1), and 2252(A)(a)(1)), and Chapter 117 (transportation for illegal sexual activity in violation of 18 U.S.C. §§ 2422, and 2423). As more fully set forth above in paragraphs 9 through 19, Defendant's actions involved countless victims and countless separate incidents of abuse, and he committed those offenses against minors in concert with at least three other persons.

49. Plaintiff, Jane Doe No. 101, was a victim of one or more offenses enumerated in 18 U.S.C. § 2255, and, as such, asserts a cause of action against Defendant, Jeffrey Epstein, pursuant to this Section of the United States Code.

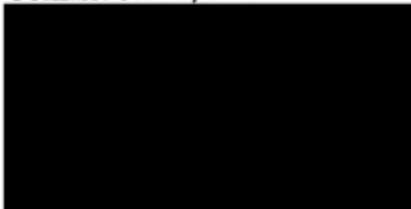
50. As a direct and proximate result of the offenses enumerated in 18 U.S.C. § 2255 being committed against the then minor Plaintiff by Defendant, Plaintiff has in the past suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of her privacy, and other damages associated with Defendant's manipulating and leading her into a perverse and unhealthy way of life. The then minor Plaintiff incurred medical and psychological expenses,

and Plaintiff will in the future suffer additional medical and psychological expenses. Plaintiff has suffered a loss of income, a loss of the capacity to earn income in the future, and a loss of the capacity to enjoy life. These injuries are permanent in nature, and Plaintiff will continue to suffer these losses in the future.

WHEREFORE, Plaintiff, Jane Doe No. 101, demands judgment against Defendant, Jeffrey Epstein, for all damages available under 18 U.S.C. § 2255, including, without limitation, actual and compensatory damages, attorney's fees, costs of suit, and such other further relief as this Court deems just and proper, and hereby demands trial by jury on all issues triable as of right by a jury.

Date: May 1, 2009

s/Katherine W. Ezell
Robert C. Josefsberg, Bar No. 040856
Katherine W. Ezell, Bar No. 114771
Podhurst Orseck, P.A.



Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands to have her case tried before a jury.

s/Katherine W. Ezell
Robert C. Josefsberg, Bar No. 040856
Katherine W. Ezell, Bar No. 114771
Podhurst Orseck, P.A.



Attorneys for Plaintiff

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on this 1st day of May, 2009, we electronically filed the foregoing document with the Clerk of the Court using CM/ECF. We also certify that the foregoing document is being served this day on all counsel of record identified on the attached Service List either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

Respectfully submitted,

PODHURST ORSECK, P.A.
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SERVICE LIST

JANE DOE NO. 101 v. JEFFREY EPSTEIN
Case No. 08-CV-80591-MARRA/JOHNSON
United States District Court, Southern District of Florida

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