

[REDACTED]

I am in receipt of your letter dated June 15. I am sorry to read it as I sense your frustration with the entire matter, however, I write to try to set the record straight. Your letter is filled with misstated facts, mischaracterizations, and misrepresentations. In many instances that directly contradict the written record, in each instance where you have suggested a breach in the past I have attached the relevant correspondence or documents, that clearly refute some of your statements. I would remind you that Mr. Epstein has almost completed his county jail sentence. Of 18 months. A sentence of incarceration that he took only as a result of your deferring prosecution. He pleaded guilty to a registrable offense as you required and has already registered as a sex offender. He has paid over 10k thousand dollars in fees to the attorney representative and have paid out 150 thousand dollars in settlements to victims on your list, in one case to someone, he had no recollection of meeting, and who was not challenged to provide any evidence to test the veracity of her claim.

To begin you suggest that Mr. Epstein did not use his best efforts to enter his guilty plea, as I am sure you remember this was done with the personal consent of Alex Acosta the US attorney, whose email to that regard is attached. The nine month delay was dictated by the justice department's time frame. When in late June, when the last appeal was exhausted, we had only one week to plead. We sent the state plea to you, as soon as we received it. It had only been prepared by the state the day before. When you sent your first notice, you may have forgotten, that Jack Goldberger and you had agreed, in fact that the language was correct. And only at your insistence did you want to insert the word jail sentence, this was done, and the state plea agreement was drafted by the state prosecutor not Mr. Epstein's attorneys. So I find your claim of breach inaccurate.

2. you then claim that Mr. Epstein's attorney obstructed your ability to notify victims. We took issue with your procedure but that was reflected in correspondence from months before. (JACK WE Need to provide letters complying about the victim notification procedure. JAY).

3. If you recall you presented my Goldberger and Stein with a fete complete, they at the time either approved or disapproved. Correspondence attached.

4. as soon as the operative provision for attorney rep was confirmed, if you recall you suggested that Mr. Acosta's paragraph, read as if convicted no more no less was the operative language. As soon as it was agreed that the attorney rep was now the way to go, we immediately contacted Mr. Joseph Bur who had conversations with both Mr. Black and Mr. Lefcourt. I reiterate, that he has been paid over 160 k thousand dollars to date, for only two cases that settled. Each for 50 thousand dollars. And has billed and additional 230k which we have decided to have a third party resolve.

5. with regard the outstanding motion to quash, you are 100% right, and it was an administrative oversight, that was cleared up, when we were notified that it had not been done previously. (Mr. Epstein was already incarcerated, and played no role whatsoever in that oversight) >

6. in November if you recall Mr. Black met with you [REDACTED] and [REDACTED] in Miami, and reviewed the work release issue. We presented you with your own email that acknowledged the sheriff's discretion in the matter. WE were

under no obligation to notify you, and as you had had previous contact with the office over the exact matter at hand. As to your requirements and obligations to your victims, the state was never given their names, and to the best of our knowledge it was their obligation not ours in any way to notify you. (e mail attached) the sheriff reviewed his documents . and found no problems.. your allegation that Mr Epstein made threatening statements to the sheriff's office. Is just not true. We can document this , if you so prefer. There was nothing out of the ordinary , he was treated like any other inmate, and if any different at all , it was he was kept in jail longer than he would have otherwise been.

7. I am surprised to see you once again suggest that the judge's order correcting her clerk's scrivener error, as somehow an Epstein directed breach. We had nothing to do with this whatsoever. The non preclusion agreement called for community control and the plea agreement called for community control 1. Inadvertently the clerk , checked the wrong box, the plea agreement was always clear. It was nothing more than a clerk's error, to suggest otherwise, can only be as a result of the lack of the actual facts. To suggest that by asking the clerk to change the error to the right box is a meaningless cure, makes little sense.

8. Mr Epstein does not work at his attorney's office. I believe we have corrected you on that fact more than once. . 9.

We have sent you a separate letter that describes the motion to dismiss. A document that we can review together. This document was never signed off on by Mr Epstein but was in fact vetted by many of his counsel, It was drafted by myself and the Kirkland and Ellis team. We took the lead as there would be no better firm to do so as we had negotiated the agreement with you. As I mentioned on the phone , the waiver that Mr Epstein agreed to was not triggered due to an incompetent filing in Jane de 101. We only waive liability , when there is a waiver of all other state and common law claims . in addition we were asking the court , to opine on the applicability of the statute to this particular woman.

9. you suggest that Mr Epstein is working on nothing but his litigation but that is also not true.

10. Mr Epstein , who has almost completed his incarceration sentence , and as registered as a sex offender has already been prejudged.. he would have never plead guilty to a registrable offense . or as you recall the statute to which he was indicted carried no jail time . 3 of your victims have already been compensated, and we have been in negotiation to settle more cases.

The pattern of behavior that you refer to , as you can see from the above , shows no willful breach, at all. Many misunderstandings , confirmed by the attachments, and we would hope that we could have the opportunity to forestall any future misunderstandings by being able to present to you before filing anything we think you might find as a breach.