

From: "Jay Lefkowitz" <[REDACTED]>
To: [REDACTED]
Cc: [REDACTED] "Roy BLACK"
[REDACTED], "Martin Weinberg" <[REDACTED]>

Subject: Re: Follow-up point

Date: Fri, 15 Aug 2008 14:52:38 +0000

Importance: Normal

[REDACTED] - thanks for responding to my email. You have narrowed down some of the implementation issues.

As I told you this morning, we cannot accept your contention that Mr. Epstein is bound by an agreement he didn't sign as opposed to one he did sign, particularly in light of my written communications to your office dated December 21, 2007 and December 26, 2007. However, before we can make a determination whether to adopt the December language as you have now explained it, we need to confer with our client, which we will be able to do within the next two weeks.

I look forward to speaking with you soon to resolve these issues.

Jay

From: [REDACTED]
Sent: 08/14/2008 03:27 PM AST
To: Jay Lefkowitz
Cc: [REDACTED] (USAFLS); [REDACTED]; "Roy BLACK" <[REDACTED]>
Subject: RE: Follow-up point

Dear Jay:

The modification contained in the December letter is clear and simple, that is why we were not surprised by Mr. Epstein's and his attorneys' actions affirming acceptance of the modification. Mr. Epstein's acceptance of the modification by pleading guilty was equally clear and simple -- it followed written communications from Mr. [REDACTED] and myself that read: "Mr. Epstein has until the close of business on Monday, June 30, 2008, to comply with the terms and conditions of the agreement between the United States and Mr. Epstein (as modified by the U.S. Attorney's December 19th letter to Ms. Sanchez), including entry of a guilty plea, sentencing, and surrendering to begin his sentence of imprisonment."

As clearly stated in the December letter, only those "individuals whom [the United States] was prepared to name in an Indictment as victims of an enumerated offense" are the beneficiaries of the agreement. That is the list of names that I provided to Messrs. Goldberger and Tein following the change of plea. Under the September/October agreement, all "individuals whom [the United States] has identified as victims" are the beneficiaries, so I would prepare a supplement to the earlier list to include identified victims whom we were not yet prepared to name in an indictment.

Again, as stated in the letter, the modification replaces paragraphs 7 and 8 of the Agreement, including paragraphs 7A through 7C that are included in the October Addendum. This means that Mr. Epstein's waiver of "his right to contest damages up to an amount as agreed to between the identified individual and Epstein" will no longer exist, nor will Mr. Epstein's obligation to pay for the victims' counsel. Paragraphs 9 and 10 are still in effect. This includes the statement that there is no admission of civil or criminal liability, and that, "[e]xcept as

to those individuals who elect to proceed EXCLUSIVELY under 18 USC § 2255, . . . Epstein's signature [cannot] be construed as admissions or evidence of civil or criminal liability." This addresses your question regarding exclusivity.

I don't think that Mr. Epstein has to make any constructive admissions of conviction. He only needs to admit that the 32 girls whose names I have provided to Mr. Goldberger are "victims" of an offense listed in 18 U.S.C. 2255.

Please let me know if you have any additional questions. Thank you.

[REDACTED]

From: Jay Lefkowitz [mailto:[REDACTED]]
Sent: Thursday, August 14, 2008 2:39 PM
To: [REDACTED] (USAELS)
Cc: [REDACTED]
Subject: Re: Follow-up point

[REDACTED] - In reviewing your December proposal, there are a couple of things I don't understand.

What limits are placed upon individuals who proceed under 2255 as if "Mr. Epstein had been tried federally and convicted of an enumerated offense." In other words, what individuals would have this right? And would these individual only have this right if they proceeded exclusively under 2255? Also, to what enumerated offenses do you think would Mr. Epstein have to make constructive admissions of conviction? and how many such offenses? And against whom? Remember that while you may have investigated various offenses, he only plead guilty to certain state crimes.

Finally, would paragraphs 8-10 of the September Agreement still be operative?

I am trying hard to understand what you have intended by the December letter. Alex has says he thinks it benefits Jeffrey, and I am open to understanding it that way. But I would like some clarity on these issues.

Thanks -- Jay

[REDACTED]

To <lefkowitz@kirkland.com>

cc [REDACTED]

Subject Follow-up point

08/14/2008 12:44 PM

Hi Jay -- I forgot to mention that I can no longer argue that the Court shouldn't force us to produce the agreement because we have already provided the victims with the relevant portion when I now understand from you that I have NOT provided them with the relevant portion.

[REDACTED]

Assistant U.S. Attorney



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