



U.S. Department of Justice

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Southern District of Florida

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June 15, 2009

DELIVERY BY ELECTRONIC MAIL

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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

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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

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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-

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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 [REDACTED] 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,

[REDACTED]
Acting United States Attorney

By:

[REDACTED]
Assistant United States Attorney

cc: [REDACTED]