

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

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



www.kirkland.com

Facsimile:

June 19, 2009

VIA FEDERAL EXPRESS

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

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 Mr. Acosta 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.

[REDACTED]
June 19, 2009

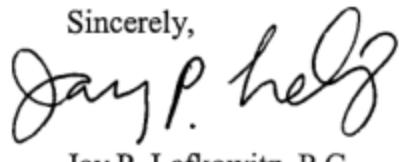
Page 2

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,



Jay P. Lefkowitz, P.C.

Enclosures