

From: "[REDACTED] (USAFLS)" </O=USA/OU=FLS/CN=RECIPIENTS/CN=[REDACTED]>

To: "Jay Lefkowitz" <[REDACTED]>

Subject: RE: Confidential - for settlement purposes only

Date: Tue, 16 Oct 2007 20:00:00 +0000

Importance: Normal

Jay,

The below is exactly the same as yours, except for deletion of "Other than the joint written submission, neither the United States nor Epstein's counsel shall communicate with the independent third party nor shall the United States communicate with the attorney representative selected by him" in your 1(a).

1. 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.
2. 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 3, infra.
3. Pursuant to additional paragraph 1, 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.

[REDACTED]

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

From: Jay Lefkowitz [mailto:[REDACTED]]
Sent: Monday, October 15, 2007 10:53 AM
To: [REDACTED] (USAFLS)
Subject: Confidential - for settlement purposes only

[REDACTED] - pls let me know if you want to discuss this later today. I should be free after 330 pm.

1(a). 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. 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 2, infra. Further, 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. Other than the joint written submission, neither the United States nor Epstein's counsel shall communicate with the independent third party nor shall the United States communicate with the attorney representative selected by him.

2(b). Pursuant to paragraph 1, 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.

Written Submission

The United States and Jeffrey E. Epstein have executed an Agreement one section of which obligates Epstein not to contest jurisdiction nor liability as to any of 40 potential complainants whose identities are on a list compiled by the United States to the extent that such persons have a cause of action against Epstein under 18 USC 2255 based on a good faith showing of injury under that statute and who negotiate an agreed settlement for damages pursuant to that statute with Epstein's counsel. The attorney representative selected by the independent third party shall each be paid his or her normal hourly fee to discharge his or her functions under this paragraph. The independent third party's role will be to select an attorney representative for the group of 40 potential complainants as detailed above. The attorney representative's role will be to consult with the complainants and determine whether each or any of them intend to negotiate a settlement with Epstein and waive any other state or federal cause of action against him (and if so, to facilitate such a settlement), or whether each or any of them intend, instead, to litigate a cause of action.