
From: [REDACTED]
Sent: Sunday, February 24, 2019 5:00 AM
To: jeevacation@gmail.com
Subject: Re:

I quickly just read his 2/2/19 decision. Interestingly, in both 2013 and now in 2019 he cites to no authority (other than his own 2013 decision) for the idea that victims have the right to seek the setting aside or rescission of NPA. He has found not one single other case anywhere for that holding and he doesn't even attempt to reconcile it with (d)(5) or with all the cases saying 3771 confers no veto power.

I see he also says equitable defenses (here, e.g., fully executed and satisfied, etc.) are to be decided only after a full evidentiary hearing.

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

From: J <jeevacation@gmail.com>
To: David Schoen <[REDACTED]>
Sent: Sat, Feb 23, 2019 11:32 pm
Subject: Re:

no as there was no federal plea or sentence just an npa and a state sentence. weird. . does sabatino apply only to pleas or any agreement on resolution of criminal cases. ie npa =

On Sat, Feb 23, 2019 at 1:25 PM <[REDACTED]> wrote:

I really need to see marra's decision=to inform any thoughts I have; but notwithstanding that, 3771(d)(5) ought to give some comfort. I will send some cases with some random thought=.

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

From: J <jeevacation@gmail.com <mailto:jeevacation@gmail.com>>
To: David Schoen <[REDACTED]>
Sent: Sat, Feb 23, 2019 11:06 pm
Subject: Re:

no i pled in state court. that's why there is such a mess. no fed sentence . just an npa as long as i pled registered as a sex offender and hired lawyers for the girls to sue me. yes true

On Sat, Feb 23, 2019 at 11:02 PM <[REDACTED]> wrote:<=r clear="none">

When was your indictment, when was the underlying conduct, when was the deal made?

Was Marra the judge who took your plea? If so, there is a question whether he should sit on the cvra, since the Act puts the obligation on the judge taking the deal to make sure all cvra requirements have been met.=br clear="none">

---Original Message-----

From: J <jeevacation@gmail.com <mailto:jeevacation@gmail.com>>
To: David Schoen <dschoen593@aol.com <mailto:dschoen593@aol.com>>
Sent: Sat, Feb 23, 2019 10:28 pm
Subject: Re:

yes, i thought so. still unsure, reading cvra legislative history. says sentence can only be changed if three conditions are met. made us within 3 days. and defendant did not plead to highest charge. I cant understand how marra thinks he can vitiate a third party contract based on not conferring. weird.

On Sat, Feb 23, 2019 at 10:23 PM <[REDACTED]>
Sent: Sat, Feb 23, 2019 9:30 pm
Subject: Re:

What type of exposure

On Sat, Feb 23, 2019 at 9:22 PM <[REDACTED]> wrote:

One no brainer for starters (if not already done), is that lefkowitz and every other lawyer involved in your deal ought to understand in no uncertain terms that if you end up, God forbid, having a problem from this, they face major exposure. Lefkowitz's emails to the prosecutor seem absolutely moronic. Have you been in touch with all of them? =

---Original Message-----

From: J <jeevacation@gmail.com <mailto:jeevacation@gmail.com>>
To: DAVID SCHOEN <[REDACTED]>
Sent: Sat, Feb 23, 2019 8:47 pm
Subject: Re:

feeling was not to encourage marra to do what he did without any encouragement. yes i am also a worst case proponent. i dont think i can win the pr battle and must concentrate on any possible legal consequence.

On Sat, Feb 23, 2019 at 8:40 PM DAVID SCHOEN <[REDACTED]>
<[REDACTED]> wrote:

On the one hand it is absurd. On the other hand it is potentially a very serious situation. I would need to do some research to know just how serious the consequences realistically might be.

I have read in the paper that one possible remedy plaintiffs intend to seek is the nullification of the "illegal" agreement and the prosecution of a number of cases against you. There would seem to be a whole host of impediments to any such radical and outrageous course of action like that both of a legal and equitable nature. However, I am a worst case scenario person ALWAYS and do not think a criminal defense lawyer every should be anything but that.

Perhaps you have done the research already or have counsel who has and feel you have a sense of exactly what the worst case scenario is. I don't know; but I also would not take anyone else's word for it.

The potential consequences are of course the most important thing insofar as any consequence directly affects you (action against Acosta etc. not really your problem). But the separate and related issue is what if anything to do about the fact that the complete story you have described in the prospective op-Ed drafts you have sent to me has never come out - nor as anything that in any way challenges the popular rendition and characterization of you as predator, monster, etc.

And as you correctly anticipated some time ago, that is a real problem and has perhaps been part of what has led to this snowballing with no pushback of any kind (notwithstanding all the hot shot lawyers you had by your side all through the deal and after - where are they now?).

Without seeing the papers in the case now before judge Marra I don't feel like I can give any meaningful advice on either the legal or practical front. But I do know that you need some good advice now and moving forward.

David

Sent from my iPhone

On Feb 23, 2019, at 3:31 PM, J <jeevacation@gmail.com> wrote:

Any ideas? Putrid press amazing how many lawyers argue for a 12-year old plea deal be rescinded though the defendant fulfilled all his obligations

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