



U.S. Department of Justice

August 26, 2008

DELIVERY BY ELECTRONIC MAIL

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Re: Jeffrey Epstein

Dear Jay and Roy:

Thank you for your letter of August 22nd. I write to follow up on some of the points that you raised.

The list of thirty-two victims that was provided to Mr. Goldberger via certified mail on July 10, 2008 is the final list. As I mentioned, copies of the notification letters to each victim will be carbon-copied to an attorney for Mr. Epstein and Mr. Josefsberg. I asked you to advise me whether Mr. Goldberger should continue to be listed as the contact person for the civil litigation in the amended victim notification letters and whether he should receive the carbon copies of those letters as they are sent.

I also asked you to provide me with written confirmation of your agreement to pay Mr. Josefsberg's fees. Please provide that confirmation to Mr. Josefsberg so that he can begin his representation, and provide me with a copy for my file.

I have conferred with the lead AUSA in the case of *Jane Doe 1 and 2 v. United States*,

EXHIBIT B-87

EFTA00224872

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and he agrees that, based upon the discussion with Judge Marra during the hearing on the plaintiffs' motion, a notification of the judge's ruling is required. I will, however, change the language slightly to direct the victims to discuss the matter with Mr. Josefsberg.

With regard to your concerns with my "open-ended description of Mr. Epstein's responsibilities regarding civil restitution," I agree that the resolution of civil damages claims is as stated in paragraphs 7 and 8 of the Agreement and Addendum. That is why the language in the notification is taken *verbatim* from paragraphs 7, 8, and 7C of the Agreement and Addendum, except that the victim's name is used in place of "identified individual." As I mentioned in my earlier letter, if you have any proposed substantive changes, please provide them to me.

Mr. Goldberger and Mr. Tein explicitly approved the language in my earlier victim notification letter, even though they apparently were taking the position that the December 19, 2007 letter was *not* part of the Agreement, so that misinformation was provided to the victims with the approval of Mr. Epstein's attorneys.

With regard to your sixth and seventh points, I reiterate that it is the Office's position that the Agreement and Addendum speak for themselves. Let me also reiterate that, while the Office does not intend to involve itself in any civil negotiations or litigation, if it comes to our attention that Mr. Epstein has breached the terms of the Agreement, the Office intends to enforce its right pursuant to the Agreement.

I would appreciate a prompt response to the question regarding which of Mr. Epstein's attorneys should be named in and receive copies of the notification letters, as well as documentation of your commitment to paying Mr. Josefsberg's fees so that I may begin distributing the revised victim notifications on Wednesday morning.

Sincerely,

R. Alexander Acosta

