

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS AND ST. JOHN

CIVIL CASE NO.: ST-20-CV-155

GHISLAINE MAXWELL,

Plaintiff,

vs.

ESTATE OF JEFFREY E. EPSTEIN, DARREN  
K. INDYKE, in his capacity as EXECUTOR OF  
THE ESTATE OF JEFFREY E. EPSTEIN,  
RICHARD D. KAHN, in his capacity as  
EXECUTOR OF THE ESTATE OF JEFFREY E.  
EPSTEIN, and NES, LLC, a New York Limited  
Liability Company,

Defendants.

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SUPERIOR COURT

COMPLAINT

Plaintiff GHISLAINE MAXWELL ("Maxwell"), through her undersigned attorneys, by way of her Complaint against Defendants ESTATE OF JEFFREY E. EPSTEIN (the "Estate"), DARREN K. INDYKE, in his capacity as Executor of the ESTATE OF JEFFREY E. EPSTEIN ("Indyke"), RICHARD D. KAHN, in his capacity as Executor of the ESTATE OF JEFFREY E. EPSTEIN ("Kahn"), and NES, LLC, a New York Limited Liability Company ("NES, LLC"), alleges as follows:

NATURE OF THIS ACTION

1. This is an action for indemnification for and advancement of the attorneys' fees, security costs, costs to find safe accommodation, and all other expenses Maxwell has reasonably incurred and will incur by reason of her prior employment relationship with Jeffrey E. Epstein ("Epstein") and his affiliated businesses in connection with any threatened, pending, or completed

suit, proceeding, or investigation relating to Epstein, his affiliated businesses, and his alleged victims.

**PARTIES AND JURISDICTION**

2. Plaintiff Ghislaine Maxwell is an adult citizen of the United States.
3. Jeffrey E. Epstein was a resident of the Virgin Islands. The Estate of Jeffrey E. Epstein was created following Epstein's death and is domiciled in the Virgin Islands.
4. Defendant Darren K. Indyke is an Executor of the Estate.
5. Defendant Richard D. Kahn is an Executor of the Estate.
6. Defendant NES, LLC, is a limited liability company organized under the laws of the State of New York on or about August 13, 1998.
7. This Court has jurisdiction over this matter pursuant to 4 V.I.C. § 76.
8. Pursuant to 4 V.I.C. § 78, venue properly lies in the United States Virgin Islands, and in the Division of St. Thomas and St. John.

**FACTUAL ALLEGATIONS**

9. From approximately 1999 through at least 2006, Maxwell was employed by Epstein individually, and by several of his affiliated businesses, including, but not limited to, the C.O.U.Q. Foundation, NES LLC, New York Strategy Group, JEJE LLC, JEJE Inc., and LSJ, LLC.
10. While under Epstein's employ, Maxwell was responsible for managing Epstein's properties, including properties located in New York, Paris, Florida, New Mexico, and the U.S. Virgin Islands.
11. During the course of their relationship, including while Maxwell was in Epstein's employ, Epstein promised Maxwell that he would support her financially.

12. Epstein made these promises to Maxwell repeatedly, both in writing and in conversation.

13. Epstein restated these promises when Maxwell was in the process of leaving Epstein's employ to start a new business of her own.

14. Epstein assured Maxwell that even if her business ventures failed he would support her financially.

15. In approximately 2001, Maxwell began transitioning to a more limited employment role for Epstein and his affiliated businesses. In approximately 2004, Maxwell received a typewritten letter from Epstein with a handwritten note asking Maxwell to remain in Epstein's employ and promising that no matter what Maxwell chose to do, Epstein would always support Maxwell financially.

16. Sometime thereafter, Epstein pleaded guilty in a Florida state proceeding to a felony charge of solicitation of prostitution involving a minor.

17. Since the time of Epstein's Florida state proceeding to the present, Maxwell has incurred legal fees and expenses in connection with various suits, proceedings, and investigations relating to Epstein, his affiliated businesses, and his alleged victims.

18. Consistent with his repeated promises, Epstein indemnified Maxwell and advanced legal fees and settlement costs when they were incurred in connection with a lawsuit filed by [REDACTED] against Epstein in 2017 (*Jane Doe 43 v. Epstein, et al.*, 17-cv-00616-JGK).

19. Consistent with his repeated promises, Epstein also paid Maxwell's legal bills incurred in connection with a civil suit filed by [REDACTED] against Epstein in 2009.

20. Epstein's promise is further evidenced by the fact that Epstein indemnified and advanced legal fees and expenses for a number of other employees in other various lawsuits relating to Epstein, his affiliated businesses, and his alleged victims.

21. Indyke, in his capacity as an Executor of the Estate, also made assurances to Maxwell that Maxwell's legal fees and obligations would be reimbursed by Epstein and the Estate, and that Maxwell's legal fees and expenses would be paid going forward.

22. Indyke told Maxwell that her legal fees would be paid because she would not have incurred any legal expenses but for Epstein's alleged misconduct, and that Epstein's promises would be honored.

23. Epstein was found dead on August 10, 2019 in New York.

24. On August 15, 2019, Indyke and Kahn filed a petition for probate of Epstein's last will and testament with the Probate Division of the Superior Court of the Virgin Islands, Division of St. Thomas and St. John.

25. Maxwell has incurred and will continue to incur significant legal fees, personal security costs, and other costs in connection with legal suits, proceedings, and investigations relating to Epstein, his affiliated businesses, and his alleged victims.

26. Maxwell receives regular threats to her life and safety, which have required her to hire personal security services and find safe accommodation.

27. Maxwell is entitled to indemnification and advancement of expenses incurred by reason of her employment relationship with Epstein and his affiliated businesses, including attorneys' fees, as well as security costs and costs of finding safe accommodation, all of which are ongoing, extensive, and directly related to the pending suits, proceedings, and investigations

concerning Epstein's alleged misconduct. These expenses will be ongoing due to the extensive global coverage and interest in these events and proceedings.

28. By letter dated November 22, 2019, Maxwell submitted a claim to the Estate, addressed to Indyke and Kahn, requesting that the Estate honor its obligation to provide indemnification as requested in this action.

29. The Estate has not honored or even formally responded to Maxwell's claim.

30. Maxwell was compelled to file this Complaint because the Estate has not honored her claim for indemnification as requested in this action.

31. Given that Maxwell was forced to seek judicial intervention to vindicate her right to indemnification by the Estate, she is entitled to recover the reasonable fees incurred in this action to vindicate that right.

### CAUSES OF ACTION

#### COUNT ONE

#### Indemnification (Promissory Estoppel / Contractual)

32. Plaintiff repeats and realleges the foregoing allegations of this Complaint as though fully set forth herein.

33. On more than one occasion, Epstein made a clear and unambiguous promise to Maxwell that he would indemnify Maxwell and advance any expenses incurred by reason of her prior employment relationship with him and his affiliated businesses.

34. Maxwell reasonably and justifiably relied on Epstein's promises and put her trust in Epstein that he would fulfill his promises.

35. As such, Maxwell elected to leave Epstein's employ to pursue her own business ventures because she trusted that Epstein would continue to support her financially.

36. The Estate has failed to uphold Epstein's promise to indemnify and advance expenses incurred by reason of Maxwell's employment relationship with Epstein and his affiliated businesses.

37. Maxwell's reliance on the Estate's promises was a substantial factor in causing Maxwell harm as alleged herein.

38. For the foregoing reasons, Maxwell is entitled to indemnification and advancement from the Estate of expenses incurred by reason of her employment relationship with Epstein and his affiliated businesses.

COUNT TWO  
Indemnification (Common Law)

39. Plaintiff repeats and realleges the foregoing allegations of this Complaint as though fully set forth herein.

40. The employment relationship between Maxwell and Epstein formed a legal and special relationship that gives rise to a duty on the part of the Estate to indemnify Maxwell for any expenses incurred by reason of Maxwell's employment relationship with Epstein and his affiliated businesses.

41. Maxwell had no involvement in or knowledge of Epstein's alleged misconduct, but nonetheless has been required to pay significant legal fees, personal security costs, and other expenses because the alleged events occurred while she was employed by Epstein and his affiliated businesses.

42. The suits, proceedings, and/or investigations for which Maxwell seeks indemnification were instituted against Maxwell solely because she was an employee of Epstein and his affiliated businesses.

43. Maxwell incurred these legal fees and expenses as a direct result of Epstein's acts and/or omissions.

44. For the foregoing reasons, Maxwell is entitled to indemnification and advancement from the Estate of expenses incurred by reason of her employment relationship with Epstein and his affiliated businesses.

COUNT THREE  
Indemnification (NES, LLC and Other Entities)

45. Plaintiff repeats and realleges the foregoing allegations of this Complaint as though fully set forth herein.

46. Maxwell was employed as a manager by NES, LLC.

47. Upon information and belief, the corporate organizational documents for NES, LLC entitle Maxwell to mandatory indemnification and advancement of legal fees, personal security costs, and other expenses incurred by reason of her employment relationship with NES, LLC, including expenses incurred in connection with the pending suits, proceedings, and investigations concerning Epstein's alleged misconduct.

48. Maxwell has incurred significant legal fees, personal security costs, and other expenses by reason of her employment relationship with NES, LLC.

49. Upon information and belief, as of September 2006, Defendant Kahn was the Comptroller of NES, LLC.

50. By letter dated November 22, 2019, Maxwell requested indemnification from NES, LLC for the legal fees, personal security costs, and other expenses incurred by reason of her employment relationship with NES, LLC, among other entities, and never received a response.

51. By the same letter dated November 22, 2019, Maxwell requested copies of documents setting forth applicable indemnification and/or advancement rights and policies, including any operating agreements for NES, LLC, and never received a response.

52. Maxwell was also employed by several of Epstein's other entities, including, but not limited to, the C.O.U.Q. Foundation, New York Strategy Group, JEJE LLC, JEJE Inc., and LSJ, LLC.

53. Upon information and belief, the corporate organizational documents of these other entities likely provide a right of indemnity to Maxwell for expenses incurred by reason of her employment relationship with those entities.

54. Maxwell has incurred significant legal fees, personal security costs, and other expenses by reason of her employment relationship with these other entities.

55. Maxwell requested indemnification from the Estate for such fees, costs, and expenses by reason of her prior employment relationship with these other entities, and was refused.

56. For the foregoing reasons, Maxwell is entitled to indemnification and advancement from NES, LLC and/or the Estate of expenses incurred by reason of her employment relationship with NES, LLC, Epstein, and/or any of his other entities with whom Maxwell was affiliated or employed.

**PRAYER FOR RELIEF**

WHEREFORE, Maxwell respectfully requests that this Court enter judgment in her favor and against the Estate and grant her the following relief:

A. an Order declaring that Maxwell is entitled to indemnification and advancement from the Estate and/or NES, LLC the reasonable attorneys' fees and expenses she has incurred by reason of her employment relationship with Epstein, NES, LLC, and his other affiliated businesses, including attorneys' fees incurred in connection with any threatened, pending, or completed suit, proceeding, or investigation relating thereto, security costs and costs of finding safe accommodation incurred as a result thereof, and all other expenses Maxwell has reasonably incurred and will incur in the future by reason of her prior employment relationship with Epstein, NES, LLC, and his other affiliated businesses;

B. an Order declaring that Maxwell is entitled to prejudgment interest on the reasonable attorneys' fees and other expenses for which the Estate and/or NES, LLC has failed to advance or indemnify Maxwell;

C. an Order declaring that Maxwell is entitled to recover from the Estate and/or NES, LLC the reasonable attorneys' fees and costs incurred in connection with this action;

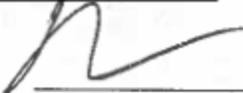
D. post-judgment interest; and

E. all such other and further relief to which Plaintiff is entitled at law and in equity or as this Court may deem just and proper.

Dated: March 12, 2020

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.  
*Attorneys for Plaintiff*  
9300 S. Dadeland Blvd., 4<sup>th</sup> Floor  
Miami, FL 33156



By:  \_\_\_\_\_

Kyle R. Waldner, Esq.  


V.I. Bar No.: 1038