



KELLERHALS FERGUSON FLETCHER KROBLIN LLP

9100 HAVENSIGHT  
PORT OF SALE STE 15-16  
ST. THOMAS, VI 00802

PHONE (340) 779-2564  
FAX (888) 316-9269  
KFFKLAW.COM

August 3, 2012

Via E-mail: [REDACTED]

Jeffrey Epstein  
ATTN: Darren Indyke  
St. Thomas, VI

**RE: Jeffrey Epstein, et al. v. Nick Lambros, et al.**  
**Civil No. 2012/ 21**  
**Our File No. 00324.030.001**

Dear Mr. Indyke:

Attached please find a copy of the following for your records:

- Order dated March 20, 2012;
- Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLC, LLC d/b/a Sound X and proposed Order;
- Entry of Default dated May 1, 2012;
- Notice of Filing dated May 7, 2012;
- Entry of Default dated May 11, 2012;
- Order dated May 30, 2012;
- Motion for Extension of Time by Which to File Plaintiffs' Motion for Default Judgment and proposed Order;
- Order dated June 22, 2012;
- Plaintiffs' Motion for Default Judgment and proposed Judgment; and
- Order dated July 24, 2012.

Please contact the undersigned if you have any questions.

Best regards,

Nicole Miller  
Legal Assistant

cc: [REDACTED]

Attachments

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS/ST. JOHN

Plaintiff  
\_\_\_\_\_  
JEFFREY EPSTEIN and L.S.J., LLC  
Vs.  
\_\_\_\_\_  
NICK LAMBROS and ACLC, LLC, d/b/a SOUND X  
\_\_\_\_\_  
Defendant

CASE NO. ST-12-CV-21

ACTION FOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JURY TRIAL DEMANDED

NOTICE  
OF  
ENTRY OF A(N) ORDER



TO: GREG J., FERGUSON, Esquire NICK LAMBROS, 1351 MULBERRY LN., CARY.,  
\_\_\_\_\_ Esquire IL 60013- VIA CERTIFIED MAIL  
\_\_\_\_\_ Esquire \_\_\_\_\_

Please take notice that on MARCH 21, 2012 Order was entered by this Court in the above-entitled matter.

Dated: MARCH 22, 2012

Venetia H. Velazquez Esq.  
Clerk of the Superior Court

By: CAMEIL A. CLARKE  
Court Clerk II

00324.301



routinely agreed to by counsel in this jurisdiction as a professional courtesy, a brief extension of time will not prejudice Plaintiffs.

Moreover, no proof of service on Defendant ACLC, LLC, has yet been filed. Because that entity operates under an assumed name, ACLC will have to be represented by counsel in this action should it be served. In the absence of proof of service upon Defendant ACLC, a brief extension of time for Defendant Lambros to respond to the Complaint will not cause meaningful delay in these proceedings. Consequently, it is

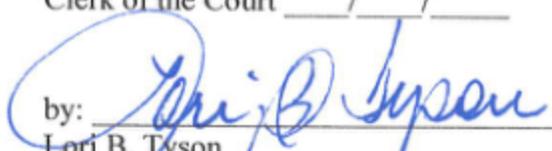
ORDERED that the time for Defendant Nick Lambros to have an attorney enter an appearance on his behalf and to move, answer, or otherwise respond to the Complaint is extended to **April 23, 2012**; and it is

ORDERED that a copy of this Order shall be served on Defendant Nick Lambros, 1351 Mulberry Ln., Cary, IL 60013, by certified mail, return receipt, and a copy shall be directed to counsel for Plaintiff.

DATED: March 20, 2012.

  
HON. MICHAEL C. DUNSTON  
JUDGE OF THE SUPERIOR COURT  
OF THE VIRGIN ISLANDS

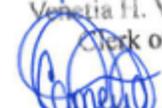
ATTEST: Venetia H. Velazquez, Esq.  
Clerk of the Court \_\_\_/\_\_\_/\_\_\_

by:   
Lori B. Tyson  
Court Clerk Supervisor 3/21/12

CERTIFIED A TRUE COPY

Date: 03/23/2012

Venetia H. Velazquez, Esq.  
Clerk of the Court

By:   
Court Clerk

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

\*\*\*\*\*

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLC, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21

ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD

JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

DATE STAMPED  
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VIRGIN ISLANDS

MOTION FOR ENTRY OF DEFAULT AS TO NICK LAMBROS &

RENEWED MOTION FOR ENTRY OF DEFAULT AS TO AVLC, LLC d/b/a SOUND X

COME NOW Plaintiffs, JEFFREY EPSTEIN and L.S.J., LLC, by and through their undersigned counsel, KELLERHALS FERGUSON LLP, and hereby move, pursuant to Federal Rule of Civil Procedure 55(a), for the entry of default as to Defendants Nick Lambros and AVLC, LLC d/b/a Sound X. The basis for said Motion is as follows:

1. On January 17, 2012, Plaintiffs filed their Complaint in the above captioned lawsuit against Nick Lambros and AVLC, LLC d/b/a Sound X.

Service on AVLC, LLC

2. AVLC, LLC is, upon information and belief, a Limited Liability Company organized under the laws of Illinois and has two listed resident agents, Susan L. Dawson and Ron Goldstein.
3. As a precaution Plaintiffs served both listed resident agents with a summons and copy of the Complaint.
4. Service on Susan L. Dawson was accomplished on February 17, 2012 at 1:20 p.m.

[EXHIBIT A]

5. Service on Ron Goldstein was accomplished on February 20, 2012 at 3:45 p.m.  
[EXHIBIT B]
6. As indicated on the Affidavits of Corporate Service attached as Exhibits A & B, both Dawson and Goldstein stated that they had the legal authority to accept service of process on behalf of AVLIC, LLC.
7. To date, AVLIC, LLC has failed to appear or otherwise defend this matter.
8. On March 20, 2012, Plaintiffs moved for the entry of default against AVLIC, LLC. That Motion is still pending before the Court and is renewed by way of the present Motion.

**Service on Nick Lambros**

9. On March 10, 2012, Nick Lambros was personally served with a summons and complaint by process server Norman White in Illinois, whose Affidavit of Personal Service is attached hereto. [EXHIBIT C]
10. On March 14, 2012, Nick Lambros sent a letter to the Court requesting additional time to retain legal representation.
11. Over opposition of the Plaintiffs, this honorable Court granted Mr. Lambros's request for an extension of time to respond to the Complaint of up to and including April 23, 2012.
12. To date, no counsel has appeared on behalf of Nick Lambros and he has failed to respond to Plaintiffs' Complaint or otherwise defend this matter, despite the affidavit of service filed with the Court and, as pointed out by the Court in its Order dated March 20, 2012, despite Nick Lambros's own admission with regard to service.

Federal Rule of Civil Procedure 55(a) states that "When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." The entry of default is appropriate here because service of process was accomplished on AVLC, LLC on February 17, 2012 and again on February 20, 2012. To date, Plaintiffs have received no responsive pleading from AVLC, LLC. Regarding Nick Lambros, he was served on March 10, 2012. Thereafter, Mr. Lambros was granted an extension of time of up to and until April 23, 2012 to respond to Plaintiffs' Complaint. Mr. Lambros failed to respond within the time ordered by the Court, and he failed to request any additional time to do so. Therefore, Plaintiffs respectfully request an order entering the Defendants into default.

**WHEREFORE**, an entry of default as to both Defendants is requested.

Dated May 1, 2012

  
**CHRISTOPHER ALLEN KROBLIN, ESQ.**  
VI Bar Association No. 966  
KELLERHALS FERGUSON LLP  
9100 Havensight  
Port of Sale, Suite 15-16  
St. Thomas, USVI 00802  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3<sup>rd</sup> day of May, 2012, I caused a true and exact copy of the foregoing **Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLK, LLC d/b/a Sound X** to be served via first class mail, postage prepaid, upon:

Nick Lambros  
1351 Mulberry Ln.  
Cary, IL 60013

Nicole Miller

In Te District Court of The Virgin Islands  
Division of St. Thomas & St. John

JEFFREY EPSTEIN AND L.S.J., LLC

Case No.: ST-12-CV-21

Plaintiff

Court Date: at

v.

NICK LAMBROS AND AVLK, LLC D/B/A SOUND X

Defendant

**AFFIDAVIT OF CORPORATE SERVICE**

That I, Norman White, hereby solemnly declare under the penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age and not a party to this action.

That on February 17, 2012 at 1:20 PM at 2775 Algonquin Rd #250 Rolling Meadows IL 60008 I served AVLK, LLC d/b/a Sound X with the following list of documents: Action for Breach of Contract and Fraud & Complaint by them and there personally delivering a true and correct copy of the documents into the hands of and leaving with Susan L. Dawson, whose Title is 5. Registered Agent.

That Susan L. Dawson stated he/she had the authority to accept as the Legal Representative for the above listed person or entity.

That the description of the person actually served is as follows:

Gender: Female Race/Skin: white Hair: Deep blonde/brown Glasses: No Age: 48 Height: 5'7" Weight: 140

That the fee for this service is \$129.90

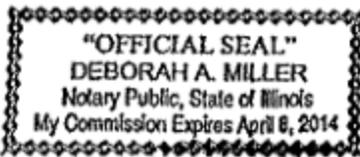
*Norman White*  
Norman White  
Due ProcessUSA, Inc.  
8950 Route 108, Suite 100  
Columbia, MD 21045

*2/20/2012*  
Executed on:

Subscribed and sworn to before me, a notary public, on this *20th* day of *February*, 2012.

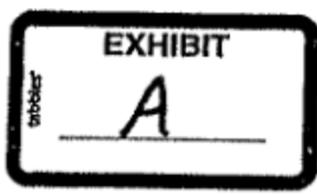
*Deborah A. Miller*  
Notary Public

My Commission Expires: *April 8, 2014*



ID: 12-047131

Client Reference: Miller/Jeffrey Epstein vs Nick Lambros, et al



In Te District Court of The Virgin Islands  
Division of St. Thomas & St. John

JEFFREY EPSTEIN AND L.S.J., LLC

Case No.: ST-12-CV-21

Plaintiff

Court Date: at

v.

NICK LAMBROS AND AVLIC, LLC D/B/A SOUND X

Defendant

**AFFIDAVIT OF CORPORATE SERVICE**

That I, Norman White, hereby solemnly declare under the penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age and not a party to this action.

That on February 20, 2012 at 3:45 PM at 778 Frontage Rd #103 Northfield IL 60093 I served AVLIC, LLC d/b/a Sound X with the following list of documents: Action for Breach of Contract and Fraud & Complaint by then and there personally delivering a true and correct copy of the documents into the hands of and leaving with Ron Golstein, whose Title is 6. Authorized Agent for Service of Process.

That Ron Golstein stated he/she had the authority to accept as the Legal Representative for the above listed person or entity.

That the description of the person actually served is as follows:

Gender: Male Race/Skin: white Glasses: No Age: 45 Height: 5'7" Weight: 150

That the fee for this service is \$189.90

*Norman White*

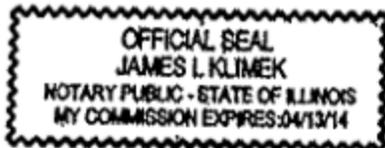
Norman White  
Due ProcessUSA, Inc.  
8950 Route 108, Suite 100  
Columbia, MD 21045

*2/20/2012*  
Executed on:

Subscribed and sworn to before me, a notary public, on this 21<sup>st</sup> day of February, 2012.

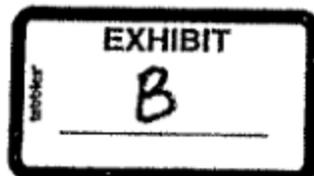
*[Signature]*  
Notary Public

My Commission Expires: 4/13/14



ID: 12-047071

Client Reference: Miller/Jeffrey Epstein vs Nick Lambros, et al



In The District Court of The Virgin Islands  
Division of St. Thomas & St. John

JEFFREY EPSTEIN AND L.S.J., LLC

Case No.: ST-12-CV-21

Plaintiff

Court Date: at

NICK LAMBROS AND AVLK, LLC D/B/A SOUND X

Defendant

**AFFIDAVIT OF PERSONAL SERVICE**

That I, Norman White, hereby solemnly declare under the penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age and not a party to this action.

That on March 10, 2012 at 6:15 PM at 1351 Mulberry Ln Cary IL 60013 I served Nick Lambros with the following list of documents: Action for Breach of Contract and Fraud & Complaint by then and there personally delivering a true and correct copy of the documents into the hands of and leaving with Nick Lambros.

That the description of the person actually served is as follows;

Gender: Male Race/Skin: white Hair: brown Glasses: No Age: 36 Height: 6'2" Weight: 200

That the fee for this service is \$106.90

*Norman White*

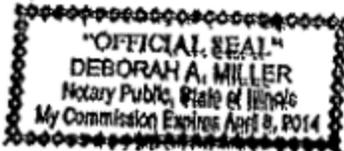
Norman White  
Due Process USA, Inc.  
8950 Route 108, Suite 100  
Columbia, MD 21045  
(800) 228-0484

3-12-2012  
Executed on:

Subscribed and sworn to before me, a notary public, on this 12th day of March, 2012.

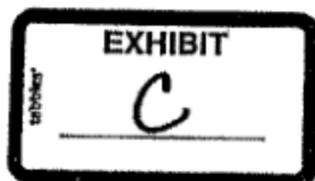
*Deborah A. Miller*  
Notary Public

My Commission Expires: April 8, 2014



ID: 12-047563

Client Reference: Miller/Jeffrey Epstein vs Nick Lambros, et al



IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS & ST. JOHN  
\*\*\*\*\*

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COPY

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLC, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
  
ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD  
  
JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

**ORDER**

BEFORE THE COURT is Plaintiffs' Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLC, LLC d/b/a Sound X. Having considered the Motion and being otherwise advised in the premise, the Court will grant the relief requested.

Accordingly, it is hereby:

**ORDERED** that Defendants Nick Lambros and AVLC, LLC d/b/a Sound X are entered into default.

Dated: \_\_\_\_\_

\_\_\_\_\_





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

JEFFREY EPSTEIN and L.S.J., LLC, )  
)  
Plaintiffs, )  
)  
-vs- )  
)  
NICK LAMBROS and AVLC, LLC )  
d/b/a SOUND X, )  
Defendants. )

CASE NO. ST-12-CV- 21

ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD

JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

DATE STAMPED  
COPY

2012 MAY -7 PM 4:38

NOTICE OF FILING

PLEASE TAKE NOTICE that the Plaintiffs, Jeffrey Epstein and L.S.J., LLC, by and through their undersigned counsel, KELLERHALS FERGUSON, LLP, hereby file the attached revised proposed order in regards to their Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLC, LLC d/b/a Sound X.

Dated May 7, 2012



CHRISTOPHER ALLEN KROBLIN, ESQ.

VI Bar Association No. 966

KELLERHALS FERGUSON LLP

9100 Havensight

Port of Sale, Suite 15-16

St. Thomas, USVI 00802

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

00324.301

EFTA00296765

**CERTIFICATE OF SERVICE**

I hereby certify that on the 7<sup>th</sup> day of May, 2012, a true copy of the foregoing **Notice of Filing** was transmitted by U.S. mail, postage prepaid to:

Nick Lambros  
1351 Mulberry Ln.  
Cary, IL 60013

Nicole Miller

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

JEFFREY EPSTEIN and L.S.J., LLC, )

Plaintiffs, )

-vs- )

NICK LAMBROS and AVLIC, LLC )  
d/b/a SOUND X, )

Defendants. )

CASE NO. ST-12-CV- 21

ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD

JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

**ORDER**

**BEFORE THE COURT** is Plaintiffs' Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLIC, LLC d/b/a Sound X. Having considered the Motion and having already entered AVLIC, LLC into default by separate Order, the Court will grant the relief requested as to Nick Lambros.

Accordingly, it is hereby

**ORDERED** that Defendant Nick Lambros is entered into default.

Dated \_\_\_\_\_

\_\_\_\_\_

xc: Christopher Allen Kroblin, Esq.



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

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLK, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
  
ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD  
  
JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

ENTRY OF DEFAULT

BEFORE THE COURT is Plaintiffs' Motion for Entry of Default as to Nick Lambros & Renewed Motion for Entry of Default as to AVLK, LLC d/b/a Sound X. Having considered the Motion and having already entered AVLK, LLC into default by separate Order, the Court will grant the relief requested as to Nick Lambros.

Accordingly, it is hereby

**ORDERED** that Defendant Nick Lambros is entered into default.

Dated MAY 11, 2012

ATTEST:  
VENETIA H. VELAZQUEZ, ESQ.  
CLERK OF THE COURT

BY: COURT CLERK *5/14/12*

xc: Christopher Allen Kroblin, Esq.

VENETIA H. VELAZQUEZ, ESQ.  
CLERK OF THE COURT

*Estrella H. George*  
ESTRELLA H. GEORGE  
ACTING CHIEF DEPUTY CLERK

CERTIFIED A TRUE COPY

Date: 5/14/12

Venetia H. Velazquez, Esq.  
Clerk of the Court

By: *[Signature]*  
Court Clerk



IN THE SUPERIOR COURT THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

JEFFREY EPSTEIN and L.S.J., LLC,

Plaintiffs,

v.

NICK LAMBROS and AVLC, LLC, d/b/a SOUND X,

Defendants.

CASE NO. ST-12-CV-21

**ORDER**

The Clerk of the Court having entered default on behalf of Plaintiff against Defendant AVLC on May 1, 2012, and against Defendant Lambros on May 11, 2012, and neither Defendant having responded to the Complaint, it is

ORDERED that by June 22, 2012, Plaintiff shall either (1) submit a motion for entry of default judgment against Defendants, (2) advise the Court of the reason the filing of such a motion would be premature or otherwise inappropriate, or (3) take other appropriate steps to move this case forward; and it is

ORDERED that a copy of this Order shall be directed to counsel for Plaintiff.

Dated: May 30, 2012.

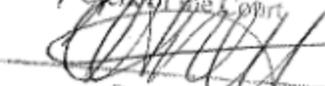
ATTEST: Venetia H. Velazquez, Esq.  
Clerk of the Court

by:   
Lori B. Tyson  
Court Clerk Supervisor 5/31/12

  
HON. MICHAEL C. DUNSTON  
JUDGE OF THE SUPERIOR COURT  
OF THE VIRGIN ISLANDS

CERTIFIED A TRUE COPY

Date:   
Venetia H. Velazquez, Esq.  
Clerk of the Court

By:   
Court Clerk

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
 DIVISION OF ST. THOMAS & ST. JOHN  
 \*\*\*\*\*

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JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLIC, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
 ACTION FOR  
 BREACH OF CONTRACT AND  
 FRAUD  
 JURY TRIAL DEMANDED  
 PUNITIVE DAMAGES SOUGHT

MOTION FOR EXTENSION OF TIME BY WHICH TO FILE PLAINTIFFS' MOTION  
 FOR DEFAULT JUDGMENT

COME NOW Plaintiffs, JEFFREY EPSTEIN and L.S.J., LLC, by and through their undersigned counsel, KELLERHALS FERGUSON FLETCHER KROBLIN LLP, and hereby move for an extension of time by which to file their Motion for Default Judgment.

The ground for said request is that although entered on May 30, 2012, the undersigned's office did not receive this Court's Order requiring the filing of a Plaintiffs' Motion for Default Judgment until June 14, 2012. As the filing deadline is June 22, 2012, Plaintiffs need additional time by which to prepare their motion.

Moreover, the Complaint seeks damages for work done in the Virgin Islands and New York and the supporting documentation for those damages is located in various locations. Plaintiffs have been gathering their evidence but owing to travel and vacation schedules of staff, Plaintiffs have been unable to finish gathering all their documents for counsel's review and inclusion in a motion for default judgment.

00324.301

Plaintiffs believe they will need an additional thirty (30) days to complete their discovery of documents supporting their claims for damages. Accordingly, an extension of time of thirty (30) days or until July 23, 2012 is requested.

**WHEREFORE**, Plaintiffs request an extension of time of thirty (30) days or, up to and including July 23, 2012, by which to file their motion for default judgment.

Respectfully,

Dated: June 20, 2012



**ERIKA A. KELLERHALS, ESQ.**  
**CHRISTOPHER ALLEN KROBLIN, ESQ.**  
VI Bar Nos. 849 and 966  
KELLERHALS FERGUSON FLETCHER KROBLIN LLP  
9100 Havensight  
Port of Sale, Suite 15-16  
St. Thomas, USVI 00802  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

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

\*\*\*\*\*

DATE STAMPED  
COPY

JEFFREY EPSTEIN and L.S.J., LLC, )

Plaintiffs, )

-vs- )

NICK LAMBROS and AVLIC, LLC )  
d/b/a SOUND X, )

Defendants. )

CASE NO. ST-12-CV- 21

ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD

JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

ORDER

BEFORE THE COURT is Plaintiffs' Motion for Extension of Time by Which to File Plaintiffs' Motion for Default Judgment. Having considered the Motion, the Court will grant the relief requested.

Accordingly, it is hereby:

**ORDERED** that Plaintiffs shall have up to and including July 23, 2012 by which to file a motion for default judgment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Michael C. Dunston

ATTEST:  
Clerk of the Court

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

xc: Christopher Allen Kroblin, Esq.

2012 JUN 20 1:42



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

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2012 JUN 20 PM 4:42

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLIC, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD  
JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

ORDER

BEFORE THE COURT is Plaintiffs' Motion for Extension of Time by Which to File Plaintiffs' Motion for Default Judgment. Having considered the Motion, the Court will grant the relief requested.

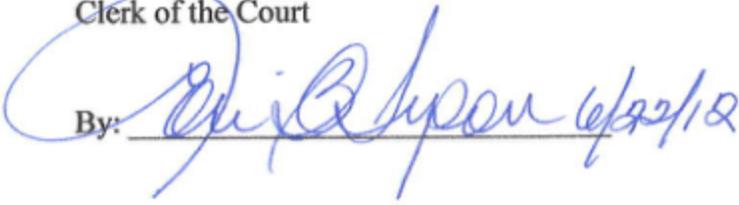
Accordingly, it is hereby:

ORDERED that Plaintiffs shall have up to and including July 23, 2012 by which to file a motion for default judgment.

Dated: JUNE 22, 2012.

  
\_\_\_\_\_  
Hon. Michael C. Dunston

ATTEST:  
Clerk of the Court

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

xc: Christopher Allen Kroblin, Esq.

CERTIFIED A TRUE COPY

Date: JUNE 23, 2012  
Venetia H. Velazquez, Esq.  
Clerk of the Court  
By:   
\_\_\_\_\_  
Court Clerk

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

\*\*\*\*\*

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLIC, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD  
JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

DATE STAMPED  
COPY

2012 OCT 23 PM 5:38

PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT

COME NOW Plaintiffs, JEFFREY EPSTEIN and L.S.J., LLC, by and through their undersigned counsel, KELLERHALS FERGUSON FLETCHER KROBLIN LLP, and hereby move for the entry of Default Judgment against the Defendants Nick Lambros and AVLIC, LLC d/b/a Sound X. (collectively "Lambros").

**I. FACTUAL SUPPORT FOR DEFAULT JUDGMENT**

In support of their Motion for Default Judgment, Plaintiffs submit the attached affidavits of Darren K. Indyke and Richard Kahn. As set forth in those affidavits, in or about December, 2010, based upon representations made by Nick Lambros over the phone to Jeffrey Epstein in New York and the Virgin Islands as to Nick Lambros's and Sound X's extensive knowledge and experience in the selection, purchasing and installation of state-of-the-art audio-visual equipment for large-scale, high-end, luxury venues, Plaintiffs hired Nick Lambros and AVLIC, LLC d/b/a Sound X (collectively hereinafter referred to as "Lambros") to recommend, select, purchase and install high quality, state-of-the-art audio-visual equipment for installation at multiple locations in a large-scale, multi-structure, multi-million dollar residence on Little Saint James Island

located in the U. S. Virgin Islands, as well as a luxury townhouse in New York City. Lambros provided Plaintiffs with a Sound X Project Summary proposal dated December 4, 2010 for a project total of \$181,241.80 and accompanying proposals for each individual project.

Based upon representations made by Lambros, Plaintiffs paid Lambros One Hundred Thirty-Five Thousand Nine Hundred Thirty-One Dollars and Thirty-Five Cents (\$135,931.35) by wire transfer on December 7, 2010 to provide to Plaintiffs equipment of make and models that Nick Lambros represented that Lambros had sold and installed several times previously and with which Nick Lambros represented that Lambros was entirely familiar. Based upon representations made by Lambros, Plaintiffs paid to fly Nick Lambros numerous times to Plaintiffs' properties on Little Saint James Island and in New York City to provide technical advice, recommendations, assistance and installation services for what was represented by Nick Lambros to be state-of-the-art audio-visual equipment, but was in fact substandard equipment that was unfit for its intended purposes.

After installation began, it became apparent that Lambros was unfamiliar with the equipment Lambros sold to Plaintiffs and that he had no experience with the installation of the same. Moreover, the equipment sold was not state-of-the-art as Plaintiffs had requested. Lambros admitted as much in an e-mail to Epstein sent January 21, 2011. Plaintiffs incurred numerous expenses in remedying Lambros's defective work. Plaintiffs also incurred expenses in paying for Lambros to come to the Virgin Islands as well as John Bransky (who assisted Lambros) in an attempt to fix the problems cause by Lambros. Plaintiffs incurred project oversight costs in having to rectify the problems caused by Lambros's failure to install proper equipment. Lambros knew he was not qualified to select and install the equipment the Plaintiffs

required. He nevertheless misrepresented that he could select and install the equipment required by Plaintiffs and he intended the Plaintiffs to rely on his statements.

The damages caused by Lambros were caused by his intentional misrepresentations and/or gross negligence. As a result, Plaintiffs suffered significant economic harm as detailed above and significant delay in obtaining the sound systems for which they had originally contracted. They, to date, have not obtained the state-of-the-art sound system for which they originally contracted.

## II. DAMAGES SOUGHT

Federal Rule of Civil Procedure 55 allows this Court to enter default judgment against a party entered into default. Here, both defendants have been entered into default. Therefore, based on the attached affidavits and their accompanying authenticated documents, Plaintiffs seek damages as follows:

- A. Cost of replacement equipment and re-installation of projector in the amount of \$15,689.98.
- B. Cost of replacement equipment from Full Compass Systems in the amount of \$9,746.06.
- C. Cost to hire James McNeil to install replacement equipment in the amount of \$1,314.00.
- D. Cost of Audio Video Salon charges for services related to replacement of equipment installed by Lambros in the amount of \$700.00.
- E. Labor, equipment, and travel expenses in the amount of \$135,931.35 paid for by Plaintiffs to Lambros for equipment and installation of state-of-the-art sound systems,

which never ultimately worked as required and could never work as the equipment supplied is not state-of-the-art sound equipment.

F. Additional travel costs and expenses related to attempts to fix the sound systems in the amount of \$5,419.17.

G. Additional costs in labor resulting from having to fix the problems cause by Lambros's gross negligence in the amount of \$27,200.00.

Accordingly, Plaintiffs seek actual contractual and consequential damages in the amount of \$196,000.56. In addition, Plaintiffs seek punitive damages of 50% of the total actual damages (\$98,000.28) as a result of Lambros's gross negligence and intentional false misrepresentations regarding his ability to deliver a suitable sound system product as required.

**WHEREFORE** Plaintiffs request a total award of damages in the amount of \$294,000.84 plus prejudgment and post judgment interest, and all other damages that are just and proper.

Respectfully,

Dated: July 23, 2012



**CHRISTOPHER ALLEN KROBLIN, ESQ.**

VI Bar Association No. 966

KELLERHALS FERGUSON FLETCHER KROBLIN LLP

9100 Havensight

Port of Sale, Suite 15-16

St. Thomas, USVI 00802

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]



*Epstein & L.S.J., LLC. v. Lambros & AVL, LLC*  
*Affidavit*

*Civil No. 12 - 21*  
*Page 2*

represented by Nick Lambros to be state of the art audio-visual equipment, but was in fact substandard equipment that was unfit for its intended purposes.

6. After installation began, it became apparent that Lambros was unfamiliar with the equipment Lambros sold to Plaintiffs and that he had no experience with the installation of the same. Lambros admitted as much in an e-mail to Epstein sent January 21, 2011.

7. Plaintiffs incurred numerous expenses in remedying Lambros's defective work, Plaintiffs also incurred expenses in paying for Lambros to come to the Virgin Islands as well as John Bransky (who assisted Lambros) in an attempt to fix the problems cause by Lambros. Plaintiffs incurred project oversight costs in having to rectify the problems caused by Lambros's failure to install proper equipment.

8. Lambros knew he was not qualified to select and install the equipment the Plaintiffs required. He nevertheless misrepresented that he could select and install the equipment required by Plaintiffs and he intended the Plaintiffs to rely on his statements.

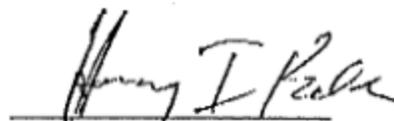
9. The damages caused by Lambros were caused by his intentional misrepresentations and/or gross negligence.

10. As a result Plaintiffs suffered significant economic harm as detailed above and significant delay in obtaining the sound systems for which they had originally contracted.

FURTHER SAYETH AFFIANT NOT.

  
Darren K. Indyke

SUBSCRIBED AND SWORN before me on this the 23 day of July, 2012.

  
Notary Public

HARRY I. BELLER  
Notary Public, State of New York  
No. 01BE4853924  
Qualified in Rockland County  
Commission Expires Feb. 17, 2014

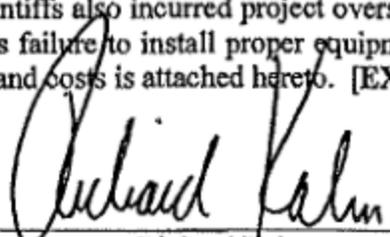


*Epstein & L.S.J., LLC. v. Lambros & AVL, LLC*  
*Affidavit*

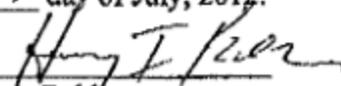
*Civil No. 12 - 21*  
*Page 2*

5. Plaintiffs paid to fly Nick Lambros numerous times to Plaintiffs' properties on Little Saint James Island and in New York City to provide services.
6. Lambros sent Epstein an e-mail to Epstein regarding his work on January 21, 2011, a true and accurate copy of which is attached hereto. [EXHIBIT C]
7. On March 6, 2012, Richard Barnett sent Epstein an e-mail regarding a projector which failed to function at Epstein's residence in New York. A true and accurate copy of that e-mail is attached here to. [EXHIBIT D]
8. On July 17, 2012, Cutting-Edge Systems, Inc. submitted a proposal for replacing the projector installed by Lambros in the amount of \$15,689.98. A true and accurate copy of that proposal is attached hereto. [EXHIBIT E]
9. On September 23, 2011, Plaintiffs purchased replacement equipment, to replace equipment provided and installed by Lambros, in the amount of \$9,746.06 from Full Compass Systems. True and accurate documents maintained by Plaintiffs related to that purchase are attached hereto. [EXHIBIT F]
10. In November, 2011, Plaintiffs hired James MacNeil to install replacement equipment for the equipment installed by Lambros and to correct the defective installation done by Lambros. MacNeil's services cost Plaintiffs \$1,314.00. A true and accurate copy of the invoice and the record of payment of the same is attached hereto. [EXHIBIT G]
11. On or about December 2, 2011, Audio Video Salon charged Plaintiffs \$700.00 for services related to the replacement of the equipment installed by Lambros. A true and accurate copy of Plaintiff's records regarding this expense is attached hereto. [EXHIBIT H]
12. In addition to the foregoing expenses, Plaintiff's incurred expenses in paying for Lambros to come to the Virgin Islands as well as John Bransky (who assisted Lambros) in an attempt to fix the problems cause by Lambros. Plaintiffs also incurred project oversight costs in having to rectify the problems caused by Lambros's failure to install proper equipment. A true and accurate summary of those additional expenses and costs is attached hereto. [EXHIBIT I]

FURTHER SAYETH AFFIANT NOT.

  
 Richard Kahn

SUBSCRIBED AND SWORN before me on this the 23 day of July, 2012.

  
 Notary Public  
 HARRY I. BELLER  
 Notary Public, State of New York  
 No. 01BE4853924  
 Qualified in Rockland County  
 Commission Expires Feb. 17, 2014

From: nick lambros <nlanbros@gmail.com>

Date: Mon, 6 Dec 2010 10:27:04 -0600

To: [REDACTED]

Subject: Re: Per JE's request

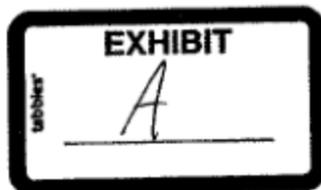
Here is new quote without PMG:

He sent me a email this morning that was cc'd to Rich for a 50% deposit of 90k that's not going to be enough need 75-80 at least now that we gave 10% discount

You know getting remained doesn't always go so quick and i can't afford to front it.

How do I proceed.

Also still think he is making big mistake removing speakers and not going 3D!!!!!! just for the record



On Sun, Dec 5, 2010 at 1:27 PM, Nick Lambros <nlambros@gmail.com> wrote:  
Ok

Sent from my iPhone

On Dec 5, 2010, at 12:31 PM, [REDACTED] wrote:

If it's not too much trouble, I think you should remove from quote and just re-send to me so we are all on same page tomorrow.  
This way Rich Kahn can have some paper work back up for getting you a lot of cash for ordering equipment.  
Thx

Sent via BlackBerry by AT&T

From: Nick Lambros <nlambros@gmail.com>  
Date: Sat, 4 Dec 2010 18:11:03 -0600  
To: [REDACTED]  
Subject: Re: Per JE's request.

Whatever I don't need to redo quite do I? Just remove from quote on my end right?

Sent from my iPhone

On Dec 4, 2010, at 5:57 PM, [REDACTED] wrote:

Sounds like he'll keep what currently there, I think

Sent via BlackBerry by AT&T

From: nick lambros <nlambros@gmail.com>  
Date: Sat, 4 Dec 2010 17:35:16 -0600  
To: [REDACTED]  
Subject: Re: Fw: Per JE's request.

What Speakers does he want to use? In the 6th floor then?

On Sat, Dec 4, 2010 at 4:24 PM, [REDACTED] wrote:

Sent via BlackBerry by AT&T

From: Jeevacation [REDACTED]  
Date: Sat, 4 Dec 2010 17:22:16 -0500  
To: Lejet [REDACTED]  
Subject: Re: Per JE's request

2012 JUL 23 1:19:05

No pmc speakers

Sorry for all the typos. Sent from my iPhone

On Dec 4, 2010, at 4:49 PM, Lyjet [REDACTED] wrote:

From: Nick;

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

From: nick lambros <n.lambros@gmail.com>

To: [REDACTED]

Sent: Sat, Dec 4, 2010 4:14 pm

Subject: Per JE's request

Larry, just to make the deal happen I agreed to take 10% off all electronics. Excluding Apple which there is no mark up on and small parts.

New total \$209,185.80 that's a \$18,040.00 discount.

Let me know.

Nick Lambros  
Sound X  
360 W. Northwest Highway  
Office [REDACTED]

<JE\_LSI\_REV7\_12-4-2010.pdf>

Nick Lambros  
Sound X  
360 W. Northwest Highway  
Office 847-382-3911

Nick Lambros  
Sound X  
360 W. Northwest Highway  
Office 847-382-3911

PROPOSAL

Date: 12/4/2010



The Ultimate in Home and Movie Entertainment

360 WEST NORTHWEST HIGHWAY

ILLINOIS 60010

OFFICE

847-392-3917 FAX

mck@soundxonline.com

TERMS AND CONDITIONS

- 1) 80% DEPOSIT UPON SIGNING
- 2) 20% PAYMENT UPON 100% COMPLETION OF THE JOB.
- 3) LABOR WILL BE BILLED DAILY AT \$800. PER TECHNIAN
- 4) Freight is not included and freight will be invoiced to end user at our cost.

NAME: Jeffrey Epstein

Address:

City/ST:

Phone #:

EMAIL:

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
-----	----	-------	--------	-------------	-------	-------

Project Summary

Equipment Total	\$155,481.00	This is including 2D projector Option
Labor	\$22,400.00	This is LSJ and NYC (\$800 per day per Tech.)
Estimated Travel	\$3,360.80	This is 2 round Trip tickets to NYC and 4 Round Trips to LSJ
<b>Project Total</b>	<b>\$181,241.80</b>	

Housing for LSJ will be at Enad's

Housing for NYC will be at 301.

All Freight will be provided via Enad.

	Equipment	Labor	Total
LSJ Theater	\$80,700.00	\$3200.00	\$83900.00
LSJ Master	\$9,885.00	\$3200.00	\$13085.00
LSJ Gym	\$13,307.00	\$3200.00	\$16507.00
LSJ Yki	\$13,217.00	\$3200.00	\$16417.00
LSJ Pool	\$16,042.00	\$3200.00	\$21242.00
71st 6th Floor	\$20,350.00	\$6400.00	\$26750.00
<b>Total:</b>		<b>\$22,400.00</b>	<b>\$177881.00</b>

PAGE 1

If approved please fax back each page:

PROPOSAL



The Ultimate in Home and Marine Entertainment

360 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 60010  
847-382-3911 OFFICE  
847-382-3917 FAX  
rick@soundxonline.com

Date 12/4/2010

TERMS AND CONDITIONS

- 1) 10% DEPOSIT UPON SIGNING
- 2) 20% PAYMENT UPON 100% COMPLETION OF THE JOB
- 3) LABOR WILL BE BILLED DAILY AT \$80. PER TECHNICIAN
- 4) Freight is not included  
all Freight will be invoiced to and user at our cost.

NAME Jeffrey Epstein  
Address \_\_\_\_\_  
City/ST \_\_\_\_\_  
Phone # \_\_\_\_\_  
EMAIL \_\_\_\_\_

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
-----	----	-------	--------	-------------	-------	-------

Pool System

4	ea.	EV	300 PI	Outdoor Speakers	\$900.00	\$3,240.00
4	ea.	EV	122PI	Dual 12" Subwoofer enclosure	\$700.00	\$2,820.00
3	ea.	EV	1212	1200w X 2 Amplifier	\$1,600.00	\$4,820.00
1	ea.	EV	DX46	Equalizer		\$1,350.00
1	ea.	Apple	Apple TV	Apple TV		\$107.00
1	ea.	Apple	ipad	ipad		\$535.00
1	ea.	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea.	ROL	Interconnects	XLR Etc.		\$350.00
8	ea.	Windy City	500' spool	12 gauge 4 conductor	\$400.00	\$3,200.00
1	ea.	Monster	ProPower 3600	Power Conditioner		\$585.00
1	ea.	Snap Av	SM-Rack-12u	Electronic Rack Enclosure		\$405.00
1	ea.	Peira	D/A	Analog Audio		\$450.00
1	ea.	Crestron	Program	ipad Program		\$800.00
2	ea.	Sound X	Labor	2 Technicians	\$1,600.00	\$3,200.00

\* please note that it will take 4 weeks from the date of ordering to obtain the EV Speakers they are made to order

Total \$21,242.00

PAGE 2

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Date: 12/4/2010



The Ultimate In Home and Marine Entertainment

360 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 60010  
847-382-3911 OFFICE  
847-382-3917 FAX  
nick@soundxonline.com

TERMS AND CONDITIONS

- 1) 20% DEPOSIT UPON SIGNING
- 2) 10% PAYMENT UPON 100% COMPLETION OF THE JOB.
- 3) LABOR WILL BE BILLED DAILY AT \$80. PER TECHNICIAN
- 4) Freight is not included  
all Freight will be invoiced to end user at our cost.

NAME Jeffrey Epstein

Address

City/St

Phone #

EMAIL

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
<b>TIKI HUT</b>						
4	ea	EV	ZX11	Outdoor Speakers	\$450.00	\$1,820.00
2	ea	EV	122PI	Dual 12" Subwoofer enclosure	\$700.00	\$1,260.00
2	ea	EV	1212	1200w X 2 Amplifier	\$1,600.00	\$2,880.00
1	ea	EV	DX46	Equalizer		\$1,350.00
1	ea	Apple	AppleTV	Apple TV		\$107.00
1	ea	Apple	ipad	ipad		\$535.00
1	ea	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea	RD	interconnects	XLR Etc.		\$350.00
1	ea	Petra	DIA	Analog Audio		\$500.00
1	ea	Windy City	600' spool	12 gauge 4 conductor		\$400.00
1	ea	Monster	ProPower 3500	Power Conditioner		\$385.00
1	ea	Enigma	Custom	Sealed Rack Enclosure		\$2,250.00
1	ea	Cresford	Program	ipad Program		\$800.00
2	ea	Sound X	Labor	2 Technicians	\$1,600.00	\$3,200.00
					<b>Total:</b>	<b>\$16,417.00</b>

\* please note that it will take 4 weeks from the date of ordering to obtain the EV Speakers they are made to order

PAGE 3

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PROPOSAL



The Ultimate In Home and Marine Entertainment

360 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 80010  
847-382-3911 OFFICE  
847-382-3917 FAX  
nick@soundxonline.com

Date 12/4/2010

TERMS AND CONDITIONS

- 1) 25% DEPOSIT UPON SIGNING
- 2) 25% PAYMENT UPON 100% COMPLETION OF THE JOB
- 3) LABOR WILL BE BILLED DAILY AT \$800 PER TECH/ITIAN
- 4) Freight is not included
- 5) Freight will be invoiced to end user at our cost

NAME Jeffrey Epstein

Address

City/ST

Phone #

EMAIL

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
<b>LSJ GYM</b>						
2	ea	EV	CP4000S	2x1400 watt amplifier	\$2,300.00	\$4,140.00
2	ea	EV	1212	1200w X 2 Amplifier	\$1,800.00	\$2,880.00
1	ea	Sunfire	Preamp 40t	Preamp w HDMI Switching	Palm Beach	House
1	ea	EV	DX48	Equalizer		\$1,350.00
1	ea	Crestron	DP2E	Processor		\$1,710.00
1	ea	Apple	AppleTV	Apple TV		\$107.00
1	ea	Apple	Ipad	Ipad		\$535.00
1	ea	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea	RDL	Interconnects	XLR Etc		\$350.00
1	ea	Apple	Crestron	Application		\$100.00
1	ea	Crestron	Program	Ipad Program		\$800.00
1	ea	Vance	SCHDMI	HDMI Baulin		\$855.00
4	ea	Snap AV		Rack Shelves	\$75.00	\$300.00
2	ea	Sound X	Labor	2 Technitions	\$1,600.00	\$3,200.00
					<b>Total</b>	<b>\$16,507.00</b>

PAGE 4

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The Ultimate In Home and Marine Entertainment

380 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 60010  
847-382-3911 OFFICE  
847-382-3917 FAX  
nick@soundxonline.com

Date: 12/4/2010

TERMS AND CONDITIONS

- 1) 50% DEPOSIT UPON SIGNING
- 2) 20% PAYMENT UPON 100% COMPLETION OF THE JOB
- 3) LABOR WILL BE BILLED DAILY AT \$100. PER TECHNIAN.
- 4) Freight is not included all Freight will be Invoiced to and user at our cost.

NAME: Jeffrey Epstein

Address:

City/St:

Phone #:

EMAIL:

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
<u>6th Floor NYC</u>						
1	ea	Sony	Qualia	From LSJ	From LSJ	Theater
1	ea	Peerless	URG300	Projector mount		\$315.00
2	ea	Sunfire	TSE12	Dual 12" 2700watt Subwoofer	\$2,300.00	\$4,140.00
1	ea	Sunfire	Preamp 401	Preamp w HDMI Switching		\$3,150.00
2	ea	Sunfire	Amp 7401	5 Channel 400 watt per channel	\$4,250.00	\$7,650.00
1	ea	Denon	BD	Blu-Ray Player		\$630.00
1	ea	Apple	AppleTV	Apple TV		\$107.00
1	ea	Apple	Ipad	Ipad		\$535.00
1	ea	Apple	Mac Mini	Main Hard Drive 2.4 GHz 320 gig		\$748.00
1	ea	Apple	Drestron	Application		\$100.00
1	ea	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea	Audio Control	Bjour	Speaker Equalizer		\$945.00
1	ea	Crestion	Program	New Remote Control Program		\$1,500.00
1	ea	Monstler	Interconnect	Package HDMI - Digital Audio		\$350.00
4	ea	Sound X	Labor	2 Technitions	\$1,600.00	\$6,400.00
					<b>Total</b>	<b>\$25,750.00</b>

\* Might need a New Lens for  
Qualia projector  
We will be utilizing the existing Screen

2012 JUL 23 PM 5:35

PAGE 5

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The Ultimate in Home and Marine Entertainment

360 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 60010  
847-382-3911 OFFICE  
847-382-3917 FAX  
rick@soundxonline.com

Date 12/4/2010

TERMS AND CONDITIONS

- 1) 30% DEPOSIT UPON SIGNING
- 2) 20% PAYMENT UPON 100% COMPLETION OF THE JOB
- 3) LABOR WILL BE BILLED DAILY AT \$60. PER TECHNICIAN
- 4) Freight is not included. All Freight will be invoiced to and very at our cost.

NAME: Jeffrey Epstein

Address

City/ST

Phone #

EMAIL

QTY	PR	BRAND	PART #	DESCRIPTION	PRICE	TOTAL
<b>Master Bedroom LSJ</b>						
1	ea	Samsung	UN6500	65" LED LCD TV		\$3,690.00
1	ea	Peerless	FLWG	Flat Wall Mount		\$315.00
1	ea	Sunfire	TG3	Preamp	From LSJ	Theater
2	ea	Sunfire	Cinema Grand	5 Channel Amplifier	From LSJ	Theater
1	ea	Creston	CP2E	Processor		\$1,710.00
1	ea	Apple	AppleTV	Apple TV		\$107.00
1	ea	Apple	Ipad	Ipad		\$535.00
1	ea	Apple	Mac Mini	Main Hard Drive 2.4 GHz 320 gb		\$748.00
1	ea	Apple	Creston	Application		\$100.00
1	ea	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea	Audio Control	Bjour	Speaker Equalizer		\$945.00
3	ea	B & W		Speakers	Palm Beach	Master
6	ea	Etherial	2m	HDMI Cable	\$55.00	\$275.00
1	ea	Etherial	4m	HDMI Cable		\$110.00
1	ea	Creston	Program	Ipad Program		\$800.00
1	ea	Etherial	Misc	Small Parts		\$350.00
1	ea	Monster	ProPower 3500	Power Conditioner	Palm Beach	Master
2	ea	Klipsch		Subwoofers	Palm Beach	Master
2	ea	Sound X	Labor	2 Technicians	\$1,600.00	\$3,200.00
					<b>Total</b>	<b>\$13,065.00</b>

PAGE 6

If approved please fax back each page:

PROPOSAL



The Ultimate in Home and Marine Entertainment

300 WEST NORTHWEST HIGHWAY  
BARRINGTON, ILLINOIS 60010  
847-382-3911 OFFICE  
847-382-3917 FAX  
nick@soundxonline.com

Date 12/4/2010

TERMS AND CONDITIONS

- 1) 50% DEPOSIT UPON SIGNING.
- 2) 40% PAYMENT UPON DELIVERY OF ALL EQUIPMENT TO JOB SITE.
- 3) 10% PAYMENT UPON 100% COMPLETION OF THE JOB.
- 4) LABOR WILL BE BILLED WEEKLY AT TIME AND MATERIAL.
- 5) SEE ATTACHED TERMS AND CONDITIONS FOR FURTHER INFO.

NAME Jeffrey Epstein

Address

City/St

Phone #

EMAIL

LSJ Theater

1	ea	Digital Projection	Titan Reference	2D Projector		\$58,500.00
1	ea	Digital Projection	Titan Reference	Enclosure for Noise		\$4,050.00
1	ea	Sunfire	Preamp 401	Preamp w HDMI Switching		\$3,150.00
2	ea	Sunfire	Amp 7401	7 Channel 400 watt per channel	\$4,260.00	\$7,650.00
1	ea	Creston	CP2E	Processor		\$1,710.00
1	ea	Apple	AppleTV	Apple TV		\$107.00
1	ea	Apple	Ipad	Ipad		\$535.00
1	ea	Apple	Mac Mini	Main Hard Drive 2.4 GHz 320 gig		\$748.00
1	ea	Apple	Creston	Application		\$100.00
1	ea	Apple	Airport Extreme	Wireless switch		\$180.00
1	ea	Audio Control	Biqu	Speaker Equalizer		\$945.00
5	ea	Etherial	2m	HDMI Cable	\$55.00	\$275.00
1	ea	Etherial	4m	HDMI Cable		\$110.00
10	ea	RDI	2m	XLR Cables	\$32.00	\$320.00
1	ea	Creston	Program	Ipad Program		\$900.00
1	ea	Etherial	Misc	Small Parts		\$350.00
4	ea	Klipsch	Replacement	Twelveare	\$325.00	\$1,170.00
2	ea	Sound X	Labor	2 Technicians	\$1,600.00	\$3,200.00
					<b>Room Total</b>	<b>\$83,900.00</b>

PAGE 7

If approved, please fax back each page:

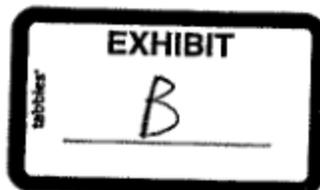
**Sound X - Nick Lambros  
LSJ & NES Summary**

<u>Project</u>	<u>Equipment</u>	<u>Additional Equipment Added</u>	<u>Labor</u>	<u>Total</u>
LSJ Theater	80,700.00		3,200.00	83,900.00
LSJ Master	9,865.00	600.00 c	3,200.00	13,665.00
LSJ Gym	13,307.00	3,500.00 a	3,200.00	20,007.00
LSJ Tiki	13,217.00		3,200.00	16,417.00
LSJ Pool		b		0.00
Travel		d		3,360.80
NES -6th Floor	20,350.00	3,500.00 a	6,400.00	30,250.00
<b>Total</b>	<b>137,439.00</b>	<b>7,600.00</b>	<b>19,200.00</b>	<b>167,599.80</b>

Total Paid - 12-7-2010 via wire 135,931.35

**NOTES**

- a Added Denon receiver with approximate cost of 3,500 per unit  
Nick has not yet sent additional invoice for this
- b Original equipment cost was 18,042 of which Larry has in our possession in Florida
- c Added DVD player with approximate cost of 600  
Nick has not yet sent additional invoice for this
- d Includes 2 round trip tickets to NYC and 4 round trip tickets to LSJ



From: "nick lambros" <n.lambros@gmail.com>  
Subject: Nick Lambros  
Date: January 21, 2011 12:28:06 PM EST  
To: "Jeffrey Epstein" <[REDACTED]>  
Cc: [REDACTED]

Mr Epstein,

First and foremost I would like to apologize for all the problems and misunderstandings that occurred over the past week. It seemed what ever could go wrong went wrong for me. I have been supplying all your Home Theater needs for about nine years and this would be the first time that you have not been happy with my work. I have made lots of recommendations over the years and over all I think you've been happy with them. This time I did not do so well. I would like the opportunity to make it right for you and make you happy. I take pride in my work and my number one priority is to please my customers.

I would appreciate the opportunity to finish the project we started on LSI by offering the following:

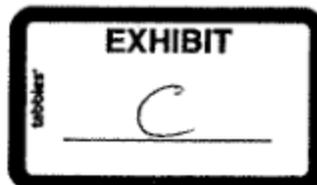
- 1- I have been in contact with DPI and they have agreed to letting us exchange our 2D for the 3D projector.
- 2- I will process the exchange for my dealer cost between the two projectors \$11,900
- 3- Because of the situation we won't have to wait the normal 3-4 week build time DPI will bump someone else for a estimated 10 day turn around
- 4- I would bring in the Head of DPI Technical with your approval to come and do a full calibration at my expense \$4500.00 on the projector to ensure the highest level of picture quality.
- 5- I will keep the 2 New Laps out of the 2D Titan for spares for you \$3184
- 6- Purchase the Audyssees License and Professional Mic needed for set up at my expense also \$750
- 7- Would provide the Denon or Marantz digital receiver with Airplay for the gym at my cost your choice.
- 8- I will return all the EV speakers
- 9- Remove all IR remotes and replace with a programmed Universal remote
- 10- Take Back Any equipment at 73rd street you would also like to return or exchange.
- 11- Promise you I will never install a piece of equipment again that I'm not already completely familiar with all programming

I hope you will please reconsider your decision.

Thank you for you time,

Nick Lambros

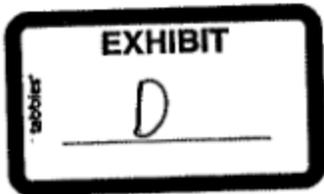
Nick Lambros  
Sound X  
360 W. Northwest Highway  
Office 847-382-3911



From: Jeffrey Epstein  
Subject: Re: 6th fl movie room theater system not operating  
Date: March 5, 2012 1:10:33 PM EST  
To: Richard Barnett  
Cc: Karen Gordon, Darren Indyke <DKIESQ@aol.com>, Richard Kahn

On Tue, Mar 6, 2012 at 1:07 PM, Richard Barnett <rbn156@nisd.com> wrote:  
Good afternoon Mr. Epstein I am just following up on the 6th fl movie room theater system the last time Scott Dennett was at the house he check the apple tv on the 6th fl theater and found the sony projector not working. Scott said he was going to report it to you and felt it was time for you to change the projector out. I checked the system out my self and could not get it to play DVD's or apple tv the projector lens does not open. I also checked all electrical breakers that feed the equipment and found all breakers normal. I did not hear anything else about the projector being replaced or see any repair technician scheduled to check the projector and system out. Do I call Nick Lambrose back or should I call a local company to see if the projector can be fixed. I asked around and have a number for a company called E-Home at 1-800-232-6651. Would you like me to call them in to check this, or how would you like to proceed. Thanks Richard

\*\*\*\*\*  
The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Jeffrey Epstein.  
Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to [redacted] and destroy this communication and all copies thereof, including all attachments. Copyright all rights reserved.



Presented By:

Created: 5/7/2012

Modified: 7/17/2012



Cutting-Edge Systems, Inc  
85-41, 91st Street,  
Woodhaven, NY 11421.  
718-850-7752

swap projector and re-program Creston  
Epstein  
9 east 71st street  
New York New York 10021-4102

Qty	Description	Price
<b>Media Room</b>		
1	Chief Manufacturing RPMUBK Universal ceiling mount for projector	229.00
1	CES 1-2" Flange Flange for projector mount installation	30.00
1	JVC DLA-RS65U REFERENCE SERIES D-ILA 3D 1080p up to 4X 1080P (4K) capable, 120,000:1 contrast ratio.	11,995.00
2	JVC PKAG2BP 3D GLASSES	358.00
1	JVC PKEM1P 3D EMITTER	79.00
<b>Project Subtotal:</b>		<b>\$12,691.00</b>



**Project Summary**

Equipment:	\$12,691.00
Install Labor:	\$1,720.00
Sales Tax:	\$1,126.33
Labor Sales Tax:	\$152.65
<b>Grand Total:</b>	<b>\$15,689.98</b>

\_\_\_\_\_  
Owner:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor: Cutting-Edge Systems, Inc

DATE: \_\_\_\_\_

**JEFFREY E. EPSTEIN**

Memorandum

To: Janet, JP Morgan  
From: Harry Beller *Harry Beller*  
Date: September 23, 2011  
Re: Jeffrey Epstein  
Account # [REDACTED]

\*\*\*\*\*  
Please wire Nine Thousand Seven Hundred Forty Six Dollars & 06/100 (\$9,746.06) from  
the above account to:

For Credit to: JP Morgan Chase Bank  
22 East Mifflin St  
Madison, WI 53703  
ABA #: [REDACTED]  
For the account #: Full Compass Systems  
Account #: [REDACTED]  
Reference: Customer Number [REDACTED] 720

2012 JUL 23 PM 5:56





## CUSTOMER PAYMENT INSTRUCTIONS

### By Mail (as of April 2011):

Full Compass Systems  
9770 Silicon Prairie Pkwy  
Madison, WI 53593-8442

### By Wire:

JP Morgan Chase Bank  
22 East Mifflin St  
Madison, WI 53703

ABA Routing: [REDACTED]  
Checking Account: [REDACTED] (Full Compass Systems)  
Swift Code: [REDACTED]

shared/ECS/Procedures/Account/Customer Payment Instructions  
as of March 29, 2010

\*\*\*\*\* QUOTE \*\*\*\*\*  
 From: Full Compass Systems, LTD QUOTE #: 881917  
 9770 Silicon Prairie Pkwy Print Date: 09/22/2011 15:19:46  
 Madison WI 53593-8442  
 [Redacted] Quote Date: 09/22/2011  
 Fax # [Redacted] Operator: tallrd  
 Bill: Customer # 1007720 Ship To: Cus/Adr # 1007720 AB  
 VISOSKI, LARRY  
 [Redacted] FL

Order By	SlsPsn	Ship Via	Freight	Ty	Login
LARRY VISOSKI	tallrd	UPS GRND RESID.	FLAT RT	0	tallrd

Item	Quantity Ordered	Unit Price	Extended Price
OSLO-18-SUBWOOFER Subwoofer, 18", Weatherprf, 1354	2	1333.580	2667.160
DROPSHIP-FEE-INHOUSE IN HOUSE DROP SHIP	1	25.000	25.000
CAIRO-15/C-TOUR Spkr 2way Full Range WthrRstnt	4	1667.250	6669.000
		*DROPSHIP PROCESSING	

\*\*\*\*\*

Subtotal	9361.16
Shipping	384.90
Insurance	0.00
***** Taxable Amt	9746.06
Tax NTX NO TAX	0.00%
Total	9746.06

Fein 39-1279698

*[Handwritten Signature]*  
 9/23/11

\*\*\*\*\* QUOTE \*\*\*\*\*  
 From: Full Compass Systems, LTD QUOTE #: 881917  
 9770 Silicon Prairie Pkwy Print Date: 09/22/2011 15:19:46  
 Madison WI 53593-8442  
 608-831-7830 Quote Date: 09/22/2011  
 Fax # 608-831-6330 Operator: tallrd

Bill: BRICE GORDON/LSI

Ship To: BRICE GORDON/LSI

Order By	SlpPsn	Ship Via	Freight	Ty	Login
LARRY VISOSKI	tallrd	UPS GRND RESID.	FLAT RT	O	tallrd
Item	Quantity	Unit	Extended		
OSLO-18-SUBWOOFER	Ordered	Price	Price		
Subwoofer, 18", Weatherprf, 1364	2.	1333.580	2667.160		
DROPSHIP-FEE-INHOUSE	1.	25.000	25.000		
IN HOUSE DROP SHIP					
CAIRO-15/C-TOUR	4.	1667.250	6669.000		
Spkr. 2way Full Range WchrRstnt					

MADE IN THE USA

	Subtotal	9361.16
	Shipping	384.90
	Insurance	0.00
* Taxable Amt.	9746.06	
* Tax NTK NO TAX	0.00%	Tax 0.00
*		Total 9746.06

Fein 39-1279698

\*\*\*\*\* EMAILED INVOICE \*\*\*\*\*

From: Full Compass Systems, LTD  
 9770 Silicon Prairie Pkwy  
 Madison, WI 53593-8442  
 Fax # [REDACTED]

INVOICE #: 4079727  
 Invoice Date: 10/06/2011 10:31:41  
 Sales Order #: 2471301  
 Sales Order Date: 09/22/2011 15:20:21  
 Operator: brooke

Bill: Customer # 1007720

Ship To: Cus/Adr # 1007720 AB

NEW YORK NY 10065

FL

PO # VERBAL

\*\* All Past Due Accounts will be charged 1.50% monthly \*\*

Order By	SlsPsn	Ship Via	P.O.B.	Freight	Boxes	Ty	Login
LARRY VISOSKI	tallrd	BEST PRICE RESD	MADISON	FLAT RT	0	O	tallrd

Item	Quantity Ordered	Quantity Shipped	Unit Price	Extended Price
OSLO-18-SUBWOOFER Subwoofer, 18", Weatherprf, 1364	2.	2.	1333.580	2667.160
DROPSHIP-FEE-INHOUSE IN HOUSE DROP SHIP	1.	1.	25.000	25.000
CAIRO-15/C-TOUR Spkr 2way Full Range WthrRstnt	4.	4.	1667.250	6669.000

10/06/2011 11:51:23 PM

REMIT PAYMENT TO:  
 Full Compass Systems, Ltd  
 9770 Silicon Prairie Pkwy  
 Madison, WI 53593  
 Please include invoice  
 number with payment.  
 Fein 39-1279698

\* Inv: 4079727  
 \* Tax NTX NO TAX  
 \* Payments  
 \* Pay Info  
 \* Terms CASH W/ORDER

Subtotal	9361.16
Shipping/Handling	384.90
Expedite	0.00
0.00% Tax	0.00
Total	9746.06
Paid	0.00
Prepaid	9746.06
BALANCE DUE	0.00

Cus #	Name/Phone	Contact/Slspsn	Terms/Order Source
1007720	VISOSKI, LARRY [REDACTED]	VISOSKI tallrd	Trm Not On File QUOTE ORDER

===== INVOICES =====

Trx #	Ty	Trx Date	App To	Bal Due	SO #	Amount	Terms
		Ship Code	Manifest #		Handling (RA Cat/Rsn)		Comments/PO #
4079727	I	10/06/2011		0.00	2471301	9746.06	
10:31:41		BWPR			384.90		VERBAL CASH W/ORDER
		Man Part #		Qty----		Unit Prc--	Ext Prc--
		TNM OSLO-18-SUBWOOFER		2.000		1333.580	2667.160
		DROPSHIP-FEE-INHOUSE		1.000		25.000	25.000
		DROP SHIP PROCESSING					
		TNM CAIRO-15/C-TOUR		4.000		1667.250	6669.000
4067871	P	09/23/2011	4079727		2471301	-9746.06s/o	2471301

\*\* End of Report \*\*

# LSJ, LLC

6100 Red Hook Quarters Suite B-3 St. Thomas, VI 00802-1348

Tel: [REDACTED] Fax: [REDACTED] E-mail: [REDACTED]

## Check Request Form

Date of Request: 11/25/2011

Amount Requested: \$1,314.00

Payee: James MacNeil

Payee Address: PO Box 1303  
St John  
USVI 00831

Invoice No. / Memo: 11.16.11  
GL Description: Electronics  
GL Code: 60157

Invoice No. / Memo: \_\_\_\_\_  
GL Description: \_\_\_\_\_  
GL Code: \_\_\_\_\_

Invoice No. / Memo: \_\_\_\_\_  
GL Description: \_\_\_\_\_  
GL Code: \_\_\_\_\_

Invoice No. / Memo: \_\_\_\_\_  
GL Description: \_\_\_\_\_  
GL Code: \_\_\_\_\_

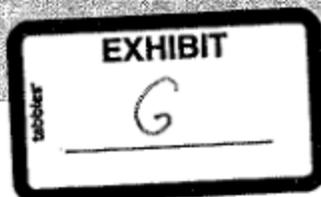
Invoice No. / Memo: \_\_\_\_\_  
GL Description: \_\_\_\_\_  
GL Code: \_\_\_\_\_

Invoice No. / Memo: \_\_\_\_\_  
GL Description: \_\_\_\_\_  
GL Code: \_\_\_\_\_

### Special Notes / Instructions:

Quickbooks Memo - Temp system hookup Flag Pole/Relax Rm

Authorization: \_\_\_\_\_



James MacNeil  
 P.O. Box 1303  
 St John, VI 00831

# Invoice

Date	Invoice #
11/16/2011	11.16.11

Bill To
Little St James

Ship To
---------

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Brice Gordon	Due on receipt		11/16/2011			

Quantity	Item Code	Description	Price Each	Amount
14	Labor	Labor-tech hours 11/15 to 11/16 Hook up temporary system for flag pole pool. Wire up subwoofer and 2 speakers. Unable to get audio from EV amplifiers. Patch in Sunfire Cinema amp to test and found that Sunfire Theatre Grand Processor Series IV not outputting through XLR outputs but output OK from RCA outputs. EV amps did not accept RCA outputs. Replace processor with older Theatre Grand and found system operational. System was tested with DVD player and temporary IPOD connection as there was no audio source provided and ethernet installation not yet complete. Temporarily hook up system for relax room. System in relax room now contains the Series IV porcessor with defective XLR and will not work with the EV amps present. Hook up Apple TV and wireless HDMI and test. Flat Panel TV removed from wall and tested using another outlet in the room as there was a problem with the power supply to the wall mount location. Wire up subwoofer and 2 speakers near pool.	90.00	1,260.00
1	Part	3 ft hdmi	15.00	15.00
1	Part	6 ft Ipod cable	7.00	7.00
10	Part	cold seal butt conn	1.50	15.00
12	Part	yellow butt conn	0.50	6.00
1	Part	bag zip ties	4.00	4.00
1	Part	roll self amalgamating tape	7.00	7.00

Approved BG 11/21/11

Phone #	E-mail	<b>Total</b>	\$1,314.00
340-642-4388	usvitechnical@yahoo.com		

**RECEIVED OF PETTY CASH**

No. \_\_\_\_\_ DATE 12/02/11

DESCRIPTION OF ITEM / SERVICE PURCHASED	AMOUNT
AV salon	700
2 SONOS for LWI	
CHARGE TO ACCOUNT: <u>MERWIN</u>	TOTAL
gave to Marvina to pick up sonos from AV salon and deliver to	
RECEIVED BY: <u>Rarin</u>	APPROVED BY

TOPS FORM 3008

MADE IN U.S.A.

→ backup →

**EXHIBIT**  
H



**Sound X - Nick Lambros  
Additional Costs**

**Additional Costs - Labor**

<u>Project</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Total</u>
a Darren Indyke	800.00	20.00	16,000.00
b Richard Kahn	150.00	30.00	4,500.00
c Larry Visoski	125.00	40.00	5,000.00
d Scott Denett	100.00	17.00	1,700.00
<b>Total Labor</b>		<b>107.00</b>	<b>27,200.00</b>

**NOTES**

- a Attorney
- b Accountant - oversight of project
- c Management - oversight of project
- d IT Director

**Additional Costs - Travel & Lodging & Fed Ex**

Airfare John Bransky Chicago to STT May 29 - Jun 1	616.10
Airfare Nick Lambros Chicago to NYC April 20 - 21	506.40
Car Services - STT 3x	300.00
Lodging - STT 3/23/2011 - 3/29/2011	1,800.00
5/29/2011 - 6/1/2011	300.00
Fed Ex Shipment of Equipment to NY & LSJ	1,396.67
American Airlines Larry transport equipment to STT	500.00
<b>Total Travel &amp; Lodging</b>	<b>5,419.17</b>



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

\*\*\*\*\*

DATE STAMPED  
COPY

JEFFREY EPSTEIN and L.S.J., LLC, )  
 )  
 Plaintiffs, )  
 )  
 -vs- )  
 )  
 NICK LAMBROS and AVLK, LLC )  
 d/b/a SOUND X, )  
 )  
 Defendants. )

CASE NO. ST-12-CV- 21  
  
ACTION FOR  
BREACH OF CONTRACT AND  
FRAUD  
  
JURY TRIAL DEMANDED  
PUNITIVE DAMAGES SOUGHT

JUDGMENT

BEFORE THE COURT is Plaintiffs' Motion for Default Judgment. Having considered the Motion, the Court will grant the relief requested.

Accordingly, it is hereby:

**ORDERED ADJUDGED & DECREED** that Plaintiffs' Motion for Default Judgment is **GRANTED**; it is further

**ORDERED ADJUDGED & DECREED** that Plaintiffs are awarded judgment of actual damages against the Defendants Nick Lambros and AVLK, LLC d/b/a Sound X, joint and severally, in the total amount of \$196,000.56 plus punitive damages in the amount of \$98,000.28 with prejudgment interest earned on the actual damages at the statutory rate from July 23, 2012 until the entry of this Judgment and post judgment interest at the statutory rate until this judgment is satisfied.

Dated \_\_\_\_\_

\_\_\_\_\_  
Hon. Michael C. Dunston

xc: Christopher Allen Kroblin, Esq.

2012 JUL 30 PM 5:38  
CLERK OF THE COURT  
THE VIRGIN ISLANDS



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

JEFFREY EPSTEIN and L.S.J., LLC,

Plaintiffs,

v.

NICK LAMBROS and AVLIC, LLC, d/b/a SOUND X,

Defendants.

CASE NO. ST-12-CV-21

**ORDER**

Plaintiffs having moved for a default judgment on July 23, 2012, it is

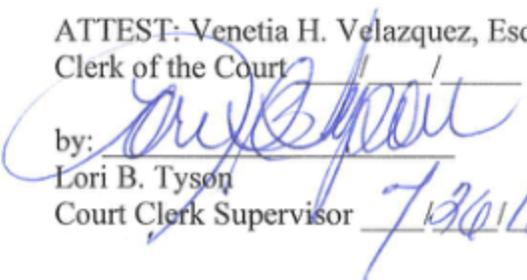
ORDERED that this matter is scheduled for a **default judgment hearing on Monday, September 10, 2012, at 3:00 p.m.**, in Courtroom IV; and it is

ORDERED that Plaintiffs shall be prepared to present evidence regarding the basis for the claims asserted against Defendants and the relief requested, and Plaintiffs shall bring to the Court an appropriately detailed and supported application for attorney's fees and costs; and it is

ORDERED that a copy of this Order shall be directed to counsel of record for Plaintiff.

Dated: July 24, 2012.

ATTEST: Venetia H. Velazquez, Esq.  
Clerk of the Court

by:   
Lori B. Tyson  
Court Clerk Supervisor 7/30/12

  
HON. MICHAEL C. DUNSTON  
JUDGE OF THE SUPERIOR COURT  
OF THE VIRGIN ISLANDS

CERTIFIED A TRUE COPY

Date: 07/26/2012  
Venetia H. Velazquez, Esq.  
Clerk of the Court

By:   
Court Clerk