

DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS AND ST. JOHN

\_\_\_\_\_  
J.P. Molyneux Studio, Ltd. and  
Juan Pablo Molyneux

X

FIRST  
AMENDED  
COMPLAINT

-against-

Case No. 3:10-cv-00034

Jeffrey Epstein and  
L.S.J., LLC.

\_\_\_\_\_  
X

PLAINTIFFS, by and through the undersigned counsel, for their First Amended Complaint allege as follows:

JURISDICTION AND  
AMOUNT IN CONTROVERSY

1. Plaintiff Juan Pablo Molyneux is a citizen of the State of New York.
2. Plaintiff J.P. Molyneux Studio, Ltd. is incorporated in the State of New York and maintains its principal place of business in the State of New York.
3. Defendant Jeffrey Epstein is a citizen of the Territory of the U.S. Virgin Islands.
4. Upon information and belief, the remaining Defendant, L.S.J., LLC, is organized in the State of Delaware and maintains its principal place of business within the U.S. Virgin Islands.
5. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000, exclusive of costs, interest and disbursements and the Plaintiffs and Defendants are citizens of different states.
6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a), (c).



FACTS COMMON TO ALL COUNTS

7. Juan-Pablo Molyneux is a world-renowned interior designer.
8. Jeffrey Epstein, via his company L.S.J., LLC, is the owner of Little Saint James, a 70-acre island within the U.S. Virgin Islands.
9. In 2005, the parties entered into an agreement whereby the Plaintiffs would provide design services for the residential compound Epstein was constructing on Little Saint James.
10. Subsequently, disputes arose between the parties with respect to the design services to be provided by Plaintiffs.
11. On May 15, 2009, the parties entered into a Settlement Agreement, annexed hereto, whereby the Defendants released all claims they might have had against the Plaintiffs in exchange for \$1.2 million.
12. Following the Settlement Agreement, the parties entered into a written contract on May 15, 2009, entitled Agreement for Design Services ("Design Services Agreement"), annexed hereto, wherein the parties agreed that the Plaintiffs would perform certain design services related to the office pavilion being constructed by Defendants on Little Saint James, for which Plaintiffs would credit Defendants' account with Plaintiffs in the amount of \$250,000 to be applied toward such services. The specific services to be provided were itemized on Exhibit B to the Design Services Agreement (the "Exhibit B Services").
13. The Settlement Agreement specifically provides that the Design Services Agreement "shall not be treated as an inducement to the execution of the Settlement Agreement." Settlement Agreement at ¶ 2.
14. Subsequent to the execution of the Design Services Agreement, Plaintiffs, with the assistance of an internationally-known woodworking craftsman, undertook to and did perform the Exhibit B Services, thereby satisfying their obligations pursuant to the Design Services Agreement.

15. On January 26 and 27, 2010, Plaintiffs travelled to Little Saint James to supervise the final stages of the work pursuant to the Design Services Agreement. It was agreed that Epstein would be present in order to give his approval of the work. Epstein, however, failed to attend this agreed meeting.
16. On March 10, 2010, Defendants' agent created a Punch List cataloguing certain tasks remaining to be completed pursuant to the Design Services Agreement.
17. On March 22, 2010, Plaintiffs again travelled to Little Saint James to meet with Epstein in an effort to finalize the work performed by Plaintiffs pursuant to the Design Services Agreement. Epstein again failed to attend the agreed meeting. In an effort to perform their obligations under the Design Services Agreement, Plaintiffs and their representatives, nevertheless, undertook to complete, and did complete, the Punch List items falling under the Design Services Agreement.
18. On March 25, 2010, Defendants' agent signed off on all items enumerated on the Punch List by signing it and noting that all the woodwork on the list was done with the exception of three minor items, none of which was specified in Exhibit B to the Design Services Agreement.
19. Although their agent had signed off on the Punch List, Defendants' counsel sent a letter to Plaintiffs on April 15, 2010, claiming that Plaintiffs had failed to perform their obligations pursuant to the Design Services Agreement.
20. In the letter, Defendants' counsel also claimed that the Plaintiffs fraudulently induced Defendants to enter both the Settlement Agreement and the Design Services Agreement.
21. In an effort to resolve the dispute, Plaintiffs' representatives once again traveled to Little Saint James on April 29, 2010 to meet with Defendants' representatives. The meeting was unproductive and Defendants' counsel continued wrongfully to insist that Plaintiffs had not satisfied their obligations with respect to the Design Services Agreement.

**FIRST CLAIM  
DECLARATORY JUDGMENT**

22. Plaintiffs repeat and reallege the allegations contained in paragraphs one through 21 above.

23. There are justiciable controversies with respect to the following issues:

- a. Whether the Plaintiffs substantially performed their duties as required by the Design Services Agreement;
- b. Whether Defendants violated their duty of good faith and fair dealing under the Design Services Agreement by engaging in conduct that was inconsistent with the terms and purpose of that agreement and the reasonable expectations of the parties by, among other things: (a) wrongfully rejecting the Plaintiffs' work with respect to the Exhibit B Services; and, (b) absenting themselves from the meetings between the parties which were held to resolve their differences, thereby interfering with and failing to cooperate with Plaintiffs in the performance of their obligations; and
- c. Whether, as alleged in Defendants' April 15, 2010 letter, Plaintiffs fraudulently induced Defendants to enter the Settlement Agreement and the Design Services Agreement.

24. A declaration of the rights among the parties is warranted pursuant to 28 U.S.C. § 2201.

WHEREFORE, Plaintiffs demand judgment against the Defendants as follows:

- a. Adjudging and declaring that Plaintiffs substantially performed their duties as required by the Design Services Agreement;

- b. Adjudging and declaring that the Defendants violated their duty of good faith and fair dealing under the Design Services Agreement; and
- c. Adjudging and declaring that Plaintiffs did not fraudulently induce Defendants to enter the Settlement Agreement or the Design Services Agreement, and that the Settlement Agreement and Design Services Agreement are valid and enforceable; and
- d. Awarding such other and further relief as the Court deems equitable and just.

Respectfully Submitted,  
Rosh D. Alger Esquire, LLC  
Attorneys for Plaintiffs

DATED: June 11, 2010  
St. Thomas, U.S. Virgin Islands

By: s/ Rosh D. Alger  
Rosh D. Alger, Esq.  
VI Bar No. 932  
PMB 10 Royal Dane Mall #12  
St. Thomas, VI 00802  
Tel. [REDACTED]  
Fax [REDACTED]

**CIVIL COVER SHEET**

JS 44 (Rev 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

P. Molyneux Studio, Ltd. and Juan Pablo Molyneux

(b) County of Residence of First Listed Plaintiff New York, NY  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Rosh D. Alger, Esq., PMB 10 Royal Dane Mall 12, St. Thomas VI 00802,

**DEFENDANTS**

Jeffrey Epstein and L.S.J., LLC

County of Residence of First Listed Defendant St. Thomas, VI  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Denise M. Francois, Esq., Hodge & Francois, 1340 Estate Taarberg, St. Thomas, VI 00802,

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and/Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Aircraft <input type="checkbox"/> 315 Aircraft Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employer Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Motor Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 841 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Legislation <input type="checkbox"/> 791 Empl. Ret. Inv. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 SSA (1995(a)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(e)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Receiver Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cablecast TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 830 Securities/Commodities Exchange <input type="checkbox"/> 875 Consumer Challenge 32 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Sanction Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statute
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Assoc. w/Disabilities - Employment <input type="checkbox"/> 446 Assoc. w/Disabilities - Other <input type="checkbox"/> 448 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Convict Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

**V. ORIGIN**

- (Place an "X" in One Box Only)
- 1 Original Proceeding
  - 2 Removed from State Court
  - 3 Remanded from Appellate Court
  - 4 Reinstated or Renewed
  - 5 Transferred from another district (specify)
  - 6 Multidistrict Litigation
  - 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C. §§ 1332, 2201

Brief description of cause:  
 Declaratory Judgment

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER 23  DEMAND \$

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
 06/11/2010

SIGNATURE OF ATTORNEY OF RECORD

s/Rosh D. Alger

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING FFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG JUDGE \_\_\_\_\_

THIS AGREEMENT, entered into this 15th day of May, 2009, by and among Juan Pablo Molyneux ("JP"), Molyneux Studio, Ltd. ("Studio", and together with JP, "Molyneux,") L.S.J., LLC ("LSJ") and Jeffrey Epstein ("Epstein").

WHEREAS, disputes have arisen between Molyneux, on the one hand, and LSJ and Epstein, on the other hand, relating to payments and deliverables in connection with design and related services by Molyneux for LSJ and/or Epstein with respect to Little St. James Island and other properties beneficially owned by Epstein (the "Disputes"); and

WHEREAS, the parties hereto desire to settle all Disputes as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, promises and other provisions contained herein, JP, Studio, LSJ and Epstein (the "Parties"), intending to be bound, hereby agree as follows:

1. The Parties agree to settle the Disputes, upon, subject to and in accordance with the provisions of this Agreement.
2. On or before May 15, 2009, Molyneux shall pay Epstein One Million Two Hundred Thousand Dollars (\$1,200,000) by wire transfer of that amount to an account designated in writing by Epstein to Molyneux not later than May 15, 2009. With the payment of this amount, all claims shall be released and extinguished, except for claims to enforce the provisions of this Agreement or the Design Services Agreement of even date herewith. Said Design Services Agreement provides its own remedies for any breach thereof, shall not affect the release provisions of this Settlement Agreement, and shall not be treated as an inducement to the execution of the Settlement Agreement.
3. (a) Epstein and LSJ and each of their successors, assigns, heirs, executors and administrators (collectively, the "Epstein Releasees") hereby fully and irrevocably release each of JP and Studio, and each of their successors, assigns, principals, heirs, executors, and administrators (collectively, the "Molyneux Releasees"), of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown; disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity; whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause, or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any

actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring on or prior to the date hereof relating in any way to the Disputes. Anything to the contrary in this Section 3(a) notwithstanding, nothing herein shall release the Molyneux Releasees from any of their respective joint or several obligations under this Agreement or the Design Services Agreement.

(b) JP and Studio and each of their successors, assigns, heirs, executors and administrators (collectively, the "Molyneux Releasees") hereby fully and irrevocably release each of Epstein and LSJ, and each of their successors, assigns, principals, heirs, executors, and administrators (collectively, the "Epstein Releasees"), of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause, or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring on or prior to the date hereof relating in any way to the Disputes. Anything to the contrary in this Section 3(b) notwithstanding, nothing herein shall release the Epstein Releasees from any of their respective joint or several obligations under this Agreement or the Design Services Agreement.

4. By entering into this Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of liability of any kind whatsoever. The Parties agree that they are entering into this Agreement for the purpose of settling certain disputes between them and to avoid further expense with respect to those disputes.

5. The Parties agree that the existence, terms, and consideration paid pursuant to this Agreement are strictly confidential and that this Agreement will not be filed in any court, except in proceedings to enforce this Agreement or the Design Services Agreement. No Party may reveal any facts about this Agreement or the terms of this settlement without the prior, written consent of each of the other Parties; provided, however, that a Party may disclose facts about the settlement (i) to its or his employees,

accountants and attorneys who require the same for the purpose of performing their employment duties or providing professional services to such Party; (ii) to its or his insurers or re-insurers; (iii) as required by any law, regulation, or rule of a court or court agency; or (iv) in response to a duly authorized subpoena or court order. Before disclosing any facts about the settlement under provisos (i) or (ii) above, the Party making the disclosure shall inform the receiving party of the terms of this confidentiality provision and shall take reasonable measures to ensure that the receiving party agrees not to make further disclosures of the requested information. At least five business days prior to disclosing any facts about the settlement under provisos (iii) or (iv) above (other than in connection with proceedings to enforce the provisions of this Agreement or the Design Services Agreement), to the extent permissible by law, regulation, rule of a court or court agency or court order, the Party making or asked to make the disclosure shall inform each of the other Parties of the proposed disclosure or request for information, and shall, at the request of any Party and at the cost of such requesting Party, file any disclosure or response to the request for information about the settlement or the terms of this Agreement pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

6. The Parties agree that the prior drafting history of this Agreement shall not be used to construe any term of this Agreement. This Agreement has been negotiated by each Party and such Party's respective attorneys, and the language hereof will not be construed for or against any such Party as the principal drafter of this Agreement.

7. The individuals signing this Agreement and the Parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the Parties for whom they have signed.

8. The Parties represent and warrant that, as of the Effective Date of this Agreement, they have not assigned, conveyed, or otherwise transferred the rights to any claims, demands, causes of action, rights, or obligations related in any way to the claims to be released in paragraphs 3(a) and 3 (b) to any other person or entity, nor shall they hereafter do so.

9. Each Party agrees that this Agreement shall be binding upon the heirs, successors, and assigns of each Party.

10. Each Party represents and agrees that such Party: (i) has fully reviewed this Agreement and has had the opportunity to seek advice by independent counsel of its choosing with respect to the same; (ii) fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or duress on the part of any person or entity; and (iii) was

given adequate time to consider all implications of this Agreement prior to entering into it.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of this Agreement transmitted by fax shall have the same effect as original signatures.

12. This Agreement may not be amended or modified except by a written instrument executed by the duly authorized representatives of all of the Parties. Any waiver of any provision hereof must be in writing and signed by the party to be charged with such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Any statements, communications or notices to be provided pursuant to this Agreement shall be in writing and sent by hand delivery or by reputable overnight courier to the attention of the Parties indicated below, until such time as notice of any change of person to be notified or change of address is forwarded to all Parties:

(a) For Epstein and LSJ:

Darren K. Indyke, Esq.  
301 East 66th Street, 10B  
New York, New York 10065  
[REDACTED]

(b) For JP and Studio:

Jay Goldberg, Esq.  
250 Park Avenue  
Suite 2020  
New York, New York 10177  
[REDACTED]

14. This Agreement shall be governed by and construed in accordance with the laws of the Virgin Islands applicable to agreements entered into entirely within the Virgin Islands, without regard to the principles of Virgin Islands law regarding conflicts of laws.

15. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the Virgin Islands over any suit, action or proceeding arising out of or relating to the Disputes. Each Party agrees that service of any process, summons, notice or document as provided in Section 13 hereof shall be effective service of process for any action, suit or proceeding brought in any such court. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

J.P. MOLYNEUX STUDIO, LTD.

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

Juan Pablo Molyneux  
President

\_\_\_\_\_  
JUAN PABLO MOLYNEUX

\_\_\_\_\_  
JEFFREY EPSTEIN

L.S.J., LLC

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

JEFFREY EPSTEIN.  
Member

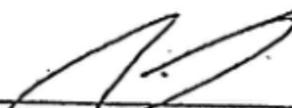
15. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the Virgin Islands over any suit, action or proceeding arising out of or relating to the Disputes. Each Party agrees that service of any process, summons, notice or document as provided in Section 13 hereof shall be effective service of process for any action, suit or proceeding brought in any such court. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

J.P. MOLYNEUX STUDIO, LTD.

By: \_\_\_\_\_  
Juan Pablo Molyneux  
President

\_\_\_\_\_  
JUAN PABLO MOLYNEUX

\_\_\_\_\_  
  
JEFFREY EPSTEIN

L.S.J., LLC

By: \_\_\_\_\_  
  
JEFFREY EPSTEIN  
Member

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT FOR DESIGN SERVICES, is entered into this 15<sup>th</sup> day of May, 2009, by and among Juan Pablo Molyneux ("JP"), Molyneux Studio, Ltd. ("Studio", and together with JP, "Molyneux,") L.S.J., LLC ("LSJ") and Jeffrey Epstein ("Epstein").

Each of the parties hereto (the "Parties"), intending to be bound hereby, hereby agrees as follows:

1. Upon execution of this Agreement by the parties hereto, in return for good, valuable and sufficient consideration, Molyneux shall credit Epstein's account with Studio in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Credit") to be applied against future services provided by, and out of pocket disbursements and expenses incurred by, Studio, to and for the benefit of Epstein and/or LSJ, as determined by Epstein in his reasonable discretion (the "Covered Services").
2. With respect to actual services rendered as part of the Covered Services, Studio shall bill Epstein and apply such bills against the Credit at a rate equal to Five Hundred Dollars (\$500) per hour for services rendered by JP and Eighty Dollars (\$80) per hour for Studio staff.
3. Without in any way limiting the foregoing, the Covered Services shall include those services, disbursements and/or expenses reasonably determined by Epstein to be necessary or appropriate to complete the design, construction, and exterior and interior design and decoration, including furniture and furnishings, of the office pavilion currently under construction on Little St. James Island (the "Office Pavilion"), and will further include provision of the skilled labor and supervision, and the payment of all expenses and disbursements in connection therewith, necessary for the proper installation, restaining and refinishing of the cabinetry already delivered to Little St. James by Ateller Fancelli.
4. Notwithstanding the provisions of Section 3 hereof, the parties acknowledge that the labor charges for the installation of such cabinetry were included in a pre-existing purchase order between Studio and Epstein, attached hereto as Exhibit A, and agree that such labor charges shall be paid for by Molyneux without application of the Credit against the same.
5. It is a material term of this agreement that as part of the Covered Services Molyneux shall furnish and cause to be properly installed and completed at the Office Pavilion by January 1, 2010 all of the items listed on Exhibit B hereto and that the Office Pavilion will be completed to Epstein's reasonable satisfaction by January 1, 2010. Molyneux agrees that the aggregate amount to be applied against the Credit for the provision, installation and completion of all such items shall not exceed the amount of the Credit and that neither Epstein nor LSJ shall have any liability to make any payment to Molyneux in respect of any such items.

6. In the event that by the fifth anniversary of the date that this Agreement is executed by all of the parties hereto, Studio shall not have provided Covered Services in an amount equal to the Credit, then on the date of such fifth anniversary, Molyneux shall pay Epstein the unapplied balance of the Credit by wire transfer to an account designated in writing by Epstein to Molyneux (the "Designated Account") ten days prior to the fifth anniversary date. In the event that Molyneux is deemed in breach of this Agreement in accordance with the provisions of Section 8 hereof, then, effective as of the date that Molyneux is in breach under Section 8 hereof, the unapplied balance of the Credit as of such date shall be due and payable to Epstein. Promptly upon demand by Epstein to Molyneux, Molyneux shall pay Epstein such unapplied balance by wire transfer to the Designated Account specified in such demand.
7. In the event that Molyneux should breach any term of this Agreement, Epstein shall give him written notice and ten days' opportunity to cure before Molyneux shall be deemed to be in breach.
8. In the event of breach of a material term of this Agreement, including, without limitation, a failure to complete the provision and proper installation and completion of any one or more of the items on Exhibit B by January 1, 2010 or the failure to complete the Office Pavilion to Epstein's reasonable satisfaction by January 1, 2010 which is not cured by Molyneux, Molyneux shall pay Epstein as liquidated damages \$250,000 within 30 days of the expiration of Molyneux's ten day opportunity to cure. The parties hereto understand and agree that such \$250,000 payment is in addition to the payment of the unapplied balance of the Credit pursuant to Section 6 hereof. The parties hereto agree that in the event of such a material breach, the actual amount of damages sustained by Epstein and LSJ would be difficult to ascertain and, under the circumstances, the amount of these liquidated damages is fair and reasonable.
9. JP states that neither he nor Studio is an architect and have not held themselves out as same regarding the services to be rendered under this Agreement. Further, Epstein and LSJ acknowledge that JP and Studio have not held themselves out as an architect regarding the services to be rendered under this Agreement.
10. This Agreement constitutes the entire agreement between the Parties regarding the provision of the Covered Services. Each Party acknowledges that such Party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, or warranty that is not contained in this Agreement or the Settlement Agreement.
11. The Parties agree that the prior drafting history of this Agreement shall not be used to construe any term of this Agreement. This Agreement has been negotiated by each Party and such Party's respective attorneys, and the language

hereof will not be construed for or against any such Party as the principal drafter of this Agreement.

12. The individuals signing this Agreement and the Parties on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the Parties for whom they have signed.

13. Each Party agrees that this Agreement shall be binding upon the heirs, successors, and assigns of each Party.

14. Each Party represents and agrees that such Party: (i) has fully reviewed this Agreement and has had the opportunity to seek advice by independent counsel of its choosing with respect to the same; (ii) fully understands the terms of this Agreement and has entered into this Agreement voluntarily without any coercion or duress on the part of any person or entity; and (iii) was given adequate time to consider all implications of this Agreement prior to entering into it.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of this Agreement transmitted by fax shall have the same effect as original signatures.

16. This Agreement may not be amended or modified except by a written instrument executed by the duly authorized representatives of all of the Parties. Any waiver of any provision hereof must be in writing and signed by the party to be charged with such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Any demands, statements, communications or notices to be provided pursuant to this Agreement shall be in writing and sent by hand delivery or by reputable overnight courier to the attention of the Parties indicated below, until such time as notice of any change of person to be notified or change of address is forwarded to all Parties:

(a) For Epstein and LSJ:

Darren K. Indyke, Esq.  
301 East 66th Street, 10B  
New York, NY 10065

(b) For JP and Studio:

Jay Goldberg, Esq.  
250 Park Avenue  
Suite 2020  
New York, New York 10177

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18. This Agreement shall be governed by and construed in accordance with the laws of the Virgin Islands applicable to agreements entered into entirely within the Virgin Islands, without regard to the principles of Virgin Islands' law regarding conflicts of laws.

19. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of any court sitting in the Virgin Islands over any suit, action or proceeding arising out of or relating to the Disputes. Each Party agrees that service of any process, summons, notice or document as provided in Section 17 hereof shall be effective service of process for any action, suit or proceeding brought in any such court. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum. Each Party agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject, by suit upon judgment.

20. The Parties agree that the existence, terms, and consideration paid pursuant to this Agreement are strictly confidential and that this Agreement will not be filed in any court, except in proceedings to enforce this Agreement or the Settlement Agreement. No Party may reveal any facts about this Agreement or the terms of any settlement of which this Agreement is part without the prior, written consent of each of the other Parties; provided, however, that a Party may disclose facts about the settlement (i) to its or his employees, accountants and attorneys who require the same for the purpose of performing their employment duties or providing professional services to such Party; (ii) to its or his insurers or re-insurers; (iii) as required by any law, regulation, or rule of a court or court agency; or (iv) in response to a duly authorized subpoena or court order. Before disclosing any facts about the settlement under provisos (i) or (ii) above, the Party making the disclosure shall inform the receiving party of the terms of this confidentiality provision and shall take reasonable measures to ensure that the receiving party agrees not to make further disclosures of the requested information. At least five business days prior to disclosing any facts about the settlement under provisos (iii) or (iv) above (other than in connection with proceedings to enforce the provisions of this Agreement or the Design Services Agreement), to the extent permissible by law, regulation, rule of

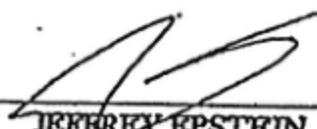
a court or court agency or court order, the Party making or asked to make the disclosure shall inform each of the other Parties of the proposed disclosure or request for information, and shall, at the request of any Party and at the cost of such requesting Party, file any disclosure or response to the request for information about the settlement or the terms of this Agreement pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives, as the case may be, as of the date of the day and year first above-written.

J.P. MOLYNEUX STUDIO, LTD.

By: \_\_\_\_\_  
Juan Pablo Molyneux  
President

\_\_\_\_\_  
JUAN PABLO MOLYNEUX

  
\_\_\_\_\_  
JEFFREY EPSTEIN

L.S.J., LEC

By:   
\_\_\_\_\_  
JEFFREY EPSTEIN  
Member

a court or court agency or court order, the Party making or asked to make the disclosure shall inform each of the other Parties of the proposed disclosure or request for information, and shall, at the request of any Party and at the cost of such requesting Party, file any disclosure or response to the request for information about the settlement or the terms of this Agreement pursuant to a motion or other formal request that the information be maintained in confidence and/or held under seal.

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J.P. MOLYNEUX STUDIO, LTD.

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

  
Juan Pablo Molyneux  
President

\_\_\_\_\_  
JUAN PABLO MOLYNEUX

\_\_\_\_\_  
JEFFREY EPSTEIN

L.S.J., LLC

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

JEFFREY EPSTEIN  
Member

# MOLYNEUX

7106

29 EAST 69th STREET  
NEW YORK, NEW YORK 10021

ARCHITECTURAL INTERIORS & DECORATION

4 RUE CHAPON  
75003 PARIS FRANCE

FAX: 212-935-6538

DATE: 10/14/2008

NDOR:

FANCELLI PANELING  
24 EAST 64TH STREET  
NEW YORK, NY 10021

212-935-6537  
212-935-6538 Fax

DATE: 10/14/2008

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
1	Woodworking FABRICATION & INSTALLATION of light oak with waxed finish cabinetry per JPM design. Will include survey, shop drawings, moldings of base, lower cabinetry with doors and upper bookshelves 3 hidden cabinet doors and interior window shutter columns with bases and crown. Will include packing insurance and waterproof container to St. thomas and crew travel. Cost will not include 2 globes, flat base (stone) transportation of goods to St. James, scaffolding, local taxes, customes or workman's accomodations NOTE: THIS PO REPLACES PO#2680	780,000.00	780,000.00

Deposit Required: \$ 0.00  
 CK# \_\_\_\_\_ Payments: \$ 780,000.00  
 Account #: \_\_\_\_\_  
 Terms: 100% Deposit  
 Total: \$ 780,000.00

DO NOT PROCESS THIS ORDER UNLESS SPECIFICATIONS AND PRICES ARE CORRECT

SHIP TO: JPM / LSJ-OFFICE / OFFICE /

CLIENT: LSJ-OFFICE

ESTIMATE # 29764

ATELIER FANCELLI  
63 RUE ALBERT  
DAHLENNE

OFFICE

ITEM #

ORDER BY:

DATE PROMISED

AUTHORIZED SIGNATURE

WEIGHT FOR YOUR ORDER NUMBER AND 11 NUMBER  
 NO INVOICE WILL BE PAID WITHIN 7 OR 10 DAYS AFTER  
 ATTENTION CONTRACTORS: SEVEN PERCENT (7%) IN: SUPPLIERS WILL BE WITHIN  
 10-YEAR PERIOD TO SUPPLY WITH PROPER WORKMENS CREDITING THIS PERIOD DOCUMENTATION  
 NY. RESALE # 13-310-2323

EXHIBIT B

In the following Exhibit B, the words "I," "me" and "mine" shall refer to Juan Pablo Molyneux and the words "you" and "your" shall refer to Jeffrey Epstein.

I propose to include all of the following services and items for the \$250,000 that we have agreed:

The Office/ Library:

Fancelli will complete the installation at no cost to you. This means that you will not be responsible for any Fancelli Installer expenses including travel, lodging, food, incidentals, etc. After Fancelli finishes the installation, I will decide if the color of the paneling is adequate for the overall ambiance. If it is not, I will select color with your approval and restain and refinish cabinetry as part of the services I will provide and at no cost to you. The desk I will include will be a bronze contemporary desk (Design JPM) with a modern swivel desk chair. I will also include a guest desk chair and a desk set. The desk lamp I will include will also be contemporary. I will include an upholstered window seat cushion for the window seat built into the cabinetry. In will include 4 pillows (silk velvet with custom tassel trim). For the sitting area, I will include four large scaled club chairs upholstered in a cut cotton velvet (Bevilacqua Fabric), two contemporary reading lights, a coffee table (Design JPM) with a unique tiger coral parquetry top, a pair of contemporary Celestial and Terrestrial Globes (Design JPM, from the movie by John Ford). I will provide with your approval the design (which includes selecting, but not purchasing the materials) for the floor of the structure. I will also include a carpet which will be a sisal and the hardware for the cabinetry, which will be all bronze with shapes of marine fauna. I will also provide lighting and ceiling design with your approval for the structure. I will provide the ceiling painting which was previously ordered which I will have delivered to St. Thomas and oversee the proper installation of the same on the ceiling. I will provide back-up documentation to you for the prices and billable hours (at the rates in the Design Services Agreement) for the above items and services and if the total amount falls short of \$250,000, I will provide other items at my reasonable discretion to complete the Office Pavilion so that the total amount equals \$250,000.

I will make two trips /visits to Little Saint James Island on dates determined by me in my reasonable discretion to be necessary or appropriate to oversee, perform and complete the above work.

63A

Kristen Goff

From: [REDACTED]  
nt: [REDACTED]  
o: [REDACTED]  
Subject: Wednesday, March 17, 2010 8:33 AM  
Kristen Goff; Pilar Molyneux  
Fw:  
Categories: Red Category

From: [REDACTED]  
Date: Wed, 17 Mar 2010 12:32:09 +0000  
To: Aurelien Paris<[REDACTED]>  
Subject: Fw:

Sent from my BlackBerry® wireless device

From: Jeffrey Epstein <[REDACTED]>  
Date: Wed, 17 Mar 2010 07:19:35 -0400  
To: jp<[REDACTED]>  
Cc: Doug Schoettle<[REDACTED]>; Gary Kerney<G.[REDACTED]>; Darren  
Indyke<[REDACTED]>  
Subject:

you are only to communicate with gary kearney, me or through your attnys to darren, Doug does not have all the facts.

\*\*\*\*\*  
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.



Sent from my BlackBerry wireless device

Meeting August 20<sup>th</sup> 2010

From: Doug Schoettle  
Date: Wed, 10 Mar 2010 09:58:56 -0800 (PST)  
To: <jps6929@aol.com>

Cc: <[redacted]>; <[redacted]>; <[redacted]>; William Rowles <[redacted]>  
Subject: Fancelli Punch List

FANCELLI PUNCH LIST  
Wood Paneling at LSJ Office

2011 MAR 10 11:55:36 AM  
SUPPLEMENTAL TO THE ORIGINAL MEETING

- 1. Complete the installation of the toe molding at the baseboard. Material on site.
- 2. Install closure trim piece of oak below the picture window sill to fill gap approx. 3 cm high, the length of the window.
- 3. Finish rough, unfinished end condition at the sliding panels at the picture window.
- 4. Drill, file and sand perforations at tilt down desk panels to remove rough and ragged edges.
- 5. Glue and clamp open joints in paneling through out the room.
- 6. Generally sand rough finishes and raised grain at paneling through out the room.
- 7. Replace tortise shell inlay where it is pieced or flaking and delaminating.
- 8. Repair cabinet door hardware so that the screw does not loosen when the handle is rotated to operate door and so the hardware does not rattle.
- 9. Supply and install two turtle pulls at tilt down desk panels.
- 10. Replace bamboo mesh at all cabinet doors with metal mesh in a dark color that will not rust.
- 11. Replace the non functioning blackboards with slate that will take chalk. The existing surface has been wiped clean with water and dried. The surface does not take chalk satisfactorily.
- 12. Provide additional light bulbs for the shelf lights inside the cabinets and provide the specification.
- 13. Confirm the size of the carpet and provide under padding.
- 14. The staining of the cornice should be like the Escorial Library with light and dark.
- 15. The staining of the columns should highlight the carvings with light and dark.
- 16. All wood surfaces in the room are to be finished, currently the undersides of the desk tops are unfinished.
- 17. Interiors of the cabinets are to be stained darker so as not to appear orange when the shelf lights are on.
- 18. All wood surfaces are to be varnished.
- 19. The sliding panels are unfinished plywood, how are they to be finished?
- 20.

ALL WOOD WORK IS DONE ON THE LIST OTHER THAN

OPEN ISSUES:

- 1. SEND US LITE BULBS
- 2. SEND US BAMBOO GRILL 4 BIG 4 SMALL
- 3. BLACKBOARD.

3/25/2010 *Doug Schoettle*



Date March 23, 2010

WORK APPROVAL

Molyneux Studio  
29 East 69th Street  
New York, NY 10021

to: Reference St. James OFFICE

Following the on site meeting March 22<sup>nd</sup> - 23<sup>rd</sup> 2010, among:

The Client Representative: Gary Kerney,

At 3/25/2010

Molyneux Studio: Juan Pablo Molyneux,

OPEN ISSUES:

Fancelli Paneling: Jean Pierre Fancelli.

1. SEND LITE BULBS

In regard of the Little Saint James Office project:

2. SEND BAMBOO GRILL

Office Main Woodwork

Molyneux Studio Purchase Order = 2680

Fancelli Paneling Invoice = 1024

4 BIG AND 4 SMALL

Office Complement

Molyneux Studio Purchase Order = 8321

Fancelli Paneling Invoice = 1098

3. BLACK BOARD

The work executed by Fancelli Paneling following the project designed by Molyneux Studio, and corrections executed March 19<sup>th</sup> - 23<sup>rd</sup> are approved and accepted by the client representative and by Molyneux Studio. Balance on completed work is now due.

St James Island, USVI, March 23, 2010

Client Representative

Designer

Fancelli Contractor

Gary Kerney

Juan Pablo Molyneux

Jean Pierre Fancelli

250 PARK AVENUE  
TWENTIETH FLOOR  
NEW YORK, NY 10177-0077

TELEPHONE (212) 983-6000  
TELECOPIER (212) 983-6008

May 10, 2010

VIA E-MAIL: [REDACTED]  
Darren K. Indyke, Esq.  
Darren K. Indyke, PLLC  
301 East 66<sup>th</sup> Street, 10B  
New York, New York 10065

FOR USE DURING LITIGATION

Dear Darren:

Reference is made to my previous letters to you.

As the record will show, two punch lists were given to Mr. Molyneux and Mr. Fancelli. Both were satisfied by checkmarks and a signature of a person with authority to bind Mr. Epstein. If there are additional items which your client believed warranted Mr. Fancelli's attention, your client should have been on the island and not "laid back in the grass", claiming that there are new problems which were overlooked when your client's personnel prepared the punch list.

Mr. Fancelli traveled from Italy and had one of his craftsmen journeyed from Moscow, but still your client did not appear on any of the three days selected by your client. Mr. Molyneux has said that despite the fact that the Design Services Agreement gives him the authority to judge whether the color of the paneling is consistent with the overall ambiance of the library, he is willing -- and this has been expressed to you and your client for some time -- to have Mr. Fancelli return to the island to finish the cabinetry as you wish, with Mr. Molyneux and a representative of his staff present. But the responsibility must be your client's to arrange for Mr. Fancelli and his craftsmen to appear, pre-pay their expenses and that of Mr. Molyneux and a

DEFENDANT'S  
EXHIBIT

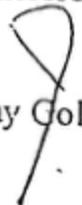
G

representative of his office, and to pay for the expense of refinishing the cabinetry with the color your client finds desirable.

My previous correspondence should be taken as the response to your later served Notice to Cure.

This whole controversy could have been avoided had your client taken the time to appear at the island.

Sincerely,



Jay Goldberg