



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

JEFFREY EPSTEIN and L.S.J., LLC,	)	
	)	
Plaintiffs,	)	CASE NO. ST-10-CV-443
	)	
-vs-	)	ACTION FOR DAMAGES
	)	
FANCELLI PANELING, INC.,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	

2011 JUN 21 PM 5:00  
SUPERIOR COURT  
ST. THOMAS AND ST. JOHN

**AFFIDAVIT**

Denise Francois, after being duly sworn deposes and says:

1. That I am an attorney authorized to practice law in the United States Virgin Islands, and a partner in the law firm of Hodge & Francois, legal counsel of record for the Plaintiffs Jeffrey Epstein and L.S.J., LLC (the "Plaintiffs") in the above-captioned action.
2. That I have personal knowledge of the matters set forth herein.
3. That on December 30, 2010, the Plaintiffs and Juan Pablo Molyneux and J. P. Molyneux Studio, Ltd. ("Molyneux") entered into a confidential Settlement Agreement and Release (the "Confidential Agreement") which, among other things, prohibits Plaintiffs from disclosing certain facts about the Confidential Agreement or its terms without first giving five (5) business days advance written notice to Molyneux of Plaintiffs' intent to disclose facts about the Confidential Agreement.
4. That I have been provided with a true and correct copy of the Confidential Agreement duly executed by the Plaintiffs and Molyneux.

5. That paragraph 3(a) of the Confidential Agreement provides:

Epstein and LSJ and each of their successors, assigns, principals, heirs, executors and administrators (collectively, the "Epstein Releasors") hereby fully and irrevocably release each of JP [Juan Pablo Molyneux] and Studio [J.P. Molyneux Studio, Ltd.], 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, attorney's 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 any 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 (hereinafter referred to as "Claims"), including without limitation those Claims relating in any way to the Disputes<sup>1</sup> or the Lawsuit [District Court of Virgin Islands Case No. 3:10-cv-00034]. 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 the Agreement or the Office Design Agreement, and nothing provided herein shall release Jean Pierre Fancelli, Fancelli Paneling, Inc., Fancelli Studios, Atelier Fancelli, or any entity affiliated or otherwise associated with any Fancelli entity ("collectively, the "Fancelli Group"), from any Claims whatsoever.

6. That paragraph 4(a) of the Confidential Agreement provides:

The Epstein Releasors expressly covenant not to sue or initiate, prosecute, participate in or otherwise pursue any claim or cause of action against the Molyneux Releasees arising out of or relating to any action as to which a release has been given pursuant to this Agreement; provided, however, that nothing provided herein shall preclude, prohibit or otherwise restrict any of the Epstein Releasors from suing, initiating, prosecuting, participating in, maintaining or otherwise pursuing any claim or cause of

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<sup>1</sup> Page one of the Confidential Agreement describes Disputes as "disputes between Molyneux Releasors and Epstein Releasors relating to the payments and deliverables in connection with the design and related services by Molyneux for LSJ and/or Epstein with respect to Little Saint James Island and other properties beneficially owned by Epstein."

*Affidavit of Denise Francois, Esquire  
Epstein et al. vs. Fancelli Paneling, Inc.  
Civil No. ST-10-CV-443*

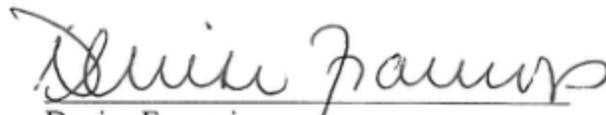
action against any one or more persons or entities of the Fancelli Group. It is expressly acknowledged that this covenant not to sue is a material inducement for Molyneux to enter into this Agreement.

7. Paragraph 7 of the Confidential Agreement states:

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 Office Design Agreement.

FURTHER AFFIANT SAYETH NOT.

Dated: 6/21/2011

  
Denise Francois

SUBSCRIBED AND SWORN TO  
before me this 21<sup>st</sup> day of  
June, 2011.



Notary Public  
My Commission Expires:

**Mark Daniel Hodge**  
My Commission Expires:  
April 20, 2012  
LNP-008-08