

DARREN K. INDYKE
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July 11, 2018

VIA EMAIL ([REDACTED])
AND CERTIFIED MAIL

Jared Mondelci, Managing Member
NGS Power, LLC
25 Falls Road
Moodus, CT 06469

Re: LSJE, LLC v. NGS Power, LLC and Jared Mondelci
Return of Misappropriated Funds Demanded

Dear Mr. Mondelci:

I am general legal counsel to LSJE, LLC and write to demand the return of \$46,325.34 that it appears you and your firm, NGS Power, LLC fraudulently obtained from my client and misappropriated.

On April 10, 2018, LSJE, LLC wired to NGS Power, LLC the sum of \$46,325.34 as advance payment in full for two 125kW Norpro PowerMax 125 PMP generator sets, each with a "weather enclosure," a "Marathon generator with PMG and Space Heater" and "Critical Silencers", all as specified in NGS Power, LLC's Quote # 4657, dated March 27, 2018 (the "Gen Sets"). You personally represented that the Gen Sets would ship in no more than 3 weeks and required payment in full in advance in accordance with NGS Power, LLC's written quote as a condition to your agreeing that the Gen Sets would arrive in Florida in that time. In fact, on April 6, 2018 at 1:03PM, you emailed LSJE, LLC's representative pressing for payment stating, "I'd like to get these order moving asap, so no one gets upset." LSJE, LLC paid NGS Power, LLC in reliance on that representation and agreement. Unfortunately, since receiving full payment from my client in April, you have meticulously avoided all efforts by my client to communicate with you and secure delivery of the Gen Sets.

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After sending payment on April 10, 2018, LSJE, LLC's controller, Richard Kahn, telephoned you repeatedly and emailed you a dozen times to confirm when NSG Power, LLC would ship the Gen Sets to Florida. But you refused to respond. After numerous unsuccessful attempts to reach you by telephone, on May 16, 2018, LSJE, LLC's representative, Daphne Wallace, again telephoned your office and spoke to your bookkeeper, Tammy, who advised that the Gen Sets had not shipped yet and would not ship until May 31, 2018. Only after another flurry of unanswered messages to you, was Ms. Wallace again able to reach Tammy on May 30, 2018, who advised that the Gen Sets would not ship to Florida on May 31, 2018 as promised. LSJE, LLC's representative, Lesley Groff, actually traveled to your office to see you on June 13, 2018. At that time, she was met by an NGS Power, LLC employee, who advised that you were not on premises but connected her to you by telephone. Ms. Groff advised you that since you failed to deliver the Gen Sets as agreed, you should return the \$46,325.34 LSJE, LLC paid to NGS Power, LLC. You responded that you would do so, but had to speak to Tammy first, as she was your bookkeeper. Since Ms. Groff's office visit, no payment has been made to LSJE, LLC and once again you refuse to respond to any telephone messages or emails.

We have begun an investigation of you and NGS Power, LLC and have discovered several complaints filed against NGS Power, LLC in late 2017 for undelivered merchandise for which advance payment was made in full. We have also discovered several tax liens filed against you, including an IRS tax lien in excess of \$41,000, as well as an outstanding foreclosure action by Wells Fargo Bank against you, all of which were pending prior to your securing advance payment from LSJE, LLC. Your firm's failures to ship merchandise for which you had been paid in full, coupled with your own outstanding tax liens and pending foreclosure lead us to conclude that you secured payment from LSJE, LLC under fraudulent pretenses in order to obtain funding to resolve more immediate and pressing obligations. It is apparent that you accepted payment from LSJE, LLC without ever intending to deliver any merchandise as you have apparently done before. Your complete failure to respond to any of the multitude of well documented emails and messages from LSJE, LLC's representatives only serves to confirm your illicit intent.

LSJE, LLC has authorized me to retain local counsel to bring legal action against you to recover (a) all moneys paid to you for the Gen Sets, (b) consequential damages to LSJE, LLC arising out of a sustained power outage on Great St James as a result of your failure to deliver the Gen Sets and the time delays before replacement equipment can be obtained, (c) attorneys' fees and costs, as well as (d) substantial punitive damages for the harm suffered by LSJE, LLC as a direct result of your fraudulent misconduct. Such legal action may include, without limitation, securing judgment against you and your firm, filing a judgment lien, and collecting on that judgment through wage garnishment and asset attachment. If you would like to resolve this matter before LSJE, LLC commences suit, I suggest you contact me immediately to arrange for payment, as no further demands or warnings will be given.

Jared Mondelci, Managing Member
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This letter is without prejudice to the rights and claims of LSJE, LLC against NGS Power, LLC and Jared Mondelci, all of which are hereby expressly reserved.

Very truly yours,

Darren K. Indyke