

**DARREN K. INDYKE**  
**DARREN K. INDYKE, PLLC**

email: [REDACTED]

July 2, 2018

Mr. Raymon Alonso, President  
Radyca, Inc.  
1450 Brickell Avenue Suite 2120  
Miami, FL 33131

Re: Jeffrey Epstein and LSJE, LLC v. Radyca, Inc.

Dear Mr. Alonso:

I am general legal counsel to Mr. Jeffrey Epstein and his limited liability company, LSJE, LLC, and write to recover monies my clients advanced to your firm and for which they have received nothing of value.

More than seven months ago, you held your firm and yourself out to Mr. Epstein as internationally recognized architectural and landscape design professionals with the necessary expertise, sophistication, talent and resources to timely and reliably complete a comprehensive luxury residential design project involving multiple structures, landscaping, and civil design for a personal Caribbean island residence situated over two adjacent cays totaling 200 acres in the U.S. Virgin Islands. On the basis of your representations and the numerous repeated promises you made to Mr. Epstein, his limited liability company, LSJE, LLC, paid you over \$200,000 for which he has received only miniscule fraction of the deliverables you promised to him, despite the expiration of both an initial deadline and a revised deadline that you yourself established as more than reasonable timeframes within which to accomplish the preliminary design work you proposed.

LSJE, LLC paid you \$79,600 to provide comprehensive site survey and digitization deliverables to establish the existing conditions at the project site from which the rest of your work was to be derived. That work was initially to be completed by the third week of January 2018, but as of today's date it is still incomplete. Without your completion of this work and outside of the additional design work you were to perform, the small portion of work you completed has no utility to Mr. Epstein and the funds LSJE, LLC paid you for it have been utterly wasted.

In addition to establishing the existing conditions for the project, you and your firm undertook to provide 20 categories of deliverables, each with multiple components, as part of the Master Plan Conceptual Design services you and your team were to complete by February 28, 2018. Persuaded by the breadth and sophistication of your proposed Master Plan Conceptual Design services, Mr. Epstein caused LSJE, LLC to pay you over \$122,000 as an advance against the impressive list of detailed deliverables you were to provide. However, even after you extended your completion deadline to June 4, 2018, Mr. Epstein has yet to receive even a single useful document from your firm and nothing that remotely approaches the caliber and sophistication you held yourself out as able to provide.

The landscape architect with whom you actually had to subcontract to perform the services you assured Mr. Epstein your firm was capable of providing backed out of the project, even though you had already informed Mr. Epstein that the landscape design work had previously begun. As a result, you had no choice to return the full \$42,000 of the advance that you had allocated for landscape design services.

I have substantial documentary evidence showing time and again your disregarding specific project instructions from Mr. Epstein. I have reviewed numerous emails establishing submissions by you that lacked necessary scale or that included features contrary to previously agreed program design elements. There are myriad examples of your omitting whole components of the design from your submissions and critical details from even the components you did include. At your meeting with Mr. Epstein on April 28, 2018, it was agreed that nothing had been accomplished with respect to the Master Plan Conceptual Design for the project and that you were in fact back to square one. Now, after two more months, you are still no further along.

Mr. Epstein has received nothing useful for the \$160,405 unreturned balance of what LSJE, LLC advanced to your firm. Despite this, you now appear to be demanding payment from LSJE, LLC of an additional \$66,596. You have no signed agreement with Mr. Epstein. Any implied agreement you might attempt to claim would be repudiated by your countless broken promises, unprofessional submissions, and admissions of what is at best your own misunderstandings and at worst clear misconduct. Let me assure you that based on the documentary evidence in this case, there is no court anywhere that would give any credence to your frivolous claims, least of all a court in the U.S. Virgin Islands, where Mr. Epstein will be forced to bring suit if you are unable to resolve this matter amicably. Should Mr. Epstein be forced to bring suit, not only will he seek to recover all amounts he previously paid to your firm, as well as attorneys fees and costs, but he will also pursue recovery of consequential damages arising out of the unconscionable and costly delays caused by your firm's repeated failures to deliver. Moreover, should we discover during the course of litigation any intentional misconduct or dishonesty on the part of your firm, Mr. Epstein would seek to recover extensive punitive damages as a result of the same.

Therefore, on behalf of Mr. Epstein and LSJE, LLC, demand is hereby made for payment in the amount of \$160,405, representing all funds previously paid by LSJE, LLC to your firm, which have not been returned by your firm. If we do not receive payment, we will have no choice but to pursue formal avenues of recovery.

Please be guided accordingly.

This letter is without prejudice to the rights, claims and defenses of Jeffrey Epstein and LSJE, LLC against Radyca, Inc., all of which are hereby expressly reserved.

Very truly yours,

Darren K. Indyke