

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

JEFFREY EPSTEIN and L.S.J., LLC,)	
)	CIVIL NO. 2010/443
Plaintiffs,)	
)	ACTION FOR DAMAGES
v.)	
)	JURY TRIAL DEMANDED
FANCELLI PANELING, INC.,)	
)	
Defendant,)	
)	
v.)	
J.P. MOLYNEUX STUDIO, LTD.,)	
)	
Nominal Defendant.)	

J. P. MOLYNEUX STUDIO, LTD.’S ANSWER TO SECOND AMENDED COMPLAINT

COME NOW defendant, J.P. Molyneux Studio, Ltd., (hereinafter “JPMS”), by and through undersigned counsel, and in answer to plaintiffs Second Amended Complaint (“2AC”), states as follows:

1. JPMS lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraphs 1, 2, & 3.
2. JPMS admits that it is incorporated and has its principal place of business in the State of New York, as alleged in paragraph 4 of the 2AC. JPMS further admits that it has settled all claims with plaintiffs which arose from or out of the work and services which are the subject of the 2AC. JPMS denies that it is a necessary party to this or any lawsuit between plaintiffs and Fancelli Paneling, Inc. (hereinafter “Fancelli”).
3. JPMS states that there are no claims for relief asserted against it in the 2AC, and as such it is not required to respond to the allegations in paragraph 5 through 11 of the 2AC.

Count I - Breach of Contract

4. No response is necessary to paragraph 12 of the 2AC, but to the extent a response is required, JPMS repeats and realleges its responses in paragraphs 1 to 3 above, and incorporates the same by reference herein.

5. There are no allegations in paragraphs 13 to 17 against JPMS, and as such the answering defendant is not required to respond thereto.

Count II - Negligence

6. No response is necessary to paragraph 18 of the 2AC, but to the extent a response is required, JPMS repeats and realleges its responses in paragraphs 1 to 5 above and incorporates the same by reference herein.

7. There are no allegations in paragraphs 19 to 21 against JPMS, and as such the answering defendant is not required to respond thereto.

AFFIRMATIVE DEFENSES:

1. The 2AC fails to state a claim for relief against JPMS.
2. There is no controversy between the plaintiffs and JPMS;
3. Any claims which plaintiffs could have asserted against JPMS are barred by the doctrines of release and waiver;
4. There has been an accord and satisfaction, and a novation, as to any claims which plaintiffs could have asserted against JPMS;
5. Any claims against JPMS are barred by the doctrine of estoppel;
6. Plaintiffs 2AC has been filed in breach of the Settlement Agreement between plaintiffs and JPMS;
7. JPMS reserves the right to amend to add additional affirmative defenses which

may be disclosed through discovery and/or investigation.

WHEREFORE, defendant JPMS hereby demands that it be dismissed from this action, and that it be award its reasonable attorney's fees and costs.

DATED: May 2, 2012

Respectfully submitted,

A.J. WEISS AND ASSOCIATES

By:

A. Jeffrey Weiss, Esq.
6934 Vessup Lane
St. Thomas, U.S. Virgin Islands 00802-1001
Telephone: [REDACTED]
Telecopier: [REDACTED]
Counsel for J.P. Molyneux Studio, Ltd.

CERTIFICATE OF SERVICE

I hereby certify that on this the 2nd day of May 2012, I caused a true and exact copy of the foregoing **ANSWER TO SECOND AMENDED COMPLAINT** to be served via U.S. Mail, postage pre-paid, on the following:

Denise M. Francois, Esq.
HODGE & FRANCOIS
1340 Taarneberg
St. Thomas, U.S. Virgin Islands 00802
Counsel for Plaintiffs Jeffrey Epstein & L.S.J., LLC

Treston E. Moore, Esq.
MOORE DODSON & RUSSELL, P.C.
Post Office Box 310
14A Norre Gade
St. Thomas, U.S. Virgin Islands 00804-0310
Counsel for Defendant Fancelli Paneling, Inc.

Kisha Callwood