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

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JEFFREY EPSTEIN, et al.,	)	
	)	
	)	
Plaintiffs,	)	
	)	
v.	)	NO. ST-10-CV-443
	)	
FANCELLI PANELING, INC.,	)	
	)	
Defendant.	)	(CARROLL, J.)
	)	

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*DEFENDANT'S RULE 26(a) DISCLOSURES*

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COMES NOW DEFENDANT, FANCELLI PANELING, INC., by and through its undersigned counsel, to provide herewith its initial discovery disclosures required by *F.R.Civ.P. 26(a)* and *LRCi. 26.2(c)*:

**I. IDENTITY OF WITNESSES:**

The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information:

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1. Mr. Jean Pierre Fancelli, the principal of Fancelli Paneling, Inc., 24 East 64<sup>th</sup> Street, New York, New York 10021, has knowledge of all aspects of the transactions and work he provided forming the bases for some of the claims and defenses herein, including the purchase order issued by "Molyneux" requesting a limited scope of Fancelli work on, or about June 15, 2006..
2. Juan Pablo Molyneux is the principal of Molyneux Studios, Inc., 29 East 69<sup>th</sup> Street, New York, New York 10021. Mr. Molyneux. Mr. Molyneux contracted with Plaintiff to provide a wide scope of services, then issued a purchase order to Mr. Fancelli to perform a smaller scope of the work. Mr. Molyneux accepted and approved the work provided by Mr. Fancelli under their purchase order(s), on, or about March 22, 2010.
3. Mr. Jeffrey Epstein. Mr. Epstein is, upon information and belief, a principal in L.S.J., LLC, who initially contracted with Mr. Molyneux to perform a defined scope of work from his address at 9 East 71<sup>st</sup> Street, New York, New York 10022.
4. Mr. Gary Kerney. On, or about March 17, 2010, Mr. Kerney was specifically designated by Mr. Epstein as his sole agent to oversee the fabrication and installation of the work at issue in this litigation. On, or about March 23, 2010, Mr. Kerney accepted and approved the work performed by Mr. Fancelli.
5. Mr. Christian Barthod. Mr. Barthod is an employee of Fancelli Paneling, Inc., who has knowledge of the transactions and work though his communications with the parties and their several representatives and/or employees and additional contractors throughout the work at issue in this action.

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6. The Parties have additional employees and retainers noted on the consistent exchanges of emails and documents throughout the performance of the work, then for "purposes of settlement only" thereafter. They are included by reference herein.

**II. DOCUMENTS:**

**A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:**

1. This dispute involving a defined scope of work, its cost, quality, completion and acceptance, has been substantially documented through a continuing exchange of contract documents and attending letters and emails among and between those with roles in this dispute and their legal representatives prior to, during and after the performance of the work. It is respectfully submitted that a large number of the referenced documents are already in the possession of those already Parties, for which there is no duty to reproduce through duplicative disclosures. See *LRCi 26.2(d)*.
2. Defendant does not waive its right to exclude materials extended "for purposes of settlement only," or in conjunction with subsequent remedial measures, etc., pursuant to *Fed. R. Evid. 407-409*.
3. Defendant's original universe of documents pertaining to its case are located in its office at the address set out above, or at Defendant's office in France. Upon information and belief,

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the custodians of those materials have been and are currently in Paris, but are due to return to New York on, or before November 20, 2011.

**III. DAMAGES:**

**A computation of any category of damages claimed by the disclosing party, making available for inspection and copying under *Fed. R. Civ. P. 34* the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered:**

1. Defendant has been damaged in an amount to be determined, including, but not limited to its fees and costs attending the defense of this action. Defendant seeks to recoup all of its investigation and litigation costs and expenses.

**IV. INSURANCE AGREEMENTS:**

**Any insurance agreement under which any person or entity carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment, as well as reports or documents bearing on reservation of rights or denial of coverage:**

1. N/A (None Known).

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Dated this 3th day of November, 2011.

Respectfully submitted,



Treston E. Moore, Esquire

V.I. Bar No. 10

MOORE DODSON & RUSSELL, P.C.

Attorneys for Defendant

5035 Norre Gade, P.O. Box 310

St. Thomas, VI 00804-0310

PHONE: [REDACTED]

FAX: [REDACTED]

EMAIL [REDACTED]

**CERTIFICATE OF SERVICE**

I hereby certify that on this 3th day of November, 2011, a copy of the foregoing was served by first class mail, postage prepaid, upon Denise Francois, Esquire, Hodge & Francois, #1340 Taarneberg, St. Thomas, V.I. 00802.

