

NATURE OF THE ACTION

1. This is an action for damages brought by Plaintiffs on behalf of a nationwide class of purchasers of artwork at shipboard art auctions conducted by Park West during leisure cruises on ships owned or operated by Carnival. Art auctions at sea are a featured recreational event on cruises departing from the United States, ostensibly offered by cruise lines as an exciting and fun activity. Because of the illegal actions of Defendants as described in this Complaint, Plaintiffs and the Class suffered losses and injury through the operation of the Art Auction Enterprise (defined below) when they purchased works of “art” at these auctions. The “art” purchased was *not* as it was represented to be by Defendants.

2. For at least the past ten (10) years, and continuing into the present, Park West planned, operated and continues to operate a fraudulent scheme to sell artwork at shipboard auctions on Carnival cruises, representing at each of the auctions on all of the cruises that the artwork is a “good investment,” and will, immediately upon disembarking, appraise for “many times” the purchase price. In fact, the artwork sold at the shipboard auctions is low-value or worthless, often mechanical reproductions or otherwise misrepresented in kind or quality by Park West, and is sold at inflated prices.

3. Park West and Scaglione were assisted and facilitated by Carnival in accomplishing the goal of the Art Auction Enterprise to sell millions of dollars worth of artwork misrepresented to be a “good investment” and to sell phony Appraisals supporting the value of the artwork for the profit of Defendants. Park West, Carnival and Scaglione earned millions of dollars from the operation of this illegal scheme.

4. Carnival voluntarily and knowingly joined and conspired with Park West to feature the Park West art auctions on its cruises.

5. Defendants' scheme as alleged in this Complaint violates the Racketeer Influenced and Corrupt Organization Act ("RICO"), 18 U.S.C. § 1961, *et seq.*, and the state common and statutory laws entitling Plaintiffs and the Class to damages.

THE PARTIES

Plaintiffs:

6. Plaintiffs Donald Hatter and Joyce Hatter (the "Hatters"), husband and wife, are citizens and residents of Lincroft, New Jersey. The Hatters purchased artwork in 1999 and 2001 at Park West shipboard auctions while on board the Carnival cruise ships *Triumph* and *Paradise*.

7. The Hatters are not sophisticated purchasers of art and attended the Park West auctions as a recreational activity while cruising. They purchased the artwork because it was represented by the auctioneer to be a "good investment" that would appraise for "many times" the hammer price (last bid price) immediately upon disembarking from the ship.

8. The Hatters also purchased Appraisals for the artwork while on board the ship, which arrived in the mail and were signed by Scaglione.

9. The artwork purchased by the Hatters was not what Park West represented it to be. It is not a good investment, not worth what Plaintiffs paid for it, and the Appraisals from Park West/Scaglione are phony.

Defendants:

A. Park West

10. Defendant Park West Galleries, Inc. d/b/a Park West Gallery (“PWG”) is a corporation organized under the laws of Michigan with its principal place of business and headquarters at 29469 Northwestern, Southfield, Michigan 49034. PWG designed, operated and conspired with Scaglione and Carnival to operate the fraudulent scheme described in this Complaint.

11. PWG, on the Park West Gallery website, bills itself as the largest single operator of art auctions in the United States. PWG sells approximately 300,000 pieces annually with \$300 million in annual sales. One-half of PWG’s auction sales occur at shipboard auctions conducted during leisure cruises on the most famous cruise lines departing from the United States, including Carnival. PWG has an exclusive contract to conduct art auctions on Carnival cruises.

a. PWG has approximately 180 employees in Southfield, Michigan and operates its exhibition galleries, executive offices, staff functions, art storage facilities, research, framing department and customer service departments from that location.

b. Upon information and belief, PWG maintains its business records in Southfield, Michigan. These business records include an “End of Cruise Report,” created and maintained by Park West, for each cruise on which an auction was conducted detailing: the ship’s itinerary, the date and venue of the auction, start and stop time, attendance, revenue from

sales, including buyer's premium, appraisals sold, and the customer's method of payment, including payment on the ship's bill.¹

c. PWG has sold artwork, either itself or through affiliates it owns and controls, at shipboard auctions on the Carnival ships for at least the past ten (10) years. Park West pays Carnival a fee for renting the venues used to display the artwork and to hold the auctions on board the ship. It also pays Carnival all fees associated with conducting the auction, a fixed fee as a concessionaire and a percentage of the auction sales revenue for each voyage.

d. PWG prepares and distributes the phony Appraisals that are sold to successful bidders like Plaintiffs and the Class at the shipboard auctions. These Appraisals are paid for separately from the price of the artwork and, like the artwork, can be paid for by a purchaser by adding the price of the artwork or Appraisal to the ship's bill or separately by credit card.

e. PWG is not a publicly held corporation. Complete information about the corporate structure of PWG, including the nature of its affiliations with other Park West related or non-related entities, is not available to Plaintiffs and is under the exclusive control of Scaglione and Park West.

f. PWG controls Defendants PWG Florida, Inc., Fine Art Sales, Inc., Vista Fine Art LLC and John Does 1-50.

¹ The ship's bill will include any items purchased by the cruiser that were not included in the price of the ticket.

g. PWG designed and operated the Art Auction Enterprise and conspired with Carnival and Scaglione to operate the Art Auction Enterprise through a pattern of racketeering activity in violation of RICO, 18 U.S.C. § 1962(c), as described in this Complaint.

12. Defendant PWG Florida, Inc. (“PWG FL”), an affiliate of PWG, is incorporated in Delaware with its principal place of business in Miami Lakes, Florida. PWG FL is controlled by Scaglione and PWG and participated with PWG in the operation of the fraudulent scheme and conspiracy alleged in this Complaint.

a. PWG FL has approximately 207 employees in Florida. PWG FL distributes artwork sold at the Park West shipboard auctions from its Florida location. PWG employees travel frequently to PWG FL to conduct Park West’s business.

b. PWG FL is not a publicly held corporation. Information about PWG FL, its corporate structure and affiliations with related Park-West entities, the John Does and Carnival is under the exclusive control of Scaglione, PWG or PWG FL.

c. PWG FL participated with PWG and Scaglione in the fraudulent scheme to violate RICO, 18 U.S.C. § 1962(c), described in this Complaint and conspired with PWG, Scaglione and Carnival to violate RICO, 18 U.S.C. § 1962(c).

13. Defendant Vista Art, LLC (“Vista”) is a Delaware limited liability company with its principal place of business located in Southfield, Michigan.

a. Vista, doing business as Park West at Sea (“PWS”), is an affiliate of PWG and participated in the operation of the fraudulent scheme and conspiracy described in this Complaint. PWS conspired with Park West, Scaglione and Carnival to violate RICO, 18 U.S.C. § 1962(c).

c. PWS sells artwork at shipboard auctions on ships operated by Carnival *always* while the cruise ships are in international waters and has done so for the past ten (10) years.

d. PWS is controlled by Defendant Albert Scaglione, who is its sole member and a principal of PWG. Vista/PWS is not a public company. Information about the corporate structure of PWS and its affiliations with other Park West and non-Park West persons or entities is not publicly available and is under the exclusive control of PWG, PWS and Scaglione.

14. Defendant Fine Art Sales, Inc. (“FASI”) is a Delaware corporation with offices in the same facility as PWG in Southfield, Michigan. FASI sells artwork aboard cruise ships, including the ships of Carnival.

a. FASI is owned or controlled by PWG and Albert Scaglione. FASI is not a publicly held corporation. Information about FASI, its corporate structure and affiliations with related and non-related Park West persons or entities is under the exclusive control of FASI, Scaglione or Park West.

b. FASI participated with PWG and Scaglione in the fraudulent scheme described in this Complaint and conspired with PWG, Scaglione and Carnival to violate RICO, 18 U.S.C. § 1962(c).

15. Defendant Albert Scaglione (“Scaglione”) is a citizen and resident of Michigan. Scaglione is the prime architect of the fraud and conspiracy to operate the Art Auction Enterprise described in this Complaint. Scaglione is the founder, president and chief executive officer of PWG, having held the position of CEO for forty (40) years. Scaglione is in charge of the day-to-

day operations of PWG and Park West and personally earned millions of dollars from the sale of artwork and Appraisals on Carnival cruise ships.

16. Scaglione signed the Appraisals at issue in this Complaint.

17. Scaglione, as an individual, is the managing member of the single member entity Vista, the Park West affiliate that does business as PWS.

18. Scaglione controls PWG, PWG FL, Vista and PWS.

19. Defendants John Does 1-50 are the affiliated or non-affiliated persons or entities of Park West that directly or indirectly employ the auctioneers (or who are the auctioneers) that conducted the shipboard art auctions on the Carnival cruises and sold artwork to Plaintiffs and the Class. John Does 1-50 are under the control of Park West and Scaglione. Park West furnishes each auctioneer with a “Policy and Procedure Manual” prescribing techniques and policies to employ while conducting the shipboard auctions and conducts a training program for auctioneer “trainees.” In litigation throughout the United States, Park West has maintained the legal position that the auctioneers are “independent contractors.”

20. Park West and John Does 1-50 are referred to together in this Complaint as “Park West.”

B. Carnival

21. Defendants Carnival Cruise Line, Carnival Corporation and Carnival plc (together “Carnival”): Carnival Corporation and Carnival plc operate as a dual listed company, whereby the businesses of Carnival Corporation and Carnival plc are combined through a number of contracts and internal governing provisions. Carnival Corporation is incorporated in the Republic

of Panama. Carnival plc is incorporated in England and Wales. Carnival Cruise Line is a subsidiary of Carnival Corporation and plc. Carnival's headquarters is located in Miami, Florida.

a. Carnival cruises depart from all major ports in the United States, including Alaska and Puerto Rico.

b. Carnival conspired with Park West, Scaglione and John Does 51-100 to violate RICO, 18 U.S.C. § 1962(c), as described in this Complaint.

22. Defendants John Does 51-100 are affiliated or non-affiliated persons or entities that participated with Carnival in the illegal acts described in the Complaint.

23. Carnival and John Does 51-100 are referred to in this Complaint as "Carnival."

JURISDICTION

24. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and § 1332, the Class Action Fairness Act of 2005. The amount in controversy exceeds five million dollars (\$5,000,000), exclusive of interest and costs, and members of the putative class number in excess of one hundred (100) and reside in states different from the Defendants. This Court has supplemental jurisdiction over the Plaintiffs' common law claims pursuant to 28 U.S.C. § 1367.

25. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(1). Park West and Scaglione reside in this district and Carnival does business and is present in this district through its on-going business relationships with Park West and with the citizens of this State. A substantial part of the events alleged in this Complaint giving rise to Plaintiffs' claims occurred in and were directed from this district.

FACTUAL ALLEGATIONS

Park West:

26. Park West styles itself as the world's largest art dealer, selling over 300,000 pieces of artwork a year, garnering revenues in 2007 in excess of \$300 million. Half of this revenue was generated by Park West shipboard auctions conducted on the world's most famous and popular cruise ships, including the ships of Carnival. The art auctions are *always* conducted while the ships are cruising in international waters.

27. Park West has been in business for forty (40) years, and for the last ten (10) years, it has associated with nine (9) cruise lines to provide art auctions as a recreational event for "cruisers," as leisure passengers are frequently called. The cruise lines Park West operates on are: Regent Seven Seas, Royal Caribbean, Celebrity, Carnival, Norwegian Cruise Lines, Oceania, Disney and Holland America (the "Cruise Lines"). Park West controls a majority of the shipboard art auction business on Cruise Lines departing from the United States, operating on over eighty (80) ships. The launch of Park West's ocean-going venture overlaps with the explosion in popularity of leisure cruises as a vacation choice for Americans. Over seventeen million (17,000,000) passengers cruise annually.

28. In the ten (10) year time period since Park West began conducting shipboard art auctions, the leisure cruise industry has become the fastest growing segment of the American travel and leisure industry, raking in revenues of thirty billion dollars (\$30 billion) in 2008. The demographics of cruise ship passengers who attend Park West's art auctions consist of well-educated, affluent, middle-to-older aged vacationers with time to spare and money to spend. The Caribbean is the number one destination from the U.S. for leisure cruises.

29. By the time Part West launched its shipboard art auction venture, Park West had already established itself as a leader in “popular art” auctions. Thus, Park West was able to propose to Carnival that shipboard art auctions were money-making “events,” with Park West serving as the concessionaire or vendor. The shipboard auctions provided a new and significant source of revenue for Park West and Carnival, but neither Park West nor Carnival ever disclosed to Plaintiffs and the Class that Carnival had a financial interest in the auctions.

30. On its website, Park West states that its mission is to bring the experience of researching, collecting and living with fine art to people who do not have access to outstanding galleries and auction houses. Park West purposefully pitches its fraudulent and deceptive scheme to the naïve art purchaser at shipboard auctions, selling low value, worthless or fake artwork, while misrepresenting to Plaintiffs and the Class that the artwork is valuable, a “good investment” and that the artwork will “appraise immediately after purchase for many times the sale price.” These uniform misrepresentations were made by Park West to Plaintiffs and the Class on all Carnival shipboard art auctions during the Class Period.

31. The artwork Park West sells is not what it represents to its customers. Park West knew but did not disclose to Plaintiffs and the Class that, to the extent the artwork is “original,” it is one of a series so large that it ultimately becomes depressed in value, is one of a series of multiple series, was run after the artist’s death, was done by another artist ostensibly with the permission of the featured artist or, worse still, was simply a poster. The artwork purchased by Plaintiffs and the Class is not a “good investment” because it will not appreciate in value.

32. The only reason that the artwork Park West sells appraises for above the dollar amount paid for it by Plaintiffs and the Class at the shipboard auction is that Park West *itself*

does the appraisal, thus guaranteeing that the number will be where Park West wants it to be – above the hammer price.

Carnival:

33. The Park West proposal was a win-win situation for Carnival. The costs associated with the auctions were incurred by Park West, thereby making Carnival's investment minimal. Carnival provided Park West with a venue to display the art and another to conduct the auction. Carnival also dedicated a block of time, always when the ship was in international waters, for Park West to conduct the auction. Carnival was careful to limit other recreational activities from competing with the same time period of the auction. Carnival crews served the provided venues.

34. For Carnival, the art auctions, like casino-style gambling, became a major form of entertainment that it provided to cruisers, as well as a major source of revenue. Carnival received a guaranteed revenue stream from Park West *via* the auction sales and concessionaire fees; however, neither Park West nor Carnival ever disclosed to Plaintiffs and the Class that the auctions were a revenue center for Carnival.

35. Carnival's portion of art auction revenue is computed as a percentage of the auction proceeds (up to 20%) against an agreed (but secret) minimum per voyage. Plaintiffs and the Class spent millions of dollars on purchases of artwork from Park West shipboard auctions on Carnival Cruises.

36. The artwork that Park West will auction on any particular cruise is handsomely framed and remains on display throughout duration of the cruise. Carnival never discloses its financial interest in the art auctions. Carnival does not stand behind its concessionaires or offer

any relief to Plaintiffs and the Class who complain about Park West, but it continues to allow Park West to conduct its auctions on Carnival cruises.

37. Carnival selects the location and timing of the auction and encourages passengers to attend and mingle at the venue before the auction in the party-like shipboard atmosphere. Passengers are treated to a free champagne cocktail-hour before the bidding begins, providing time to relax, socialize and preview the artwork that will be offered for sale. The champagne is provided by Carnival at Park West's expense and is served by members of the Carnival crew.

38. Shipboard art auctions are enormously successful for Park West and Carnival, earning significant revenue for both. The financial success of the shipboard auctions depends on the trust placed in Carnival by Plaintiffs and the Class. Park West trades on cruisers' trust and faith in Carnival to sell the artwork at sea and makes the same misrepresentations to auction attendees on cruise after cruise. Repeat business by cruisers is critical to the success of all cruise lines. In 2008, one-half (1/2) of all passengers on cruise ships were repeat cruisers. Repeat Carnival cruisers would be familiar with Park West, having seen them while on board a previous cruise.

39. With Carnival's knowledge, cooperation and agreement, Park West used the reputation of Carnival to lure Plaintiffs and the Class to the auctions and to close sales. Plaintiffs and the Class were unaware of the implications of Carnival's foreign registry and that it was not an American entity, even if departing from the United States. Passengers were generally unaware that, in the event of a dispute, Carnival and Park West would claim to be insulated by international or admiralty law from consumer claims.

40. Carnival facilitated Park West's fraud by allowing Park West, an American entity, to piggy-back on Carnival's legal insulation under admiralty law by deliberately scheduling the Park West art auctions only when the ship was in international waters and by never disclosing its financial interest in the auctions. Carnival "closes down" Park West's auctions while the ship is in port or in the territorial waters of any port of call, creating the illusion for Plaintiffs and the Class that there is a legal impediment to Park West's operating in port, similar to the legal impediments for operating casino gambling while in port.

41. Carnival allows cruisers to pay for their Park West purchases and the Park West phony Appraisals on the ship's bill that Carnival renders to passengers immediately prior to disembarking.

42. Carnival never disclosed to Plaintiffs and the Class that it receives a percentage of the auction sale proceeds or that its profitability depends on the success of shipboard vendors, including Park West.

43. Carnival actively assisted and conspired with Park West and Scaglione in the fraud. The pattern described in the Complaint is without substantial variation for all Carnival cruises: prominent display of auction venue on board the ship, champagne preview, auctions scheduled only in international waters, sales made by means of fraudulent misrepresentations that the art is a "good investment" and will "immediately appraise" for more than the price paid, and payment permitted on the ship's bill.

44. Sponsorship by Carnival provides Park West with respectability and access to a large, affluent captive audience.

45. Over half of the 200,000 American passengers who cruised annually during the Class Period (defined below) reside in Florida, California, Texas, New York, Pennsylvania and Massachusetts.

The Shipboard Auctions:

46. The Park West shipboard auctions are carefully orchestrated by Defendants to generate maximum interest among the passengers. The auctions are conducted by auctioneers who are either employed (directly or indirectly) by Park West or Scaglione or are under Park West's control. The "private sales" described herein are part of Park West's shipboard auction scheme and Defendants' conspiracy.

47. Prior to the opening auction on any Carnival cruise, the artwork to be auctioned is displayed by Park West at a prominent shipboard location, including such "works" as Dali, Picasso and Rembrandt to serve as a draw. The start of the auction is prominently featured on the Carnival ship's daily calendar, on-board website and is announced over the loud speaker system immediately before beginning.

48. The auctioneers and other Park West employees (together "auctioneer(s)") circulate among the passengers who come to preview the artwork in order to encourage participation in the bidding and to misrepresent to Plaintiffs and the Class, in a uniform sales pitch used at all Park West shipboard auctions on Carnival, that: (1) the auctioneers have expertise in art, which they do not; (2) the artwork to be offered at auction is a "good investments," which it is not; (3) the artwork is "original," which it is not, (4) the artwork actually received will be a "unique variation" (not a copy) of artwork displayed, a meaningless

term, and (5) any artwork purchased at auction “will appraise immediately on shore for many times the auction purchase price,” which is blatantly untrue.

49. Employees of Carnival circulate during the preview, serving champagne and tidying up the venue post-cocktail hour. Also during the preview, the auctioneers promise a surprise giveaway at the first auction as yet another hook to attract bidders to the auction, all occurring within earshot of the Carnival crew.

50. When bidding begins, it is conducted under the direction of auctioneers who are trained by Park West. Park West employs a “Principal Auctioneer” in Michigan who instructs and trains auctioneers. The sales pitch employed by the auctioneers touts the investment value of the artwork and includes a sales patter fixing the value of each piece at a dollar amount developed by Park West prior to the auction. This value is then used by Park West as the Appraisal value, which is supplied to the customer after the sale.

51. At each auction, the auctioneers represent the artwork to be a “good investment” and state that any purchase “will immediately appraise for many times” the purchase price.

52. At the first auction on each voyage, auctioneers pretend to “sacrifice” an “important” artwork for a seemingly ridiculously low price, sometimes as low as fifty dollars (\$50.00), in order to stimulate bidding. Bidding is fast paced and reflects the general party atmosphere on a Carnival ship, where passenger spending is not only encouraged but crucial to the financial success of Carnival. The auctioneers engage in high pressure tactics, belittling bidders who hesitate to bid higher and always speaking with the pistol shot speed that is the auctioneer’s stock in trade.

53. Plaintiffs and the Class are not told by Park West before or during the auction whether a sellers' reserve will be applied, or whether shilling (bidders who are put-ups by Park West and have no intention to purchase) or phantom bidding (bids called with no bidder) are permitted at the auction. While some of these practices are legal under the laws of some states or may be otherwise regulated by state law, Park West times its auctions to operate out of the reach of state laws regulating auctions. All Park West ever discloses to Plaintiffs and the Class is the minimum bid.

54. Auctioneers encourage cruisers to purchase at the auctions (and the previews and the "private sales") by emphasizing that the auction is taking place on board a famous, well-respected cruise line, Carnival, by stating, "Do you think Carnival would allow us to have a shop here if we were fraudulent? If we were not reputable?" At least half of the passengers will recognize Park West's auctions from other cruises, reinforcing Park West's credibility. Park West omits to disclose Carnival's financial interest in the auction proceeds. All of these misrepresentations are made at all auctions and are made openly and are well-known to Carnival, whose officers and employees can hear them being made and have heard them before. The auctions are conducted in a public space on the Carnival ship where Carnival employees have full and easy access to the proceedings.

55. Different works or "lots" of artwork are made available for sale by Park West each day at the auction as the cruise progresses. This procedure assures that Park West has new works to auction each night, replenishing the supply of artwork and encouraging repeat business from passengers who might otherwise not attend more than one auction per cruise.

56. Successful bidders pay a "hammer price" (highest bid) **plus** a buyer's premium.

57. At the auctions, as bidding is closing down (because Carnival has a competing recreational activity scheduled or another activity booked for the venue), the auctioneer encourages the cruisers at the auctions to attend a “private sale” where the unsold paintings will be displayed and are available for purchase. As part of the fraudulent scheme, the auctioneers tell Plaintiffs and the Class that the artwork available at the private sale is an even better value than the artwork being auctioned because there are no other bidders at the private sale to drive up the price. Purchasers at the private sale still pay the buyer’s premium as if the artwork had been purchased at the auction.

58. The Park West practices described above were followed on every Carnival cruise where Park West conducted an auction.

Park West Contracts for Sale:

59. Until September 2008, Park West had a strict **NO REFUND** policy. But the existence of this policy was never disclosed to Plaintiffs and the Class until *after* purchase when Plaintiffs and the Class were able to see the “all sales are final” language on the invoice that Park West gave as proof of purchase to all successful bidders.

60. A materially identical invoice was given to Plaintiffs and the Class by Park West for each shipboard art purchase. The invoice is a two sided pre-printed form document generated by Park West. It affords no opportunity for the Plaintiffs and the Class to negotiate or change any of its terms. *See* Exhibit A for sample invoice.

(a) The front of the invoice records the purchaser’s name and address with a list and description of the items purchased. At the bottom of the first page is a pre-printed paragraph (the language of which has not changed substantially over the 10-year period of the

scheme's operation) acknowledging purchase and receipt of the invoice and "agreeing" that no verbal agreements or representations remain in effect except as written on the invoice.

(b) The back of the invoice records "additional terms and conditions," including:

- "All sales are final..."
- "Appraisals represent our opinion of the price a client would have to pay to replace the work through *a reputable retail art gallery*. We do not rely on third party auction prices or internet prices to arrive at the appraised value. We do not issue refunds if another appraiser has a different opinion than ours."

See Exhibit A (emphasis supplied).

61. Plaintiffs and members of the Class pay for the art purchased by check or credit card while on board the ship. Passengers carrying "insufficient funds" with them to pay for costly artwork can immediately apply for a Park West Gallery credit card called a "Park West Collectors Card." Application and approval for the Park West Collectors Card are accomplished for the purchaser while on board the ship through the use of the telephone or wires.

62. Another method of payment commonly used by Park West, with Carnival's knowledge and agreement, is to add the purchase price for the artwork directly to the ship's bill that is presented to Plaintiffs and the Class members before disembarking. These bills too were paid by Plaintiffs and the Class using credit cards that transfer funds electronically. Ship bill costs are placed on the credit card accounts of Plaintiffs and the Class, which are in turn paid by Plaintiffs and the Class through the mail or by wire transfer.

63. Park West now offers a limited refund or return policy which requires that the buyer forfeit the buyer's premium and pay all costs of returning the artwork. The exchange

privilege is only for selected artwork *chosen by Park West*, and the buyer must sign a confidentiality agreement and release with Park West *and the cruise line* before getting a refund or exchange.

64. The artwork sold by Park West (that cannot be carried off the boat) is delivered to the buyer at his/her home address six (6) weeks after purchase *via* Federal Express.

65. A Certificate of Authenticity is placed inside the box at delivery. The promise of the Certificate of Authenticity is touted at the auctions and is another hook for Park West.

66. The Appraisals for the artwork purchased on Carnival cruises are delivered to Plaintiffs and the Class *via* the U. S. Mails.

Park West's Appraisals (the "Appraisals"):

67. Park West offers successful bidders the opportunity to purchase an Appraisal for an additional fee of thirty-five dollars (\$35) for the first Appraisal and fifteen dollars (\$15) for each additional Appraisal. Sometimes the Appraisal is automatically tacked on the purchase price for the artwork.

68. The Appraisals are mailed separately from the artwork *via* U.S. Mail to Plaintiffs and the Class after or about the time the artwork is delivered.

69. Scaglione signs the Appraisals. In those instances where Scaglione did not sign the Appraisal, the Appraisal was signed at Park West's and Scaglione's direction.

70. The appraised value in the Appraisal is *always* greater than the purchase price.

71. The Appraisals are fraudulent and deceptive with the purpose and intent to mislead Plaintiffs and the Class about the meaning and content of the Appraisal and the value of the artwork purchased. The Appraisals also serve to lull Plaintiffs and the Class into a false belief concerning the value of their shipboard art purchases. The Appraisal's function is to validate the purchase price paid by Plaintiffs and the Class and to conceal Park West's misrepresentations by falsely appraising the artwork for many times the purchase price. Plaintiffs and the Class relied on the representations concerning the Appraisals they received as proof that the purchase made was a "good investment."

72. Park West used the same or substantially identical Appraisal form for each Class member's purchase. The Appraisal is a form letter that states:

"The following work of art has been *examined* by Park West Gallery. In *our* opinion the current *gallery retail replacement price* for this work, including its frame is [\$\$\$]...."

See Exhibit B.

73. Park West never disclosed to Plaintiffs and the Class that the Appraisal would be performed by Park West, alone, and entirely without objectivity or generally accepted methodology. The language of the invoice referring to the Appraisal deliberately misstates and implies that Park West or its designate will employ an objective methodology to arrive at its valuation for the Appraisal.

74. There is no statement from Park West that the Appraisal is being prepared for any specific limited purpose other than what is represented at the auction, which is to provide an objective valuation of the artwork purchased by Plaintiffs and the Class.

75. The Park West Appraisal is not an independent, objective valuation of the artwork, but rather a phony, self-interested, fraudulent and biased misrepresentation designed to forestall lawsuits and to deceive Plaintiffs and the Class into believing that the *purchase price* paid for the artwork is a “good investment.” Park West employs no generally accepted methodology to appraise the artwork other than Park West’s “because I say so” or *ipse dixit* valuation of the artwork.

76. According to the American Society of Appraisers (“A.S.A.”), when an appraiser has an interest in the property appraised (as Park West does here as the seller), it is unethical for an appraiser to accept an assignment to appraise a property (here, appraise the value of the artwork) *unless* there is full disclosure to the client. Park West does not make full disclosure.

77. Park West misrepresented to Plaintiffs and the Class the methodology employed by Park West for the Appraisal and the value of the artwork purchased. Park West misrepresented to Plaintiffs and the Class that the Appraisal is the result of its research of a price that would be paid by “a reputable retail art gallery,” omitting to state that the “reputable retail art gallery” was Park West and that Park West is the only art gallery consulted on the Appraisal value. Park West has admitted in other legal proceeding filings that it has no appraisal methodology other than the methodology described herein.²

78. By stating or implying that Park West accessed information from objective, non-related parties and reputable art galleries to arrive at the valuation of the artwork in the Appraisal

² See Plaintiff David Bouverat’s Memorandum in Opposition to Defendant Park West’s Motion for Summary Judgment, *Bouverat v. Park West Gallery, Inc.*, Case No. 08-31331 (S.D. Fla. March 27, 2009).

and by omitting to disclose that the only valuation the Appraisal would supply would be Park West's own interested opinion, Park West intentionally deceived Plaintiffs and the Class.

79. Plaintiffs and the Class did not learn of or know about the deficiencies in the Appraisal at the time of purchase.

The Fraudulent Scheme:

80. The artwork auctioned off by Park West on its Carnival shipboard auctions were not what Park West represented them to be. Namely, the artwork was not valuable, not a good investment, not museum quality, not original and oftentimes fake. Park West deliberately and fraudulently misrepresented to Plaintiffs and the Class, in its uniform sales pitch used on all Carnival cruises within the hearing and knowledge of Carnival personnel, that the artwork sold at shipboard auctions was a "good investment," something to "leave to the grandkids" and would, once on shore, "immediately appraise for many times more" than what Plaintiffs and the Class had paid for the artwork because the artwork was "original" and "touched by the artist's hand."

81. Park West knew, but never disclosed to Plaintiffs and the Class at the shipboard auctions, that:

(a) Dali forgeries abound in the Park West shipboard auctions (and other galleries). Dali is a prominent "hook" artist for Park West.

(b) The Rembrandts offered for sale, Rembrandt Wood Cuts, sold sometimes for as much as \$10,000 each, are in fact modern prints (perhaps made from the original woodcut) that are neither rare nor valuable. Thousands of these "original" Rembrandts are available, and the prints have little chance of appreciation in value and are not a "good investment." Park West never discloses that the Rembrandt prints were not made during the artist's lifetime.

(c) Some Park West artwork for sale (all artwork is framed when displayed shipboard) is merely an ink-jet print, little better than a poster.

(d) The signed and numbered artwork from a series that Park West sells is from a very large series or from one of several series and have little, if any, appreciation value, although Park West represents them to be a “good investment.” Park West only discloses the number in the series when the number is low, but not how many iterations were in the series or if there is more than one series on the market.

(e) Park West does not disclose when Park West is the only dealer for a particular artist or the work that is offered for sale.

(f) Park West artists often negotiate bulk sales of their work with Park West, diminishing the value and making Park West the sole or primary dealer for that artist or particular work.

(g) Artwork sold as “signed by the artist” may have suspect signatures or reproduced pencil signatures.

(h) Artists’ “proofs” of limited editions are editions in addition to the limited edition of the work or that more than one “limited edition” of the same work has been produced.

(i) Park West always describes the pieces it offers for sale at shipboard auctions as “artwork” or “paintings,” even when the work is a print.

82. Reputable art galleries disclose the date of a work that is one in a series for which multiple series may exist, as well as the number in the series and the number of series in existence. Reputable galleries also disclose the methodology for the preparation of a print or lithograph offered for sale and whether the print was created by the artist or by another person at

the artist's direction, as well as the date of the print preparation and total number in circulation. Reputable galleries always disclose the provenance of "original" works of art. Park West never disclosed to Plaintiffs and the Class the details and provenance (as described in this paragraph) for the artwork sold at its shipboard auctions and, in fact, sold the artwork with deliberate misrepresentations.

83. Plaintiffs and the Class are not sophisticated purchasers of art. Plaintiffs and the Class relied on the representations of Park West and the reputation and sponsorship of Carnival in making their purchases.

84. Carnival knew, or was reckless in not knowing, that its participation was essential to operation of the Art Auction Enterprise and Park West's scheme. Upon information and belief, Carnival has received complaints from dissatisfied Park West customers throughout the Class Period.

85. At every shipboard auction on every Carnival cruise, Park West sells or offers to sell an Appraisal for each piece of artwork purchased at the auction. The Appraisals are worthless, deceptively designed to reinforce Park West's deceit and the inflated value of the purchase made by Plaintiffs and the Class and to conceal the Defendants' illegal scheme.

86. Carnival knowingly permits Park West to collect its ill-gotten gains by placing the charges for artwork and Appraisals on the ship's bill.

87. On September 1, 2008, Park West launched its "40-40 program." The program promises that all purchasers may return artwork purchased from Park West for a full refund or exchange within forty (40) days of receipt for the full purchase price, less the buyer's premium (up to \$1000) plus shipping and handling. For forty (40) months after the date of the invoice,

purchasers can exchange their purchase for another work of art from Park West of equal or greater value, but the work is selected by Park West.

88. When Park West settles claims with disgruntled customers, the settlements are always subject to a mutual confidentiality agreement, mutual releases and release of the Cruise Lines, including Carnival.

Park West's Legal Maneuvering:

89. Park West, with the facilitation and cooperation of Carnival, hides in international waters. Carnival carefully schedules the auctions to *never* take place while docked in any port and *never* within the territorial waters of any port-of-call. Carnival schedules the art auctions in the late afternoon (around cocktail hour and, in fact, serves the cocktails) and *always* after the ship has left port and is cruising international waters.

90. Conducting business in international waters is important to Park West's deceptive scheme because it provides a legal cloak in Park West's ongoing attempt to limit the legal protection of the states' consumer protection laws to Plaintiffs and the Class, even if the ship departs from the United States. Park West also argues in legal actions to limit the reach of federal laws to its activities.

91. Business conducted on the "high seas" that "bears a significant relationship to maritime activity"³ is governed by admiralty law. 18 U.S.C. § 1333, the "saving to suitors" clause in admiralty jurisdiction law, refers a forum court to the law of the home state of the plaintiff for remedy in the event of litigation. Carnival, more often than not, departs from ports that are not in the home state of most, if not all, of its passengers (Plaintiffs' home state is New

³ See *Beegal v. Park West*, 925 A.2d 684, 696 (N.J. Super. Ct. App. Div. 2007).

Jersey). Park West also does not usually have any “presence” in any of the passengers’ home states. As a result, in a lawsuit brought in a Plaintiff’s home state, Park West will be able to argue that each is not amenable to process or that they are not within the personal jurisdiction of the home state court (even under long-arm statutes).

92. For example, a lawsuit by a California resident alleging violations of the California consumer protection laws by Park West was dismissed for lack of personal jurisdiction over Park West. At issue in the complaint were Plaintiff’s shipboard purchases of artwork at auction and the purchase of phony Appraisals. Plaintiff sued on behalf of a putative class of California residents, but Park West argued lack of personal jurisdiction, successfully demonstrating to the court that Park West conducted no business in California (even though the Cruise Line did). *See Order, Bautista v. Park West Gallery*, Case No. 2:08-cv-03717-PSG-r2 (C.D. Cal. Sept. 2, 2008).⁴

93. Exterritorial application of the consumer protection laws of the Plaintiffs’ home states provides still another legal hurdle for disgruntled purchasers. A lawsuit by a Florida resident filed in Florida (where Park West can be found), alleging consumer fraud on behalf of a class of Florida purchasers in violation of the Florida consumer protection laws, is still pending. Park West has moved for summary judgment arguing: (1) that Florida law cannot apply to art purchases made by Plaintiffs in international waters, here the Baltic Sea, (2) Florida law cannot have extrritorial application, and (3) that admiralty law preempts Florida consumer law. *See*

⁴ A subsequent refile of this complaint was dismissed on the grounds of collateral estoppel. *Order, Bautista v. Park West Gallery*, Case No. CV08-6262-PSG (RZx) (C.D. Cal. Dec. 11, 2008).

Def. Park West's Motion for Summary Judgment, *Bouverat v. Park West Gallery, Inc.*, Case No. 08-31331 (S.D. Fla. Oct. 29, 2008).

94. In another lawsuit pending in Michigan state court, Park West took a different and more aggressive approach. In *Best v. Park West Galleries, Inc.*, Case No. 0896952-C2 (State of Michigan, Circuit Court for the County of Oakland, filed Dec. 23, 2008), Plaintiffs are seven individuals, one of whom is a Michigan resident. Plaintiffs, who did not file a class action, alleged violations of the Michigan Warranty in Fine Arts Act for Park West's fraud related to the sale of artwork. Park West fired back with a counterclaim for damages against Plaintiffs, alleging defamation, tortious interference with business relationships and civil conspiracy.

95. In yet another lawsuit, *Blackman v. Park West Galleries Inc.*, Case No. 2:08-1310 (W.D. Wash. Sept. 2, 2008), Park West has also argued that federal law cannot apply to its auctions in international waters.

96. Park West's goal in conducting its auctions only in international waters is to escape the reach of the state courts and avoid the application of state consumer protection laws to its illegal activities. Thus far, with the facilitation of Carnival, Park West has been successful.

PLAINTIFFS' TRANSACTIONS WITH DEFENDANTS

Plaintiffs' Purchases at Park West Shipboard Auctions on Carnival:

97. Plaintiffs incorporate and reallege all preceding paragraphs as if fully set forth herein.

a. Plaintiffs Donald and Joyce Hatter are not sophisticated purchasers of art. The Hatters' transactions with Park West and the John Does are typical of Park West's transactions with the Class.

b. Plaintiffs purchased a total of seventeen (17) pieces of art after attending several art auctions on their Carnival cruises. Seven (7) pieces were purchased while cruising on the Carnival *Paradise* cruise ship in 1999, and ten (10) pieces were purchased while cruising on the Carnival *Triumph* cruise ship in 2001. Out of these 17 pieces, two were “free” paintings that Plaintiffs received through a raffle. Plaintiffs purchased an appraisal for every work (including the free raffle pieces) that were purchased from Park West.

c. D. Hatter purchased the tickets for the cruise using a credit card and by paying the credit card company through either an electronic funds transfer or by check delivered *via* the U.S. Mail.

d. The Hatters attended most of the auctions that were offered throughout the duration of each cruise on both the *Triumph* and the *Paradise*. At each auction, Park West attempted to loosen up passengers by serving champagne. In fact, the Hatters purchased one piece (the Krasnyansky) while having drinks with the auctioneer.

e. Plaintiffs purchased the following pieces of art:

| ARTIST | WORK | HAMMER PRICE | BUYER'S PREMIUM | SHIPPING/ FRAMING | APPRAISAL COST | PURCHASE PRICE | APPRAISAL VALUE FROM PW |
|-----------------------|--|--------------|-----------------|-------------------|----------------|----------------|-------------------------|
| Animation Cell | “Owl and Pooh” | \$550.00 | \$55.00 | \$0 | \$15.00 | \$620.00 | \$1,250.00 |
| Pierre Eugene Cambier | “Paris-A la Pointe de l'ile Saint Louis” | \$80.00 | \$8.00 | \$30.00 | \$35.00 | \$153.00 | \$410.00 |
| Salvador Dali | “et tulit corpus lesu” | \$7,180.00 | \$897.50 | \$0 | \$15.00 | \$8,092.50 | \$8,800.00 |
| Salvador Dali | “The Black Devil – Inferno 21” | \$4,000.00 | \$400.00 | \$82.00 | \$15.00 | \$4,497.00 | \$10,200.00 |
| Salvador Dali | “The March Towards God – | \$4,800.00 | \$480.00 | \$82.00 | \$15.00 | \$5,377.00 | \$11,500.00 |

| | | | | | | | |
|-----------------------|---|--------------|--------------|--------------|--------------|--------------|-------------|
| | Paradise 28” | | | | | | |
| Salvador Dali | “The Last Oratories of Virgil – Purgatory 27” | \$3,400.00 | \$340.00 | \$82.00 | \$15.00 | \$3,837.00 | \$9,200.00 |
| Erte | “Mediterrane e” | \$1,875.00 | \$234.38 | \$174.00 | \$15.00 | \$2,298.38 | \$4,200.00 |
| Anatole Krasnyansky * | “The Couple” | \$8,500.00 | \$850.00 | \$225.00 | \$15.00 | \$9,590.00 | \$15,000.00 |
| Peter Max | “Nicolae Gallerie” | \$4,400.00 | \$440.00 | \$174.00 | \$15.00 | \$5,029.00 | \$8,200.00 |
| Leroy Neiman | “The ‘21’ Club” | \$4,850.00 | \$606.25 | \$225.00 | \$15.00 | \$5,696.25 | \$8,500.00 |
| Leroy Neiman | “Big Time Golf Suite - #3” | \$3,680.00 | \$460.00 | \$102.00 | \$15.00 | \$4,257.00 | \$5,200.00 |
| Alex Perez | “The Chapel” | \$0 (raffle) | \$0 | \$0 | \$15.00 | \$15.00 | \$400.00 |
| Jean-Claude Picot | “La Neige sur les Quais” | \$215.00 | \$26.86 | \$0 | \$15.00 | \$256.86 | \$850.00 |
| Jean-Claude Picot | “Two Femmes au Jardin a Theoule” | \$0 (raffle) | \$0 | \$0 | \$15.00 | \$15.00 | \$250.00 |
| Lucelle Raad | “Summer” | Invoice lost | Invoice lost | Invoice lost | Invoice Lost | Invoice Lost | \$650.00 |
| Itzhak Tarkay | “Brunch with Bethany #5” | \$1,850.00 | \$231.25 | \$0 | \$15.00 | \$2,096.25 | \$2,950.00 |
| Itzhak Tarkay | “Sonja #6” | \$2,200.00 | \$275.00 | \$0 | \$15.00 | \$2,490.00 | \$3,250.00 |

1. With respect to the Krasnyansky (marked with an asterisk*), D. Hatter expressed an interest in the piece while at the auction, but decided not to bid because he thought that it was priced too high. After being directed to the “private sale” by the auctioneer, D. Hatter was having drinks with the auctioneer and offered to purchase the Krasnyansky for a much lower price, to which the auctioneer countered with the price that Plaintiffs actually paid for the work (i.e., \$8,500.00).

2. All purchases were made while the Carnival ships cruised in international waters.

f. The auctioneers represented to the Hatters that the paintings were a “good investment” and that they would appraise for “many times” the price paid at the auction.

g. The works purchased by Plaintiffs are not a good investment and have little (if any) likelihood of appreciating in value.

h. Plaintiffs purchased Appraisals from Park West in which the artwork “appraised” for a price over the hammer price but only because Park West did the appraisal.

i. Plaintiffs paid for each of their purchases by credit card. The purchase price for all pieces totaled approximately \$54,300.00. Plaintiffs paid the hammer price plus a buyer’s premium, as well as costs for shipping and handling.

j. The Hatters received invoices at the auction that are identical in all material respects to the invoices described in this Complaint. *See* Exhibit C (Plaintiffs’ Invoices).

k. Plaintiffs also purchased Appraisals for the works purchased. The Certificates of Authenticity for the artwork and the Appraisals were sent to the Hatters at their residence in New Jersey *via* U.S. Mail. The Appraisals were deceptive and designed to validate the auctioneers’ misrepresentations at the auctions – that the artwork was a good investment – by “appraising” the works for amounts in excess of the purchase price. The Appraisals were in all material respects identical to the Appraisals described above in this Complaint. *See* Exhibits D (Plaintiffs’ Appraisals) and E (Plaintiffs’ Certificates of Authenticity)

98. Each Appraisal Plaintiffs purchased states on its face, “The current retail replacement price for this work, including its frame, is: [\$\$\$]....” On the reverse side of each, the “Terms of Appraisal” states:

Method of Appraisal

The appraisal represents our opinion of the price a willing buyer would pay a willing seller to acquire the artwork, with neither being under a compulsion to sell or buy. In making this determination we rely on gallery prices of reputable art galleries and other reliable price data and lists. We do not rely on third party auction prices or internet prices to arrive at appraised value.

98. Park West’s and Carnival’s financial success depends on the trust and faith placed in Carnival by Plaintiffs and the Class.

99. But for Park West’s misrepresentations and Carnival’s complicity and facilitation, Plaintiffs would not have bid on or purchased the artwork.

Plaintiffs’ Discovery of the Fraud:

100. Plaintiffs continued to believe in the validity of the Appraisals and that the value of their Park West purchases were as appraised by Park West until 2008.

101. On July 16, 2008, an article appeared in the *New York Times* entitled “Art Auctions on Cruise Ships Lead to Anger Accusations and Lawsuits,” by Jori Finkel. The article detailed sales of low value or worthless “artwork” by Park West at shipboard auctions conducted in international waters, employing representations that the artwork offered by Park West was “museum quality” or “good investments.” The article further detailed the difficulty purchasers encountered in obtaining any satisfaction from Park West on their complaints. The article stated

that whenever there was a settlement with a disgruntled customer, Park West required confidentiality.

102. Shortly thereafter, Plaintiffs conducted some independent research on the internet and came to the conclusion that they had been defrauded and contacted counsel.

FRAUDULENT CONCEALMENT

103. The truth of Park West's deceptive operations and the fraud alleged in this Complaint was wrongfully concealed by Defendants from Plaintiffs and the Class.

104. Park West had a duty to disclose the true value and provenance of the artwork sold at shipboard auctions and to furnish non-deceptive Appraisals when selling appraisals. Notwithstanding this duty, Park West never disclosed the provenance of the artwork, that the artwork was not a good investment and that the Appraisals were phony, self-serving biased statements, utterly worthless for valuing the artwork. Park West and Carnival never disclosed their revenue sharing arrangement.

105. As demonstrated by the allegations in the Complaint, Park West employed and continues to employ the same fraudulent practices to sell artwork at shipboard auctions. Carnival continues to offer Park West auctions as recreation for cruisers and to schedule Park West auctions on its cruises while the ship is in international waters.

106. Park West employs tactics of intimidation and secrecy to avoid detection, which is evidenced by its litigation maneuvers, such as counterclaiming against Plaintiffs. These strategies are used by Park West to fraudulently conceal its illegal conduct, and all settlements with complaining customers are subject to strict confidentiality agreements and waivers.

107. Through the current public statements made by Park West on its website, Park West continues to deceive, trumpeting that it has never sold phony artwork. Carnival continues to conspire with Park West by scheduling shipboard auctions on cruises in international waters where Park West continues to misrepresent the value of the artwork.

108. Park West and Carnival successfully concealed from Plaintiffs and the Class facts that would be sufficient to excite suspicion regarding the claims against them due to Park West's deception, conspiracy and continued operations.

109. The information that Plaintiffs and the Class required to discover their claims and to prosecute this Complaint is under Defendants' exclusive control. Park West is not a publicly held corporation and Carnival is not a domestic corporation, limiting the information available to Plaintiffs and the Class.

110. Plaintiffs and the Class could not have acquired knowledge sufficient to initiate this action through their exercise of reasonable diligence. Defendants are estopped from asserting any statute of limitations as a defense to the claims in this Complaint by virtue of Defendants' acts of fraudulent concealment.

111. Plaintiffs and the Class were not effectively alerted to the existence and scope of this fraud and were not on notice of their potential claims until shortly prior to the filing of this Complaint.

112. The applicable statutes of limitations for Plaintiffs' and the Class's claims against Park West and Carnival are tolled by Defendants' fraudulent concealment of their actions as alleged in this Complaint.

ENTERPRISE

The Park West-Carnival “Art Auction Enterprise”:

113. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

114. The Park West-Carnival Art Auction Enterprise (the “Art Auction Enterprise” or “Enterprise”) is an association-in-fact within the meaning of 18 U.S.C. § 1961(4), comprised of Park West, Scaglione and Carnival as the Enterprise’s members. The Art Auction Enterprise is an organization, functioning as an ongoing and continuing unit that was created or used as a tool by Park West with the facilitation of Carnival in order to effectuate through the pattern of racketeering activity as alleged in this Complaint and achieve the common goals of financial remuneration.

115. PWG, PWG FL, Vista, FASI, Scaglione and Carnival are each a “person” distinct from the Carnival Enterprise.

116. Defendants’ racketeering activities as described in this Complaint amounted to a common course of conduct, which the Art Auction Enterprise intended to deceive and harm Plaintiffs and the Class Members. Each racketeering activity alleged was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results affecting similar victims, including Plaintiffs and the Class. Park West’s racketeering activities were part of its ongoing business and constitute a continuing threat to the property of Plaintiffs and the Class.

117. Park West and Scaglione designed the Art Auction Enterprise to accomplish the common goals shared by each of its members as detailed above in this Complaint. Carnival conspired with Park West and Scaglione to accomplish the goals of the Art Auction Enterprise.

118. The Art Auction Enterprise functions as a continuing unit with each member of the Enterprise knowing its (or their) role and performing its part or role to assure the Enterprise's continued success. Members of the Art Auction Enterprise participated together in the fraudulent scheme as described above in this Complaint.

119. The Art Auction Enterprise has been in existence for ten (10) years and continues in existence to the present.

CLASS ACTION ALLEGATIONS

120. Plaintiffs bring this action as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of:

All persons residing in the United States or Puerto Rico, who purchased artwork and Appraisals at shipboard auctions conducted by Park West Gallery, Inc., PWG Florida, Inc., Vista Fine Art LLC d/b/a Park West at Sea, Fine Art Sales, Inc. or John Does 1-100 (together "Park West") on a ship owned or operated by Carnival Cruises Ltd. (the "Class") during the applicable statute of limitations period (the "Class Period"). Excluded from the Class are Park West, Carnival and Park West's or Carnival's affiliates and each of their officers, directors or employees.

121. The Class is sufficiently numerous to satisfy numerosity, with thousands of Class members having purchased artwork from Park West at shipboard auctions while on a Carnival cruise. The Class members are dispersed throughout the United States such that joinder of all members of the Class is impracticable. The Class members can be identified by records maintained by Defendants Park West and Carnival. Park West's Director of Shipboard Operations from its Southfield, Michigan headquarters has declared under penalty of perjury in

the *Bowerat* litigation (cited above) that Park West prepares an “End of Cruise Report” for each cruise on which it conducts auctions, which records the trip history for each art auction held on board any Carnival cruise, as well as sales to Class Members during the cruise.

122. Park West also maintains copies of all invoices and Appraisals for purchases at shipboard auctions that will identify members of the Class.

123. Carnival maintains ship manifests of all passengers that would identify members of the Class.

124. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact common to the Class members are:

a. whether Park West fraudulently misrepresented the value of the artwork it sold to Plaintiffs and the Class at shipboard auctions on Carnival cruises as a “good investment”;

b. whether Park West fraudulently misrepresented the Appraisals sold to Plaintiffs and the Class at shipboard auctions on Carnival cruises;

c. whether Park West concealed or omitted material information from Plaintiffs and the Class regarding the artwork sold to Plaintiffs and the Class or Appraisals sold at shipboard auctions on Carnival cruises;

d. whether Park West engaged in a systematic, deceptive, uniform and continuing scheme to sell low value or forged artwork as valuable and a “good investment” at shipboard auctions on Carnival cruises;

e. whether Park West employed a uniform pattern of misrepresentation and omission in the sale of artwork on shipboard auctions on Carnival cruises;

f. whether Carnival voluntarily, knowingly and intentionally conspired with Park West and Scaglione to facilitate Park West's fraud;

g. whether Carnival voluntarily, knowingly and intentionally conspired with Park West and Scaglione to violate RICO, 18 U.S.C. § 1962(c);

h. whether Carnival participated in the alleged conspiracy with Park West up to and including the present;

i. whether the acts and omissions of Defendants as described in this Complaint violate RICO;

j. whether Defendants are liable to Plaintiffs and the Class for damages for conduct actionable under RICO;

k. whether Defendants are "persons" as defined in RICO, 18 U.S.C. § 1961(3);

l. whether the Art Auction Enterprise is an association-in-fact enterprise pursuant to RICO, 18 U.S.C. § 1961(4);

m. whether Park West engaged in a pattern of racketeering activity as defined in RICO, 18 U.S.C. § 1961(5);

n. whether Park West, Scaglione and Carnival conspired to engage in the pattern of racketeering activity as defined in RICO, 18 U.S.C. § 1961(5), and alleged above in this Complaint;

o. whether Defendants used the mails and wires to further their fraudulent scheme and conspiracy as alleged in this Complaint;

p. whether Defendants and Carnival engaged in a conspiracy in violation of RICO, 18 U.S.C. § 1962(d);

q. whether Defendants unjustly enriched themselves at the expense of the Plaintiffs and the Class;

r. whether the acts and omissions of Park West and Scaglione violated the various state laws as alleged below;

s. whether Scaglione controls Park West;

t. whether Scaglione and each of the Park West entities are alter egos;

u. whether Plaintiffs and the Class were injured and sustained damages and loss as a result of Defendants' illegal acts and omissions as alleged in this Complaint;

v. the scope, extent and measure of damages and equitable relief that should be awarded to Plaintiffs and the Class;

w. the amount of attorneys' fees, prejudgment interest, and costs of suit to which Plaintiffs and the Class are entitled; and

x. whether the Defendants' acts and omissions were sufficiently wrongful to entitle Plaintiffs and Class members to punitive damages.

125. Plaintiffs' claims are typical of the claims of the members of the Class because Plaintiffs and the Class sustained damages arising out of the Defendants' wrongful conduct as detailed in this Complaint. Specifically, Plaintiffs' claims and the Class' claims arise from Defendants' illegal scheme and pattern of racketeering activity as alleged in this Complaint.

126. Plaintiffs will fairly and adequately protect the interests of the Class and have retained counsel competent and experienced in class action lawsuits. Plaintiffs have no interests

antagonistic to or in conflict with those of the Class and therefore should be adequate as representatives for the Class.

127. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members of the Class is impracticable. Furthermore, because the damages suffered by individual members of the Class may in some instances be relatively small, the expense and burden of individual litigation would make it impossible for such Class members to individually redress the wrongs done to them. Also, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

COUNT I

VIOLATION OF 18 U.S.C. § 1962(c)

128. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

129. This Count I is brought against Park West and Scaglione.

130. PWG, PWG FL, Vista and FASI and Scaglione are each a “person” within the meaning of RICO, 18 U.S.C. § 1961(3), who conducted the affairs of the Art Auction Enterprise through a pattern of racketeering activity in violation of RICO, 18 U.S.C. § 1962(c), in that Park West and Scaglione intentionally employed a scheme or artifice to defraud Plaintiffs and the Class using the mails or wires in furtherance of that scheme.

131. The Art Auction Enterprise, in the manner described in this Complaint, engaged in and affected interstate commerce.

132. Park West or Scaglione exerted sufficient control over the Art Auction Enterprise so that they were able to direct and conduct the affairs of the Enterprise.

133. Park West and Scaglione conducted and participated in the affairs of the Art Auction Enterprise through a pattern of racketeering activity that includes acts indictable under 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud) as described in this Complaint.

134. Park West's and Scaglione's use of the U.S. Mail and wires in furtherance of the fraud described in this Complaint involved thousands of communications, including, but not limited to:

a. communications between Park West or Scaglione and each of the members of the Art Auction Enterprise to establish and maintain the Enterprise;

b. communications including financial payments by Park West or Scaglione to Carnival in furtherance of the activities of the Art Auction Enterprise, planning or discussing or relating to the scheduling and conducting of shipboard auctions on Carnival cruises;

c. communications between Park West and Plaintiffs and the Class including mailing Appraisals, receiving payments from Plaintiffs and the Class in the mail or through the wires, establishing credit card accounts *via* the mails and wires encompassing thousands of substantially identical communications in furtherance of the fraud as detailed above in this Complaint;

d. communications directly or indirectly *via* mail and wire, between Carnival and Plaintiffs and the Class to reserve passage on Carnival cruises, to pay for and receive tickets for the cruise and to pay the ship's bill before disembarking from the cruise.

e. communications between the Park West entities or Park West and Scaglione in furtherance of the conspiracy alleged in this Complaint;

135. In addition, Park West and Scaglione have communicated by U.S. Mail, telephone and facsimile or wire with various artists and the artists' sales representatives and others around the country in furtherance of their scheme alleged in this Complaint.

136. Defendant Park West Gallery maintains a website through which it communicates and continues to communicate with Plaintiffs and members of the Class, also using the website to fraudulently conceal its illegal behavior. *See* www.parkwestgallery.com.

137. Plaintiffs and the Class have been injured in their property by reason of the violations alleged in this Complaint in that Plaintiffs and the Class paid millions of dollars in payments for artwork purchased from Park West and Appraisals signed by Scaglione at shipboard auctions on Carnival ships that they would not have paid had Defendants not engaged in their pattern of racketeering activity.

138. The injuries to Plaintiff and the Class were directly and proximately caused by Park West and Scaglione's racketeering activity as described above.

139. By virtue of these violations of 18 U.S.C. § 1962(c), Park West and Scaglione are liable to Plaintiffs and the Class for three times the damages Plaintiffs and the Class have sustained, plus the cost of this suit, including reasonable attorney's fees.

COUNT II

VIOLATION OF 18 U.S.C. § 1962(d)

140. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

141. This Count II is alleged against all Defendants.

142. Section 1962(d) of RICO provides that it “shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.”

143. Defendants have violated § 1962(d) by conspiring to violate RICO, 18 U.S.C. § 1962(c), as alleged in this Complaint. The object of this conspiracy has been and is to conduct or participate in, directly or indirectly, the conduct of affairs of the Art Auction Enterprise through a pattern of racketeering activity.

144. Defendants, as co-conspirators, have engaged in numerous overt acts in furtherance of the conspiracy as described in this Complaint, including multiple instances of mail and wire fraud violations, including but not limited to:

- a. knowingly agreeing to and scheduling the shipboard art auctions to take place in international waters;
- b. knowingly agreeing to and establishing a display area for the artwork for sale at a prominent venue of the ship;
- c. knowingly agreeing to schedule Park West to conduct art auctions on Carnival cruises for over ten (10) years;
- d. Carnival’s communicating by mail and wire with Plaintiffs and the Class to book tickets, establish travel itineraries and collect payments for tickets and for ship’s bills; and
- e. collecting shared revenues.

145. The nature of the above-described co-conspirators’ acts in furtherance of the conspiracy gave rise to a plausible inference that each of the Defendants agreed to the objective of violating RICO, 18 U.S.C. § 1962(c), and that by conspiring to violate RICO, 18 U.S.C. §

1962(c), they were aware that their ongoing fraudulent acts were and are part of an overall pattern of racketeering activity.

146. Plaintiffs and the Class have been injured in their property by reason of the conspiracy alleged herein in that Plaintiffs and the Class have paid Park West millions of dollars for artwork purchased at shipboard auctions on Carnival ships in the operation of the Art Auction Enterprise that Plaintiffs and the Class would not have paid had Defendants not conspired to violate RICO, 18 U.S.C. § 1962(c).

147. The injuries of Plaintiffs and the Class were directly and proximately caused by the conspiracy to violate RICO, 18 U.S.C. § 1962(c), as described above.

148. By virtue of these violations of RICO, 18 U.S.C. §1962(d), Defendants are liable to Plaintiffs and the Class for three times the damages Plaintiffs and the Class have sustained, plus the cost of this suit, including reasonable attorneys' fees.

COUNT III

VIOLATION OF 18 U.S.C. § 1962(a)

149. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

150. This Count III is alleged against Albert Scaglione.

151. Park West Galleries, Inc. is a private corporation with Albert Scaglione as its principal shareholder and manager of its day-to-day operations. Scaglione controls PWG.

152. Scaglione is the sole member of Vista Art LLC d/b/a Park West at Sea, through which Park West sells artwork on Carnival cruises.

153. Scaglione receives income from the pattern of racketeering described in this Complaint.

154. Scaglione used and invested the income from the pattern of racketeering activity alleged in this Complaint to invest in the operation of the Art Auction Enterprise.

155. Scaglione invested the income to build, launch and maintain a Salvatore Dali website launched in 2009, in conjunction with Park West's website, to promote Park West's sale of Dali's works at shipboard auctions in and to further the goals of the Art Auction Enterprise.

156. The Art Auction Enterprise affects interstate commerce.

157. By virtue of these violations of RICO, 18 U.S.C. § 1962(a), Plaintiffs and the Class were injured in their property by Scaglione's use and investment of racketeering income, and Scaglione is liable to Plaintiffs and the Class for three times the damages Plaintiffs and the Class have sustained, plus costs of this suit and reasonable attorneys' fees.

COUNT IV

VIOLATION OF 18 U.S.C. § 1962(b)

158. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

159. This Count IV is alleged against Albert Scaglione.

160. Scaglione is the principal and largest shareholder of PWG and sole member of Vista Art LLC d/b/a Park West at Sea, which sells artwork on Carnival cruises.

161. Scaglione receives income from the pattern of racketeering described in this Complaint.

162. Scaglione used or invested the income from the pattern of racketeering activity to invest in and maintain the Art Auction Enterprise.

163. Scaglione invested the income to maintain the Art Auction Enterprise and to build, launch and maintain a Salvatore Dali website in 2009 to promote Park West's prominence in the sale of Dali's works at auctions on Carnival cruises in furtherance of the goals of the Art Auction Enterprise.

164. The Art Auction Enterprise affects interstate commerce.

165. By virtue of these violations of RICO, 18 U.S.C. § 1962(b), Plaintiffs and the Class were injured in their property, and Scaglione is liable to Plaintiffs and the Class for three times the damages that Plaintiffs and the Class have sustained, plus costs of this suit and reasonable attorneys' fees.

COUNT V

VIOLATIONS OF STATE CONSUMER PROTECTION STATUTES

166. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

167. This Count V is alleged against Park West.

168. For purposes of this Count V only, the Class is limited to citizens of California, Florida, Illinois, Massachusetts, Michigan, New York and Pennsylvania.

169. Park West engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the state consumer protection statutes listed below when they employed the deceptive sales tactics described herein. As a direct result of Park West's deceptive, unfair and unconscionable conduct, Plaintiffs and the Class were injured in that they

paid millions of dollars for artwork purchased at shipboard auctions on Carnival cruise ships that they would not have paid had Defendants not engaged in unfair and deceptive conduct.

170. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*

171. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of Fla. Stat. Ann. § 501.201, *et seq.*

172. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of Illinois Fraud and Deceptive Bus. Prac. Act, § 815 ILCS 505/1, *et seq.*

173. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. Gen. Laws Ch. 93A, *et seq.*

174. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of Mich. Comp. Laws § 445.901, *et seq.*

175. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of N.Y. Gen. Bus. Law § 349, *et seq.*

176. Park West has engaged in unfair competition or unfair or deceptive acts or practices in violation of 73 Pa. Cons. Stat. § 201-1, *et seq.*

177. The unfair and deceptive acts and practices of Park West have directly, foreseeably and proximately caused damages and injury to Plaintiffs and the members of the Class.

178. The actions and failure to act by Park West, including the false and misleading representations and omissions of material facts regarding the value of the artwork and Appraisals purchased at shipboard art auctions on Carnival cruises and the above described course of

deceptive conduct and fraudulent concealment, constitute acts, uses, or employment by Park West of unconscionable commercial practices, deception, fraud, false pretenses, misrepresentations, and the knowing concealment, suppression or omission of material facts with the intent that others rely upon such concealment, suppression, or omission of material facts in connection with the sale of artwork at shipboard auctions on the Carnival cruises.

179. Plaintiffs and the Class are not sophisticated purchasers of art and relied upon the Count V Defendants' misrepresentations and omissions in purchasing artwork and Appraisals at shipboard auctions on the Carnival cruises. Plaintiffs and the Class relied upon Park West's misrepresentations and omissions in paying for the artwork and Appraisals. By reason of the unlawful acts engaged in by Park West, Plaintiffs and the Class have suffered ascertainable loss and damages. As a direct and proximate result of this wrongful conduct, Plaintiffs and the Class were damaged by paying for the artwork.

180. As a direct and proximate result of Park West's wrongful conduct, Plaintiffs and members of the Class were injured and are entitled to compensatory damages, treble damages, attorneys' fees and costs of suit.

COUNT VI

VIOLATIONS OF STATE FINE ART STATUTES

181. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

182. This Count VI is alleged against Park West and John Does 1-50 (together "Park West").

183. For the purposes of this Count VI only, the Class is limited to citizens of Michigan, Florida, and New York.

184. Plaintiffs and the Class bid on and purchased artwork at shipboard art auctions held on Carnival cruises based on the descriptions and representations made by Park West as to the authorship, authenticity, genuineness and value of the artwork. Park West made statements with respect to the authorship, authenticity, genuineness and value of the artwork both verbally and in writing, and Plaintiffs received an Invoice, Certificate of Authorization and/or an Appraisal setting forth Park West's representations.

185. Park West's statements regarding the authorship, authenticity, genuineness and/or value of the artwork purchased by Plaintiffs and the Class created an express warranty as to the accuracy of those statements by virtue of the statutes listed below. Park West intentionally and deliberately made misleading statements to Plaintiffs and the Class that the artwork they purchased was of a particular authorship, authenticity, genuineness and/or value, when Park West knew or should have known that the descriptions of the artwork provided to Plaintiffs and the Class were not accurate and/or were misleading.

186. Park West made intentionally misleading and/or false statements to Plaintiffs and the Class in their description of the artwork Plaintiffs and the Class purchased in violation of Fla. Stat. § 686.501, *et seq.*

187. Park West made intentionally misleading and/or false statements to Plaintiffs and the Class in their description of the artwork Plaintiffs and the Class purchased in violation of Mich. Comp. Laws § 442.321, *et seq.*

188. Park West made intentionally misleading and/or false statements to Plaintiffs and the Class in their description of the artwork Plaintiffs and the Class purchased in violation of Mich. Comp. Laws § 442.351, *et seq.*

189. Park West made intentionally misleading and/or false statements to Plaintiffs and the Class in their description of the artwork Plaintiffs and the Class purchased in violation of N.Y. C.L.S. Art & Cult. Affr. § 13.01, *et seq.*

190. The authorship, authenticity, genuineness and value of the artwork purchased by Plaintiffs and the Class are characteristics that are essential to the identity of the goods sold.

191. Park West intentionally and in bad faith misrepresented the authorship, authenticity, genuineness and/or value of the artwork purchased by Plaintiffs and the Class.

192. Plaintiffs and the Class are not sophisticated purchasers of art and relied upon Park West's misrepresentations and omissions in purchasing artwork and Appraisals at shipboard auctions on the Carnival cruises. Plaintiffs and the Class relied upon Park West's misrepresentations and omissions in paying for the artwork and Appraisals.

193. Park West failed to deliver artwork to Plaintiffs and the Class that conformed to its own description of such goods.

194. As a direct and proximate result of the foregoing, Plaintiffs and the Class were damaged in an amount to be determined at trial.

COUNT VII

BREACH OF CONTRACT

195. Plaintiffs incorporate by reference all preceding paragraphs as if fully set out herein, except Counts V (state consumer protection laws) and VI (state fine art statutes).

196. Plaintiff brings this Count in the *alternative* to Counts V and VI.

197. This Count VII is brought against Park West.

198. The Certificate of Authenticity issued to Plaintiffs and the Class and furnished by Park West with the artwork purchased at shipboard art auctions constitutes a valid and enforceable contract with Park West.

199. A material term of the contract between Park West and Plaintiffs and the Class was the guarantee of authenticity of the artwork sold at shipboard auctions on Carnival cruises.

200. Plaintiffs and the Class performed all of their duties and responsibilities under the contract.

201. Notwithstanding the covenants and promises contained in that contract, specifically, the guarantee of authorship described in the Certificate of Authenticity furnished by Park West, Park West failed to deliver the genuine works as described therein to Plaintiffs and the Class.

202. As a direct and proximate result of the foregoing, Plaintiff and other members of the Class have been injured and damaged in an amount to be determined at trial.

COUNT VIII

BREACH OF WARRANTY

203. Plaintiffs incorporate by reference all preceding paragraphs as if fully set out herein, except Counts V (state consumer protection statute) and VI (state fine art statutes).

204. This Count VIII is brought against Park West as an *alternative* to Counts V and VI.

205. The statements of Park West regarding the authenticity, genuineness and value of the artwork in the Appraisals purchased by Plaintiffs and the Class constitute an express warranty.

206. The authorship, authenticity, genuineness and value of the artwork purchased by Plaintiffs and the Class are characteristics that are essential to the identity of the goods sold.

207. Park West failed to deliver artwork to Plaintiffs and the Class that conformed to its own description of such goods.

208. As a direct and proximate result of the foregoing, Plaintiffs and the Class were damaged in an amount to be determined at trial.

COUNT IX

UNJUST ENRICHMENT

209. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein, except Counts VII (breach of contract) and VIII (breach of warranty).

210. This Count IX is brought against all Defendants as an *alternative* to Counts VII and VIII.

211. As the intended and expected result of Defendants' conscious wrongdoing, set forth in this Complaint, Defendants profited and benefitted from payments Plaintiffs and the Class made to them for artwork and Appraisals purchased at shipboard auctions on Carnival cruises.

212. Defendants voluntarily accepted and shared these payments with full knowledge and awareness that, as a result of their wrongdoing, Plaintiffs and the Class paid for artwork when they otherwise would not have done so.

213. An inequity resulted to Plaintiffs and the Class because Defendants kept the benefit and were unjustly enriched.

214. Plaintiffs and the Class are entitled in equity to seek restitution of Defendants' wrongful profits, revenues and benefits to the extent, and in the amount, deemed appropriate by the Court and such other relief as the Court deems just and proper.

COUNT X

CIVIL CONSPIRACY

215. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

216. This Count X is alleged against all Defendants.

217. Defendants engaged in concerted action to accomplish the fraud described in this Complaint.

218. Defendants' overt acts, as detailed in the Complaint, result in the plausible inference that Defendants intentionally agreed to defraud Plaintiffs and the Class.

219. As a direct and proximate result of this wrongful conspiracy, Plaintiffs and the Class suffered ascertainable injury and were damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Class demand judgment against Defendants in each claim for relief, jointly and severally, as follows:

a. declaring that this action is a proper class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, establishing an appropriate class, appointing Plaintiffs as the Class Representative, and appointing the undersigned counsel of record as Class Counsel;

- b. requiring Defendants to refund and make restitution of all monies acquired from the sale of artwork at shipboard auctions on Carnival to Plaintiffs and the Class;
- c. awarding damages on the RICO claims;
- d. awarding damages from Park West on the claims under the consumer protection statutes of the various states, as enumerated above, respecting the compensatory damages Plaintiffs and the Class have sustained as a result of Park West's conduct, and punitive damages, such amounts to be determined at trial, plus Plaintiffs' costs in this suit, including reasonable attorneys' fees;
- e. awarding damages on the claims for breach of contract and breach of warranty as enumerated above against Park West;
- f. awarding recovery on Plaintiffs' and the Class's claim for unjust enrichment against all Defendants, in the amount of payments for artwork purchased at shipboard auctions on Carnival cruises in such amount to be determined at trial, plus Plaintiffs' costs in this suit, including all reasonable attorneys' fees;
- g. awarding Plaintiffs and the Class statutory damages as permitted, including any applicable exemplary damages;
- h. awarding Plaintiffs and the Class prejudgment interest;
- i. awarding Plaintiffs and the Class restitution and/or disgorgement and other equitable or injunctive relief as the Court deems appropriate;
- j. awarding Plaintiffs and the Class costs and expenses in this litigation, including, but not limited to, expert fees and reasonable attorneys' fees; and

k. awarding Plaintiffs and the Class such other and further relief as may be just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues so triable.

Dated: July 29, 2009

/s/ E. Powell Miller

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INDEX OF EXHIBITS

Exhibit A – Sample invoice

Exhibit B – Sample appraisal

Exhibit C- Plaintiffs' Invoices

Exhibit D- Plaintiffs' Appraisals

Exhibit E- Plaintiffs' Certificates of Authenticity

EXHIBIT A



CORPORATE OFFICES
160 GREENTREE DR.
SUITE 101
DOVER, DE 19904
800.521.9654

PRINTED: 10/12/2007
CARN C [REDACTED] CARNIVAL

BILL AND SHIP TO

[REDACTED]
[REDACTED]
[REDACTED]
USA (REGION: CONTINENTAL USA)

COMPANY:
COUNTY: [REDACTED]
EMAIL:
HOME PHONE:
WORK PHONE: 90-[REDACTED]

BIDDER NUMBER CABIN NUMBER AUCTION NUMBER INVOICE NUMBER INVOICE DATE

279 8428 599R 599R-99-4 10/12/2007

| LOT NUMBER | REG/SER NUMBER | ARTIST | ART TITLE | HAMMER PRICE | BUYERS PREMIUM | AUCTION PRICE | ART | SHIP HANDL | RE-STK | IN-TR HANDL | CUSTOM FRM. | APPR. CODES |
|------------|----------------|-----------|--|--------------|----------------|---------------|---------|------------|--------|-------------|-------------|-------------|
| CP2500 | [REDACTED] | PETER MAX | [REDACTED] | 1950.00 | 292.50 | 2242.50 | 2197.50 | 45 | 0 | 21.98 | 0 | 15 X P |
| CP2501 | [REDACTED] | PETER MAX | [REDACTED] <i>you will not receive this exact work, but a unique variation from the series.</i> | 5190.00 | 778.50 | 5968.50 | 5888.50 | 80 | 0 | 58.89 | 0 | 15 X P |
| CP2502 | [REDACTED] | PETER MAX | [REDACTED] ON BELENS 2008 | 1950.00 | 292.50 | 2242.50 | 2197.50 | 45 | 0 | 21.98 | 0 | 15 X P |

ALL ART SOLD FRAMED EXCEPT TAKE OFFS WHICH ARE SOLD "AS IS" ALLOW UP TO 10 WEEKS FOR DELIVERY INVOICE TOTALS

Notes:

| | |
|-----------------------|--------------------|
| ART | 10283.50 |
| APPRAISALS | 135.00 |
| CUSTOM FRAMING | 2030.00 |
| HALF BP | 0.00 |
| LESS CREDIT+DISCOUNTS | 0.00 |
| SUBTOTAL | 11448.50 |
| SALES TAX | 0.00 |
| SHIPPING AND HANDLING | 620.00 |
| IN-TRANSIT HANDLING | 23.15 |
| SHIPPING CREDIT | 0.00 |
| GRAND TOTAL | 12181.65 |
| PAYMENT TOTAL | 12181.65 |
| PAYMENT | |
| PARK WEST COLL - 2076 | 12181.65 |

PURCHASER'S ACKNOWLEDGEMENT

THE PURCHASER, BY SIGNING THIS INVOICE, ACKNOWLEDGES RECEIPT OF A COPY HEREOF, AND HAS AGREED TO PURCHASE THE ABOVE DESCRIBED GOODS AND SERVICES ON THE TERMS AND CONDITIONS STATED IN THIS INVOICE AND THE PURCHASER'S BIDDING PADDOLE. NO VERBAL AGREEMENTS OR REPRESENTATIONS SHALL BE OF ANY FORCE OR EFFECT UNLESS SET FORTH IN WRITING IN THIS INVOICE. CREDIT CARD PURCHASERS AGREE TO PAY, IN ADDITION TO THE AMOUNTS SHOWN ON THIS INVOICE, ANY FINANCE CHARGES, FEES OR OTHER AMOUNTS DUE UNDER ALL APPLICABLE AGREEMENTS GOVERNING THE USE OF SUCH CARD. NON-U.S. RESIDENTS ARE RESPONSIBLE FOR ALL TAXES, DUTIES, BROKERAGE FEES, CUSTOMS FEES OR OTHER CHARGES WHICH MAY APPLY TO THE TRANSPORT OR IMPORTATION OF THE ARTWORK.

THIS INVOICE CONTAINS ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS ARE IMPORTANT AND PURCHASER SHOULD READ THEM CAREFULLY.

[Signature]

ALL SALES ARE FINAL

All sales are conducted in accordance with the Terms and Conditions appearing on the front and back of the bid card and the front and back of this auction invoice.

APPRAISALS

- 1) Park West Appraisals are available and recommended for insurance purposes. The cost for appraisals is \$35 U.S. (\$50 CN) for the first work appraised and \$15 U.S. (\$20 CN) for each additional work appraised at the same time.
- 2) The appraisal herein represents our opinion of the replacement value of the work, which is the price a customer will have to pay to replace the work through a reputable retail art gallery. In making this determination we rely on many factors including the condition of the artwork, gallery prices of reputable art galleries and other reliable price data and lists. We do not rely on third party auction prices or internet prices to arrive at the appraisal. We do not issue refunds if another appraiser has a different opinion than ours. Park West assumes no liability or responsibility for errors or omissions in connection with its appraisals. We do not assume any liability for (i) insurance losses, or (ii) claims for refunds or money damages, based on a claim that our appraised value is too high, too low or otherwise inaccurate.

TERMS OF GUARANTEE. The following Terms & Conditions govern our Guarantee

- 1) **CERTIFICATE OF AUTHENTICITY.** All art comes with a Park West registered Certificate of Authenticity providing a full written description of the artwork, governed by the following Terms & Conditions herein.
- 2) **DEFINITION OF AUTHORSHIP.** "Authorship" means the identity of the creator, the period or cultural source of origin of the property, as the case may be, as set forth in the first line of the description of the artwork. For sports memorabilia items, "authorship" means the identity of the featured athlete whose signature is affixed to the item. Please see the auctioneer for a full written description of any artwork.
- 3) **GUARANTEE COVERAGE.** If within five years of the date of sale of any lot, the original purchaser of record tenders to us a purchased lot in the same condition as when sold through us and it is established that the identification of Authorship (as defined above) is not substantially correct based on a fair reading of the written description which may be contained in the auction catalog, then the sale of such lot will be rescinded and the original price refunded upon return of the lot in the same condition as when originally purchased.
- 4) **NON-ASSIGNABILITY.** It is specifically understood that the benefit of this Guarantee is not assignable and shall be applicable only to the original purchaser of the lot from us and not to the subsequent owners or others who have or may acquire an interest therein.
- 5) **EXCLUSIONS.** The Guarantee covers only the correctness of descriptions of Authorship but does not extend to titles or other identification of offered lots or descriptions of physical condition and size, quality, rarity, importance, provenance, exhibitions and literature of historical relevance, which information appears on the Certificate of Authenticity in lower case type below: the first line of each entry identifying the Authorship. Although our best judgment is used in descriptions and the appropriate use of terms, and due care is taken to ensure the correctness of the supplemental material which appears below the first line of each entry on the Certificate of Authenticity, the Guarantee does not extend to any possible errors or omissions therein.
- 6) **SOLE and LIMITED REMEDY.** In no event shall the consignor or Park West Gallery be liable for any incidental or consequential damages whatsoever, including but not limited to alleged loss of profits or loss of increase in value. We do not assume any liability for: (i) insurance losses, or (ii) claims for refunds or money damages, based on a claim that our appraised value is too high, too low or otherwise inaccurate in any respect. It is further specifically understood that the sole remedy set forth herein, namely the rescission of the sale and refund to the original purchaser of the original purchase price paid for the lot is the sole and exclusive remedy and is in lieu of any and all other remedies which might otherwise be available as a matter of law or equity.

ADDITIONAL TERMS & CONDITIONS OF SALE

- 1) All sales are final.
- 2) A 15% Buyer's Premium will be added to the hammer price whether or not the property is owned by us or consigned for sale to us.
- 3) All lots with no prefix or the prefix "CP" have auction prices including framing as displayed and shipping and handling within the Continental United States. A 1% In-transit handling fee may also apply. Please see your onboard auctioneer for shipping charges to destinations outside the Continental U.S. All lots with the prefix U are sold unframed.
- 4) We reserve the right to withdraw any property before or during a sale and shall have no liability whatsoever for such withdrawal.
- 5) We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser.
- 6) All lots are subject to a confidential minimum price and we may implement such minimum price by opening the bid, continuing the bidding or placing bids in response to other bidders, up to the amount of the confidential minimum price.
- 7) In the event any lots are offered unframed the following charges for shipping and handling unframed art apply. A 1% in-transit handling fee may also apply.

| Country or Region | 1st Package of up to 5 works | Additional Packages of up to 5 works ea. |
|--|------------------------------|--|
| Continental USA | \$ 35.00 | \$ 25.00 |
| Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada or Caribbean | \$ 40.00 | \$ 27.00 |
| Europe, Middle East, Central, S. America, or Mexico | \$ 75.00 | \$ 50.00 |
| Asia, S. Pacific or Africa | \$ 100.00 | \$ 65.00 |

- 8) CP lots may be carried off the ship. TO lots must be carried off the ship.
- 9) Lots with no prefix or a prefix other than CP or TO must be shipped from our land facilities.
- 10) All lots carried off the ship are accepted by purchaser in "AS IS" condition.
- 11) Non-U.S. residents are responsible for all taxes, duties, brokerages fees, customs fees, or other charges which may apply to the transport or importation of the artwork. Sales tax may be applicable to Michigan and Florida residents.
- 12) You must provide us with written notice within sixty (60) days after your receipt of the artwork of any damage or packing or other claim, or any other claim regarding your artwork. In the event of a claim, you must also save the interior box that was used to ship framed art. Failure to comply with the foregoing written notice shall constitute your waiver of any claim of damage to artwork or framing.
- 13) With respect to works that are awarded as a prize, gift or otherwise, in connection with a raffle or other promotion, we will endeavor to provide an example of the work, subject to availability. However, if for any reason the specific work is unavailable, then at our sole discretion, we may select and provide a different work by the same or different artist and we shall have no further liability or obligation whatsoever. Also, shipping and handling charges apply for any artwork that is shipped.
- 14) Our maximum liability in the event that artwork is unavailable, or is lost or damaged by us, or is subject to any other valid claim, shall be to provide a refund of the purchase price for that specific artwork (upon return of the artwork, if delivered), regardless of whether the appraisal is in excess of the purchase price. We do not have any other obligation or liability to the buyer and the buyer shall not be entitled to cancel the sale of other works purchased by the buyer or to obtain a refund for such other works. If purchaser brings a legal action and we prevail in that legal action, purchaser shall be obligated to pay seller's reasonable legal costs and attorney fees.
- 15) In some cases, the example of a limited edition work you will receive will be executed in a different manner than the example displayed at the auction. The value of the example you receive will be substantially the same as that of the example displayed at the auction and will in all other respects be the same work as that displayed at the auction.
- 16) If you purchase an artwork described as an "embellished" work or a "mixed media with lithograph" work, you may not receive the example of the work displayed at the auction. You may instead receive a unique work that is a variation of the example displayed at the auction. The value of the example you receive will be the same as that of the example displayed at the auction and will be substantially equivalent to that displayed at the auction.
- 17) Please see the auctioneer for a full written description of any artwork displayed at the auction.
- 18) Any mistakes or omissions will be corrected upon discovery, and buyer shall be obligated and agrees to immediately notify our administrative department.
- 19) No verbal agreements or representations shall be of any force or effect unless set forth in writing by the seller in the invoice.
- 20) If custom framing is purchased, custom framing and associated shipping and handling charges will be shown on the invoice.
- 21) With the sole exception of claims under section 3 of Terms of Guarantee described above, any lawsuit by purchaser asserting any claim whatsoever relating to artwork purchases shall not be maintainable unless filed within nine months after the invoice date shown on the purchaser's invoice.
- 22) Electronic auction bids are not a guarantee of sale. If your bid was not successful in the sale is unavailable, a refund will be issued.

EXHIBIT B

SAMPLE

PARK WEST Appraisal

[Redacted]
[Redacted]
[Redacted]
[Redacted]

11/28/2007

The following work of art has been examined by Park West Gallery.

The current Park West Gallery retail replacement price for this work, including its frame, is:

Max, Peter
[Redacted]
[Redacted]

Registration No: [Redacted]

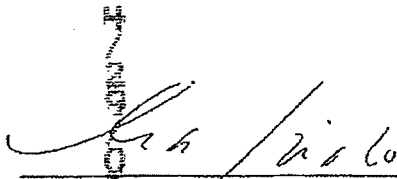
Appraised Value: \$3,250 US

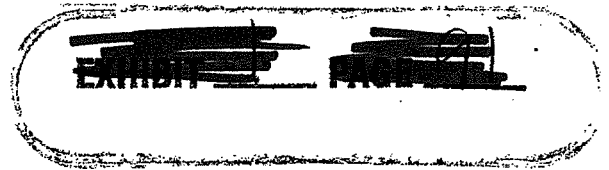
2005
10'' x 8''

Mixed media with acrylic painting and color lithography on paper. Signed in acrylic lower right. A unique variation.

This work is part of a two piece suite consisting of instantly recognizable icons by Peter Max.

This Appraisal is subject to the terms and conditions set forth on the reverse side hereof.


MORRIS SHAPIRO
GALLERY DIRECTOR
on behalf of Park West



TERMS OF APPRAISAL

The following terms and conditions govern our Appraisal.

Method of appraisal:

The appraisal herein represents solely our opinion of the replacement value of the work. In making this determination we rely on many factors including the condition of the art work, gallery prices of reputable art galleries, and other reliable price data and lists. We do not rely on third party auction prices or internet prices to arrive at the appraisal. At any given time, including the date of your purchase, the art that is the subject of this Appraisal may sell elsewhere for more or less than our Appraisal.

Exclusions and limitations:

While we endeavor to provide accurate appraisals, Park West[®] disclaims and assumes no liability or responsibility for errors or omissions in connection with this Appraisal. Without limitation:

- Park West[®] provides a limited five year guarantee of authenticity with the original purchase of certain works of art. That limited guarantee, as set forth in the "Terms of Guarantee," is the exclusive guarantee applicable to artwork sold by Park West[®]. By issuing this Appraisal, Park West[®] makes no warranties or representations, express or implied, with respect to the artwork or its authenticity.
- In no event shall Park West[®] or any of its respective parents, affiliates, subsidiaries, officers, directors or employees be liable for claims that this appraisal is inaccurate or incorrect in any respect, or for any damages whatsoever, including but not limited to incidental or consequential damages, loss of profits or loss of value or increase in value. We disclaim any liability for: (i) insurance losses, or (ii) claims for refunds or money damages based on a claim that our appraised value is too high, too low or otherwise inaccurate in any respect. It is further specifically understood that the remedy set forth herein, namely the rescission of the appraisal sale and refund of the price paid for the Appraisal, is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law or equity.
- In the event of any claim or dispute regarding this Appraisal, our maximum liability shall be to refund the price paid for the Appraisal. Any such claim or dispute is subject to and governed by the Arbitration Provision set forth herein and in the invoice.
- Non-Assignability. It is specifically understood that the benefit of this Appraisal is not assignable or transferrable and shall be applicable only to the original purchaser and not to the subsequent owners or others who have or may acquire an interest therein.
- Arbitration of Claims. In the event of any claims or disputes of any kind, buyer agrees to submit any such claims or disputes to arbitration pursuant to the Arbitration of Claims and Disputes provision set forth in the auction invoice.

www.parkwest.com

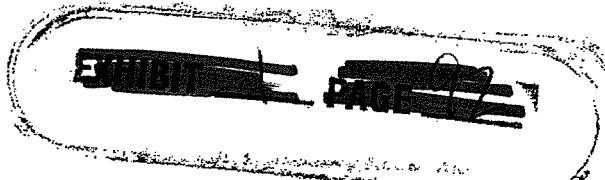


EXHIBIT C



Corporate Offices
200 West Ninth Street, Suite 102
Wilmington, Delaware 19801

Phone: 1-800-521-9654 • Fax (248) 223-5705

No 3940

Carnival

P A R A D I S E

Mr. Mrs. Ms. Dr. Mr. & Mrs. CABIN NO.: W12403 DATE: 04-19-99 SESSION NO.: 1

FIRST NAME Donald MIDDLE NAME _____ LAST NAME Holt

STREET ADDRESS 577 72nd Street APARTMENT NO. _____

CITY Brooklyn STATE NY ZIP CODE 11201

DAY PHONE (212) 969 2626 EVENING PHONE (718) 853-1822 FAX (212) 961-7864

| Lot No. | Reg. No. | Artist — Title | Amount | Shipping | Appraisal |
|---------|----------|---|--------|----------|-----------|
| 41 | 05170 | CARNEGIE Paris - Ala Point de 410 | 90.00 | 30.00 | 35.00 |
| CP185 | 82957 | DALI Paris 28 | 11500 | 4800.00 | 82.00 |
| CP182 | 83023 | DALI Paris 27 | 9800 | 3400.00 | 82.00 |
| | X | CP185 + CP182 piece frame as is matching white with w/gold stripe | | | |

ALL ART SOLD IS UNFRAMED AND WILL BE SHIPPED IN 6 TO 8 WEEKS

| | | | |
|--|----------------|--|--|
| Subtotal Art | 8390.00 | | |
| 10% Buyers Premium | 839.00 | | |
| Subtotal | 9108.00 | | |
| Less Credits | | | |
| Total Art | 9108.00 | | |
| 1% Handling & In-transit Coverage | 91.08 | | |
| Total Shipping | 194.00 | | |
| Total Appraisals | 65.00 | | |
| Total Shipping, Handling, In-transit Coverage & Appraisals | 350.08 | | |
| INVOICE TOTAL | 9458.08 | | |

Folio No.: 8677

Signature: [Signature]

ALL SALES ARE FINAL: All of the above property is sold to and purchased by the above - invoiced party as purchaser in accordance with the Conditions of Sales and Terms of Guarantee printed in the catalog for the sale. The Terms of Guarantee are also listed on the back of this invoice.

PAYMENT: Payment of the invoice total in full is required at the conclusion of the auction. In the event Park West Gallery is required to institute legal action to collect payment in full, for any reason including, but not limited to, a stop payment order or nonsufficient funds with respect to a check, or refusal to pay a credit card billing, then Park West Gallery shall be entitled to recover, in addition to the full amount due on the artwork, interest at the maximum rate allowed by law and all of its legal expenses and court costs (including actual attorney fees).

Non-U.S. residents are responsible for all taxes and duties which may be applicable in their country of origin.



Corporate Offices
200 West Ninth Street, Suite 102
Wilmington, Delaware 19801
Phone 1-800-521-9654 • Fax (248) 223-5705

No 3952

Carnival

P A R A D I S E

Mr. Mrs. Ms. Dr. Mr. & Mrs. CABIN NO.: 1124B DATE: 04-23-99 SESSION NO.: 3

FIRST NAME: Joyce MIDDLE NAME: LAST NAME: Hester

STREET ADDRESS: 547 72 St APARTMENT NO.:

CITY: Brooklyn STATE: NY ZIP CODE: 11209

DAY PHONE (718) 933-1322 EVENING PHONE (212) 969-2626 FAX ()

| Lot No. | Reg. No. | Artist — Title | Amount | Shipping | Appraisal |
|--|----------|-------------------|--------|----------|-----------|
| CP146 | 90903 | DALI Inf 21 | 10500 | 4100.00 | 15.00 |
| CP183 | 90917 | MAX Niche Galerie | 8400 | 4400.00 | 15.00 |
| <p>PLEASE SHIP CP146 AS IS</p> <p>PLEASE SHIP CP 83 in frame # 6249</p> <p>w/ black background + matting</p> | | | | | |

ALL ART SOLD IS UNFRAMED AND WILL BE SHIPPED IN 6 TO 8 WEEKS

Folio No.: 8678

Signature: [Signature]

| | | | |
|--|----------|--|--|
| Subtotal Art | 32100.00 | | |
| 10% Buyers Premium | 3210.00 | | |
| Subtotal | 35310.00 | | |
| Less Credits | 50.00 | | |
| Total Art | 35260.00 | | |
| 1% Handling & In-transit Coverage | | | |
| Total Shipping | 256.00 | | |
| Total Appraisals | | | |
| Total Shipping, Handling, In-transit Coverage & Appraisals | 277.00 | | |

INVOICE TOTAL [Total Amount]

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Non-U.S. residents are responsible for all taxes and duties which may be applicable in their country of origin.



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 Wilmington, Delaware 19801 • 800-521-9654

Case 2:09-cv-12983-DPH-DAS Document 1-5

Filed 07/29/2009

Page 6 of 8

Carnival

No 4407 TRIUMPH

Mr. Mrs. Ms. Dr. Mr. & Mrs.
 CABIN NO.: 3249 **DATE:** 3-13-01 **SESSION NO.:**

FIRST NAME: DONALD **MIDDLE NAME:** **LAST NAME:** HATTER

STREET ADDRESS: ON - FILE **APARTMENT NO.:**

CITY: **STATE:** **ZIP CODE:**

DAY PHONE (): **EVENING PHONE ():** **FAX ():**

| Shipping Instructions | Lot No. | Reg. No. | Artist—Title | Amount | Shipping | Appraisal |
|-----------------------|---------|----------|-------------------------------------|--------|----------|-----------|
| T | CP068 | 100593 | DALI - TOUT CORPUS LESU | 71.80 | — | 15 |
| T | CP138 | 111375 | TATLIN SONJA #6 | 2200 | — | 15 |
| P | | | PICOT - 2 FEMMES AV JARDIN A TAVOLE | RAFFLE | — | 15 |
| | | | | | | |
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ALL ART SOLD UNFRAMED, UNLESS NOTED. DELIVERY TAKES SIX TO EIGHT WEEKS.

Shipping Instruction Codes

- S Shipping directly to passenger from port "As Is"
- G Shipping back to gallery for re-framing
- T Take off (Form must be attached)
- V Send variation from gallery - Include color preference if applicable

| | |
|-----------------------------------|-----------|
| Subtotal Art | 9380 |
| 12.5% Buyers Premium | 1172.50 |
| Subtotal | 10,552.50 |
| Less Credits | — |
| Total Art | 10,552.50 |
| 1% Handling & In-transit Coverage | — |
| Subtotal | — |

Account or Folio No.: 7403

Signature: *[Signature]*

| | |
|---------------------|-----|
| Total Shipping | — |
| Subtotal | — |
| Michigan 6% Use Tax | — |
| Subtotal | — |
| Total Appraisals | 400 |

INVOICE TOTAL 10717.50

ALL SALES ARE FINAL: All of the above property is sold to and purchased by the above - invoiced party as purchaser in accordance with the Conditions of Sales and Terms of Guarantee printed in the catalog for the sale. The Terms of Guarantee are also listed on the back of this invoice. **PAYMENT:** Payment of the invoice total in full is required at the conclusion of the auction. In the event Park West Gallery is required to institute legal action to collect payment in full, for any reason including, but not limited to, a stop payment order or nonsufficient funds with respect to a check, or refusal to pay a credit card billing, then Park West Gallery shall be entitled to recover, in addition to the full amount due on the artwork, interest at the maximum rate allowed by law and all of its legal expenses and court costs (including actual attorney fees). Non-U.S. residents are responsible for all taxes and duties which may be applicable in their country of origin.



Corporate Offices
 200 West Ninth Street, Suite 102
 Wilmington, Delaware 19801 • 800-521-9654

Carnival

No 4422 TRIUMPH

Mr. Mrs. Ms. Dr. Mr. & Mrs. CABIN NO.: 8249 DATE: 3/16/01 SESSION NO.: 4
 FIRST NAME DONALD MIDDLE NAME LAST NAME HATTER
 STREET ADDRESS ON-FILE APARTMENT NO.
 CITY STATE ZIP CODE
 DAY PHONE () EVENING PHONE () FAX ()

| Shipping Instructions | Lot No. | Reg No. | Artist - Title | Amount | Shipping | Appraisal |
|-----------------------|---------|---------|-----------------------------|--------|----------|-----------|
| P | 170 | 88836 | PICO - La Mige sur la Quais | 215 | — | 15 |
| P | CP40 | 55914 | ERTE - MUSEE FRANSE | 1875 | 174 | 15 |
| P | CP129 | 100276 | NEIM - LES ANS DE SUIT. #3 | 3680 | 102 | 15 |
| P | CP128 | 100789 | NEIM - LES ANS DE SUIT. #3 | 4850 | 225 | 15 |
| P | | | Boez - The Church | 6172 | — | 15 |
| P | | | | 6172 | — | 15 |

ALL ART SOLD UNFRAMED, UNLESS NOTED. DELIVERY TAKES SIX TO EIGHT WEEKS.

Shipping Instruction Codes

- S Shipping directly to passenger from port "As Is"
- G Shipping back to gallery for re-framing
- T Take off (Form must be attached)
- V Send variation from gallery - Include color preference if applicable

| | |
|-----------------------------------|----------|
| Subtotal Art | 10620 |
| 12.5% Buyers Premium | 1327.50 |
| Subtotal | 11947.50 |
| Less Credits | |
| Total Art | / |
| 1% Handling & In-transit Coverage | 119.48 |
| Subtotal | 12066.98 |

Account or Folio No.: 9498

Signature: _____

| | |
|---------------------|----------|
| Total Shipping | 501 |
| Subtotal | 12567.98 |
| Michigan 6% Use Tax | |
| Subtotal | |
| Total Appraisals | 75 |

INVOICE TOTAL 12642.98

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 Non-U.S. residents are responsible for all taxes and duties which may be applicable in their country of origin.

EXHIBIT D



Appraisal

May 7, 1999

Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:


| | |
|-----------------------|---------------------------------|
| Dali, Salvador | Registration Number: 82957.0005 |
| The March Towards God | Appraised Value: \$11,500 |
| Paradise 28 | |

"thus by enlightening grace and by their own desert their vision was uplifted so, that will in them is full and steadfast grown."
1951-64

10'' x 7 1/8''

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d' Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Guiseppe Albaretto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and
(Continued on next page)



ALBERT SCAGLIONE
Director





Appraisal

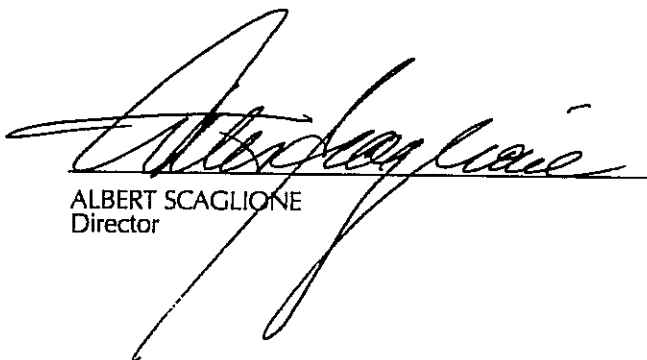
Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

Page 2

provenance, with the work (now on file at Park West Gallery). The letter reads as follows:

"I, the undersigned Master Salvador Dali, certify by this letter to having signed by my hand at the "Heures Claires" 19, rue Bonaparte, Paris, this series of 100 illustrations of the "Divine Comedy" of Dante, produced as wood engraving.
Carried out in Paris, November 24 1974.
Master Salvador Dali"

The 100 wood engravings for the "Divine Comedy" were executed over a 14 year period from 1951 to 1964. From 1951 to 1960, Dali painted the 101 watercolors which were used as studies for the wood engravings. From 1960 to 1964, Raymond Jacquet created the more than 3,000 wood blocks which were necessary for the complete "Divine Comedy" with the participation and final approval of Salvador Dali for each of the 100 engravings.



ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:

Dali, Salvador
The Last Oratories of Virgil
Purgatory 27

Registration Number: 83023.0002
Appraised Value: \$9200

"thee o'er thyself I therefore crown and mitre."
1951-64
9 3/8" x 7"

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d' Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Guiseppe Albaretto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and provenance, with the work (now on file at Park West Gallery). The
(Continued on next page)


ALBERT SCAGLIONE
Director





Appraisal

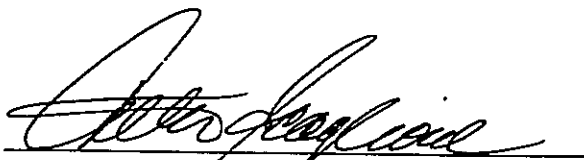
Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

Page 2

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Carried out in Paris, November 24 1974.
Master Salvador Dali"

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ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

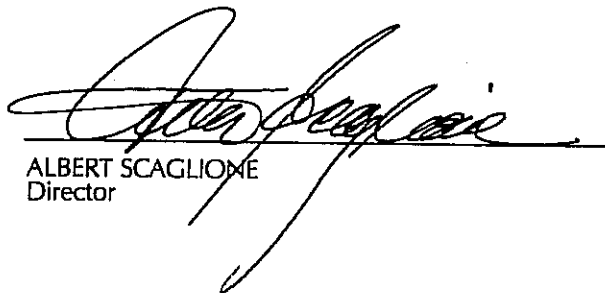
Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:

Max, Peter
Nicolae Gallerie
1998
32'' x 24''

Registration Number: 90417.0004
Appraised Value: \$8200

Mixed media painting with acrylic and offset lithography on paper. Signed in pigment. A unique variation.



ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

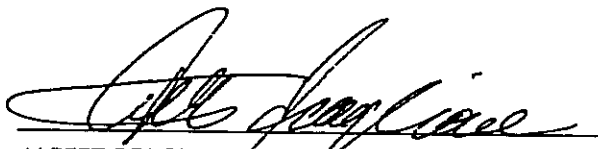
The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work is:

Cambier, Pierre Eugene
Paris-A la Pointe de l'ile
Saint Louis
1998

Registration Number: 95190.0326
Appraised Value: \$410

9 1/2'' x 11 3/4''

Serigraph in color on Arches Blanc paper. Signed in pencil, numbered. From the edition of 450 (65 European artist's proofs, 65 artist's proofs, 65 hors commerce, 7 bon a tirer proofs and 3 editor's proofs also exist).



ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

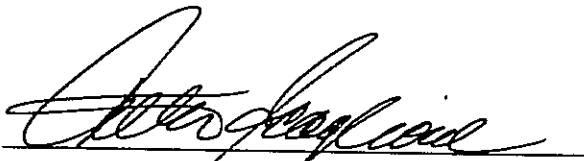
Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:

Winnie the Pooh
''Owl and Pooh''
1982
10 1/2'' x 12 1/4''

Registration Number: 97972.0000
Appraised Value: \$1250

Hand painted production cels and pencil drawings. For the Disney Studios at Epcot Center production of ''Seasons''.


ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

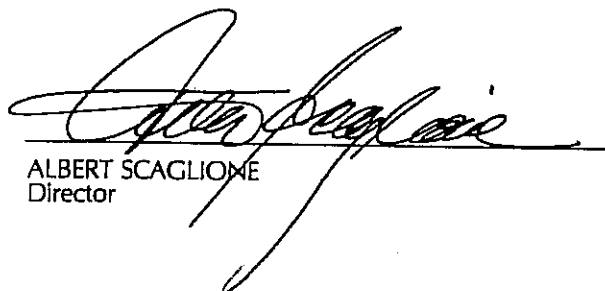
Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:

Krasnyansky, Anatole
The Couple
1994
38 1/4" x 24"

Registration Number: 68230.0000
Appraised Value: \$15,000

Watercolor and acrylic painting on handmade Japanese paper. Signed and dated lower left. A unique work. From the collection of the artist. This work was used as the study for an edition of lithographs of the same title printed in 1995.



ALBERT SCAGLIONE
Director





Appraisal

May 7, 1999

Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. The current retail replacement cost for this work, including its frame, is:

Dali, Salvador
The Black Devil
Inferno 21

Registration Number: 82983.0002
Appraised Value: \$10,200

"Protruding from the mouth of each were seen a sinner's feet and legs so much as came up to the calf: the rest remained within."
1951-64

10" x 7 3/8"

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d' Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Guiseppe Albaretto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and
(Continued on next page)


ALBERT SCAGLIONE
Director





Appraisal

Donald & Joyce Hatter
547 72nd Street
Brooklyn, NY 11209

Page 2

letter reads as follows:

"I, the undersigned Master Salvador Dali, certify by this letter to having signed by my hand at the "Heures Claires" 19, rue Bonaparte, Paris, this series of 100 illustrations of the "Divine Comedy" of Dante, produced as wood engraving.
Carried out in Paris, November 24 1974.
Master Salvador Dali"

The 100 wood engravings for the "Divine Comedy" were executed over a 14 year period from 1951 to 1964. From 1951 to 1960, Dali painted the 101 watercolors which were used as studies for the wood engravings. From 1960 to 1964, Raymond Jacquet created the more than 3,000 wood blocks which were necessary for the complete "Divine Comedy" with the participation and final approval of Salvador Dali for each of the 100 engravings.



ALBERT SCAGLIONE
Director





Appraisal

April 3, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work, including its frame, is:

Dali, Salvador
...et tulit corpus Iesu
(...and took the body of Jesus away)
1964
19''x 13 3/4''

Registration Number: 100598.0007
Appraised Value: \$8800

Lithograph in color on heavy rag paper. Signed in color pencil, also signed on the stone. Numbered in Roman numerals and annotated "g.a." One of 9 examples hand-signed by Dali between 1976-1979.

One of one hundred and five illustrations of the "Sacra Biblia" by Salvador Dali, published by Rizzoli Editions, Milan, Italy, 1967, and commissioned by Guiseppe Albaretto. From the collection of Roberto Mastella. One complete hand-signed Bible also exists, in a private collection.

Dali's friend and patron, Giuseppe Albaretto, commissioned the artist to create one hundred and five lithographs to illustrate the Bible. Six years were spent, from 1963 to 1969, in creating the lithographs which were edited and printed by Rizzoli Editions. Between 1976 and 1979 Mr. Roberto Mastella, a prominent Dali collector arranged through Mr. Albaretto to have Dali hand-sign examples of the lithographs.
(Continued on next page)

ALBERT SCAGLIONE
Director





Appraisal

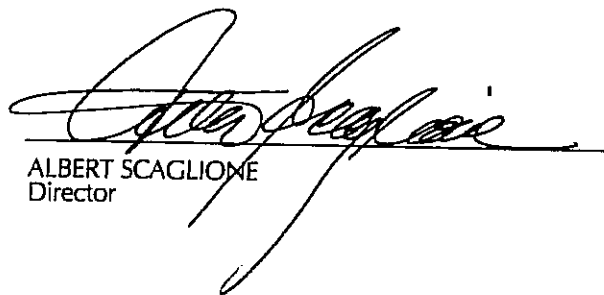
Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

Page 2

These are the only know examples of the Sacra Biblia hand-signed by Salvador Dali in existence.

More than one year was spent researching and authenticating these lithographs. Mr. Bernard Ewell, ASA, a recognized expert in the field of Dali's works and appraiser of the Salvador Dali Museum, St. Petersburg, FL, along with Albert Field, official archivist, both authenticated the lithographs and the hand-signatures by Dali. Dr. Mara Albaretto Berio, widow of Giuseppe Albaretto, has also authenticated these lithographs.

Albaretto's intention in convincing Dali to accept the Biblical commission was to lead the artist to God. He believed that studying the Bible, Dali would once again be drawn to the Catholic religion, fearing that through the influence of Dali's wife, Gala, the artist was risking his spiritual redemption. We can never know the spiritual outcome of the experience of creating the Sacra Biblia, but, the artistic outcome is certainly remarkable. Bernard Ewell, in commenting on the series stated, "Having examined the original paintings, as well as...the printed illustrations, I am tremendously impressed by the fidelity of the prints. It is frequently difficult to tell they are not the original paintings. They are of quality that would fool most viewers. Truly, the coming together of the Albarettos, the Bible, and
(Continued on next page)



ALBERT SCAGLIONE
Director



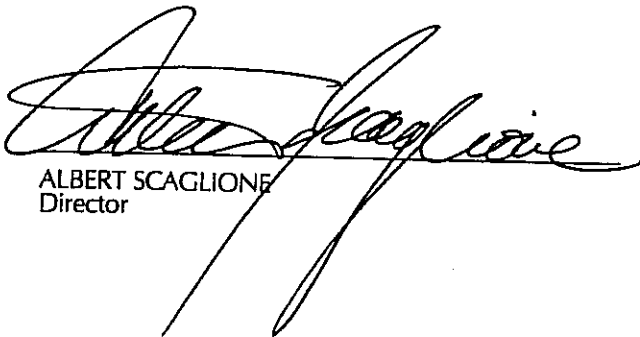


Appraisal

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

Page 3

Dali resulted in a creation of a set of images that represent far more than the sum of the parts. Even so, it is worth stating again that each image quite clearly can stand alone as an individual work of art by Salvador Dali".



ALBERT SCAGLIONE
Director





Appraisal

March 30, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

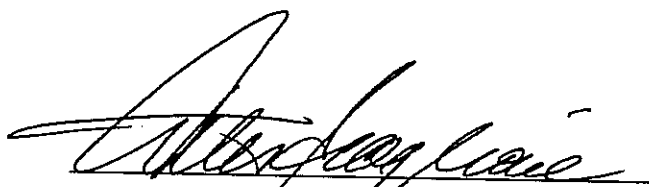
The following works of art has been examined by Park West Gallery. Their authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for these works are:

Raad, Lucelle
Summer
2000

Registration Number: 109632.0223
Appraised Value: \$650

19 1/4'' x 15 1/2''

Seriolithograph in color on wove paper. Signed in pencil, titled and numbered. From the edition of 650 (100 special numbered proofs and 150 artist's proofs also exist).



ALBERT SCAGLIONE
Director





Appraisal

March 30, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

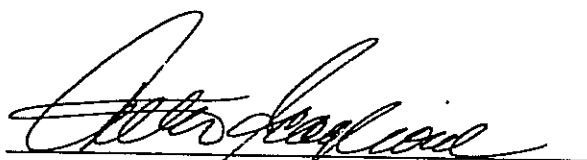
The following works of art has been examined by Park West Gallery. Their authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for these works are:

Perez, Alex
The Chapel
2000

Registration Number: 109083.2660
Appraised Value: \$400

15 1/2'' x 20 1/4''

Seriolithograph in color on paper. Signed in the plate. From the edition of 9500.



ALBERT SCAGLIONE
Director





Appraisal

April 3, 2001

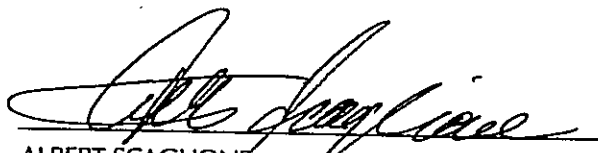
Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following works of art has been examined by Park West Gallery. Their authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for these works, including their frames, are:

Tarkay, Itzchak
Brunch with Bethany #5
2000
7 1/2'' x 5 3/4''

Registration Number: 111084.0000
Appraised Value: \$2950

Watercolor over serigraph line drawing on wove paper. Signed in ink, lower right.


ALBERT SCAGLIONE
Director





Appraisal

April 3, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

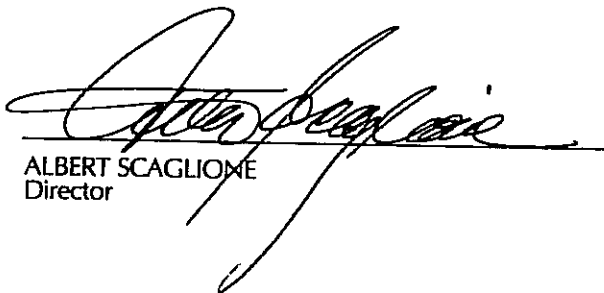
The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work, including its frame, is:

Tarkay, Itzchak
Sonja #6
2000

Registration Number: 111375.0000
Appraised Value: \$3250

9 1/2" x 7 1/2"

Watercolor over serigraph line drawing on wove paper. Signed in ink, lower right.



ALBERT SCAGLIONE
Director





Appraisal

March 30, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

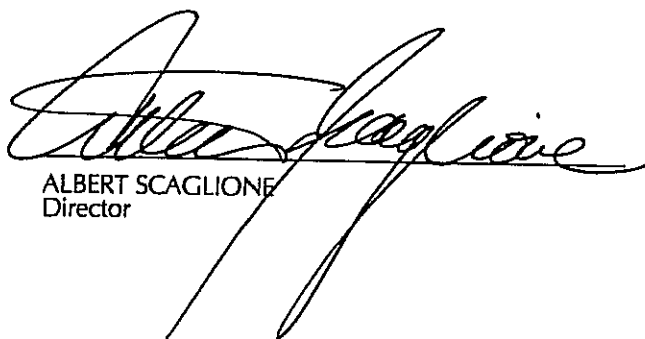
The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work is:

Picot, Jean-Claude
La Neige sur les Quais
1998

Registration Number: 88836.0321
Appraised Value: \$850

26 1/4" x 21 3/4"

Serigraph in color on wove paper. Signed in ink, numbered. From the regular edition of 350 (50 European artist's proofs, 50 artist's proofs, 50 hors commerce, 20 printer's proofs, 3 bon a tirer proofs, 1 editor's proof and 1 Roman numeral proof also exist. There is a deluxe hand embellished edition on canvas of 170 that also exists.



ALBERT SCAGLIONE
Director





Appraisal

June 21, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work, including its frame, is:

Erte (Romain de Tirtoff)
Mediterranee
1986
15 3/4'' x 24 3/4''

Registration Number: 106947.0017
Appraised Value: \$4,200

Serigraph in color on wove paper. Signed in pencil, numbered in Roman and annotated 'AP'. From the artist's proof edition of 20 (300 regular edition proofs also exist).



ALBERT SCAGLIONE
Director





Appraisal

May 10, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work, including its frame, is:

Neiman, Leroy
The '21' Club
1990
26" x 36"

Registration Number: 100789.0090
Appraised Value: \$8,500

Serigraph in color on wove paper. Signed in pencil lower right. From the regular numbered edition of 500 (80 artist's proofs, and 6 printer's proofs also exist).


ALBERT SCAGLIONE
Director





Appraisal

May 10, 2001

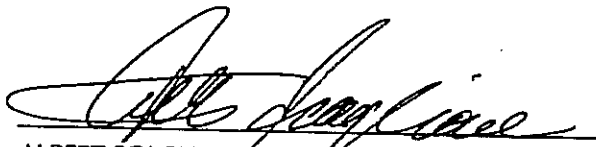
Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following work of art has been examined by Park West Gallery. The authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for this work, including its frame, is:

Neiman, Leroy
Big Time Golf Suite - #3
1996
17 1/2'' x 22''

Registration Number: 102276.0038
Appraised Value: \$5,200

Serigraph in color on wove paper. Signed in pencil. From the numbered edition of 1000.



ALBERT SCAGLIONE
Director





Appraisal

March 30, 2001

Donald & Joyce Hatter
111 Willow Grove Drive
Lincroft, NJ 07738-1016

The following works of art has been examined by Park West Gallery. Their authorship was guaranteed according to the terms set forth on the reverse of this Appraisal. In our opinion, the current gallery retail replacement price for these works are:

Picot, Jean-claude
Two Femmes au Jardin a Theoule
2000
15 3/4'' x 20''

Registration Number: 109084.3591
Appraised Value: \$250

Seriolithograph in color on paper. Signed in the plate. From the edition of 9500.



ALBERT SCAGLIONE
Director



Exhibit E

PARK WEST
G.A.L.L.E.R.Y

Certificate of Authenticity

Fearing that through the influence of Dalí's wife, Gala, the artist was risking his spiritual redemption. We can never know the spiritual outcome of the experience of creating the Sacra Biblia, but the artistic outcome is certainly remarkable. Bernard Jwell, in commenting on the series stated, "Having examined the original paintings, as well as...the printed illustrations, I am tremendously impressed by the fidelity of the prints. It is frequently difficult to tell they are not the original paintings. They are of quality that would fool most viewers. Truly, the coming together of the Albarctos, the Bible, and Dalí resulted in a creation of a set of images that represent far more than the sum of the parts. Even so, it is worth stating again that each image quite clearly can stand alone as an individual work of art by Salvador Dalí."

PARK WEST
G.A.L.L.E.R.Y

Certificate of Authenticity

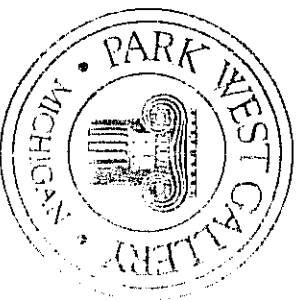
According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 111375
Tarkay, Itzchak
Sonia #6
2000
9 1/2" x 7 1/2"
Watercolor over serigraph line drawing on wove paper. Signed in ink, lower right.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director





Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 100598
Dali, Salvador
...et tui corpus Iesu
(...and took the body of Jesus away)
1964
19" x 13 3/4"

Lithograph in color on heavy rag paper. Signed in color pencil, also signed on the stone. Numbered in Roman numerals and annotated "g.a." One of 9 examples hand-signed by Dali between 1976-1979.

One of one hundred and five illustrations of the "Sacra Biblia" by Salvador Dali, published by Rizzoli Editions, Milan, Italy, 1967, and commissioned by Giuseppe Albaretto. From the collection of Roberto Mastella. One complete hand-signed Bible also exists, in a private collection.



Certificate of Authenticity

Dali's friend and patron, Giuseppe Albaretto, commissioned the artist to create one hundred and five lithographs to illustrate the Bible. Six years were spent, from 1963 to 1969, in creating the lithographs which were edited and printed by Rizzoli Editions. Between 1976 and 1979 Mr. Roberto Mastella, a prominent Dali collector arranged through Mr. Albaretto to have Dali hand-sign examples of the lithographs. These are the only know examples of the Sacra Biblia hand-signed by Salvador Dali in existence.

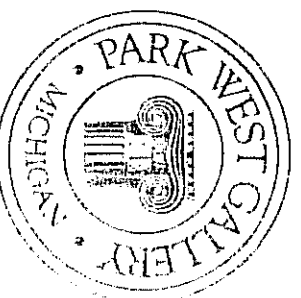
More than one year was spent researching and authenticating these lithographs. Mr. Bernard Fwell, ASA, a recognized expert in the field of Dali's works and appraiser of the Salvador Dali Museum, St. Petersburg, FL, along with Albert Field, official archivist, both authenticated the lithographs and the hand-signatures by Dali. Dr. Mara Albaretto Berio, widow of Giuseppe Albaretto, has also authenticated these lithographs.

Albaretto's intention in convincing Dali to accept the Biblical commission was to lead the artist to God. He believed that studying the Bible, Dali would once again be drawn to the Catholic religion.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director



PARK WEST
G.A.L.L.E.R.Y

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 106947
Frite (Romain de Tirtoff)
Mediterrance
1986

15 3/4" x 24 3/4"
Oeigraph in color on wove paper, signed in pencil, numbered in Roman and annotated 'AD'. From the artist's proof edition of 20 (300 regular edition proofs also exist).

PARK WEST
G.A.L.L.E.R.Y

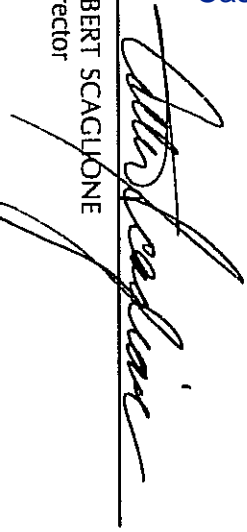
Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

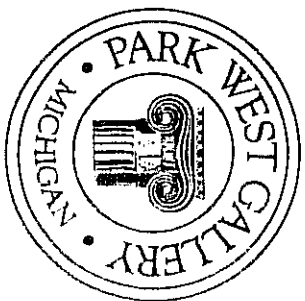
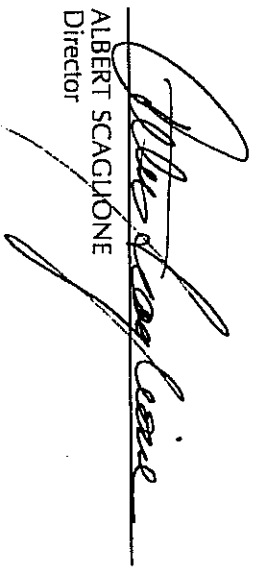
Registration No. 106947
Frite (Romain de Tirtoff)
Mediterrance
1986

15 3/4" x 24 3/4"
Oeigraph in color on wove paper, signed in pencil, numbered in Roman and annotated 'AD'. From the artist's proof edition of 20 (300 regular edition proofs also exist).

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director





Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 100789
Neiman, Leroy
The '71 Club
1990

26" x 36"
Serigraph in color on wove paper. Signed in pencil lower right. From the regular numbered edition of 500 (80 artist's proofs, and 6 printer's proofs also exist).



Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

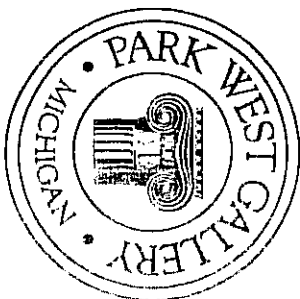
Registration No. 88836
Picot, Jean-Claude
La Neige sur les Quais
1998

26 1/4" x 21 3/4"
Serigraph in color on wove paper. Signed in ink, numbered. From the regular edition of 350 (50 European artist's proofs, 50 artist's proofs, 50 hors commerce, 20 printer's proofs, 3 bon a tirer proofs, 1 editor's proof and 1 Roman numeral proof also exist. There is a deluxe hand embellished edition on canvas of 170 that also exists.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director





Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 99297
Kachan, Michael
Fifftel Song
1999
9 x 7 1/4"
Serolithograph in color. Signed in the plate.

ALBERT SCAGLIONE
Director



Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 102276
Neiman, Jeroy
Big Time Golf Suite - #3
1986
17 1/2" x 22"
Serigraph in color on wove paper. Signed in pencil.
From the numbered edition of 1000.

ALBERT SCAGLIONE
Director



Page 7 of 14
Filed 07/29/2009 Document 4-7
Case 2:09-cv-12983-DPH-DAS

Certificate of Authenticity

PARK WEST
G.A.L.L.E.R.Y

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 1099084

Dicol, Jean-claude

Two Femmes au Jardin a Theoule

2000

5 3/4" x 20"

sericolithograph in color on paper. Signed in the plate. From the edition of 9500.

Certificate of Authenticity

PARK WEST
G.A.L.L.E.R.Y

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 109632

Dard, Lucelle

Summer

2000

19 1/4" x 15 1/2"

sericolithograph in color on wove paper. Signed in pencil, titled and numbered. From the edition of 650 (100 special numbered proofs and 150 artist's proofs also exist).

ALBERT SCAGIONE
Director



ALBERT SCAGIONE
Director





Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 111084
Tarkay, Izchak
Brunch with Bethany #5
2000
7 1/2" x 5 3/4"
Watercolor over serigraph line drawing on wove paper. Signed in ink, lower right.

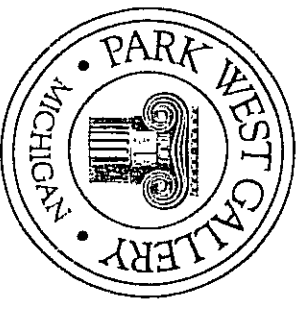


Certificate of Authenticity

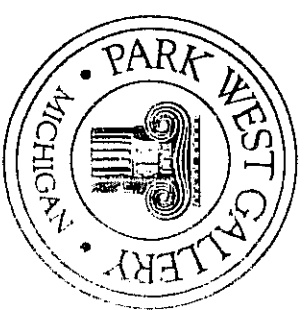
According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 109083
Perez, Alex
The Chapel
2000
15 1/2" x 20 1/4"
Serolithograph in color on paper. Signed in the plate. From the edition of 9500.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director



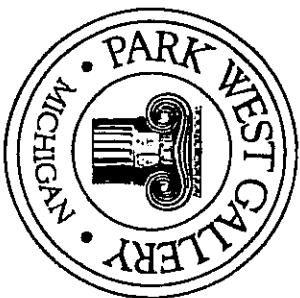
Certificate of Authenticity

Albareto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and provenance, with the work (now on file at Park West Gallery). The letter reads as follows:

"I, the undersigned Master Salvador Dali, certify by this letter to having signed by my hand at the "Heures Claires" 19, rue Bonaparte, Paris, this series of 100 illustrations of the "Divine Comedy" of Dante, produced as wood engraving. Carried out in Paris, November 24 1974. Master Salvador Dali"

The 100 wood engravings for the "Divine Comedy" were executed over a 14 year period from 1951 to 1964. From 1951 to 1960, Dali painted the 101 watercolors which were used as studies for the wood engravings. From 1960 to 1964, Raymond Jacquet created the more than 3,000 wood blocks which were necessary for the complete "Divine Comedy" with the participation and final approval of Salvador Dali for each of the 100 engravings.



ALBERT SCAGLIONE
Director

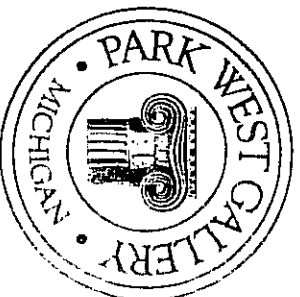
Albert Scaglione

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 95190
Cambier, Pierre Eugene
Paris-La Pointe de l'ile
Saint Louis
1998
9 1/2" x 11 3/4"

Engraving in color on Arches Blanc paper. Signed in pencil, numbered. From the edition of 450 (65 European artist's proofs, 65 artist's proofs, 65 hors commerce, 7 bon a tirer proofs and 3 editor's proofs also exist).



ALBERT SCAGLIONE
Director

Albert Scaglione

Certificate of Authenticity

final approval of Salvador Dali for each of the 100 engravings.

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 83023

Dali, Salvador

The last Oratorics of Virgil

Purgatory 27

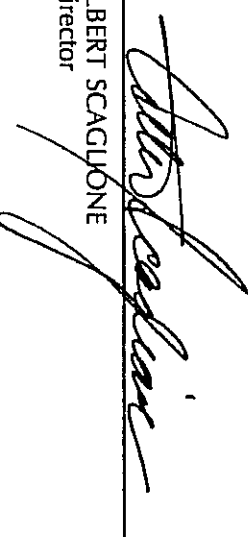
"three over thyself I therefore crown and mire."

1951-64

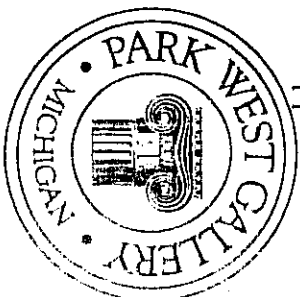
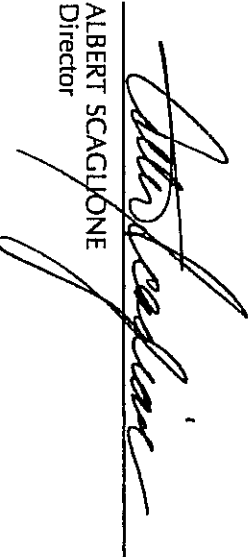
9 3/8" x 7"

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d'Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Giuseppe

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director



Certificate of Authenticity

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Filed 07/29/2009

Registration No. 82983

Dali, Salvador

The Black Devil

Inferno 21

"Protruding from the mouth of each were seen a sinner's feet and legs so much as came up to the calf; the rest remained within."

1951-64

10" x 7 3/8"

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d'Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered

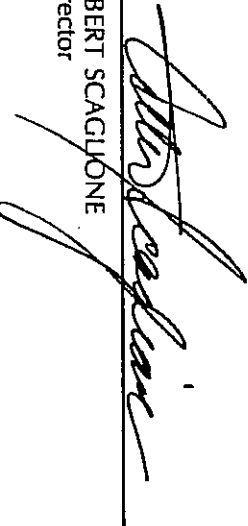
in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Giuseppe Albreto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and provenance, with the work (now on file at Park West Gallery). The letter reads as follows:

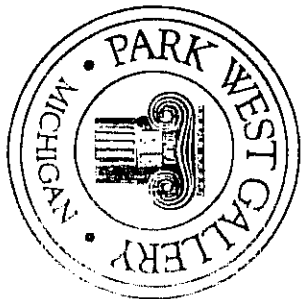
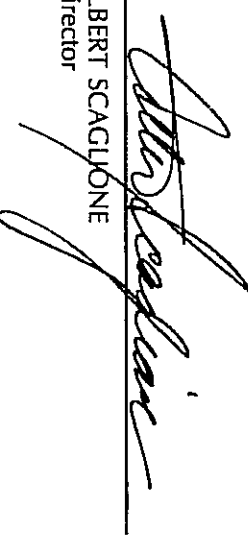
"I, the undersigned Master Salvador Dali, certify by this letter to having signed by my hand at the "Heures Claires" 19, rue Bonaparte, Paris, this series of 100 illustrations of the "Divine Comedy" of Dante, produced as wood engraving. Carried out in Paris, November 24 1974. Master Salvador Dali"

The 100 wood engravings for the "Divine Comedy" were executed over a 14 year period from 1951 to 1964. From 1951 to 1960, Dali painted the 101 watercolors which were used as studies for the wood engravings. From 1960 to 1964, Raymond Jaquet created the more than 3,000 wood blocks which were necessary for the complete "Divine Comedy" with the participation and

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director





Certificate of Authenticity



Certificate of Authenticity

final approval of Salvador Dali for each of the 100 engravings.

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

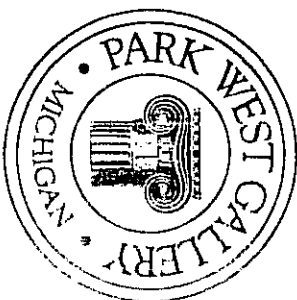
Registration No. 68230
Krasnyanski, Anatole
The Couple
1994

38 1/4" x 24"
Watercolor and acrylic painting on handmade Japanese paper, signed and dated lower left. A unique work from the collection of the artist.
This work was used as the study for an edition of lithographs of the same title printed in 1995.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director



Certificate of Authenticity

in Arabic numerals and some examples not annotated and unnumbered). From the collection of Mr. Giuseppe Albertto, friend, patron and business associate of the artist and an owner of Les Heures Claires, the publisher.

This work was hand signed in pencil by Salvador Dali on November 24, 1974 in Paris. Dali provided a letter verifying the signing and provenance, with the work (now on file at Park West Gallery). The letter reads as follows:

"I, the undersigned Master Salvador Dali, certify by this letter to having signed by my hand at the "Heures Claires" 19, rue Bonaparte, Paris, this series of 100 illustrations of the "Divine Comedy" of Dante, produced as wood engraving, Carried out in Paris, November 24 1974. Master Salvador Dali"

The 100 wood engravings for the "Divine Comedy" were executed over a 14 year period from 1951 to 1964. From 1951 to 1960, Dali painted the 101 watercolors which were used as studies for the wood engravings. From 1960 to 1964, Raymond Jaquet created the more than 3,000 wood blocks which were necessary for the complete "Divine Comedy" with the participation and

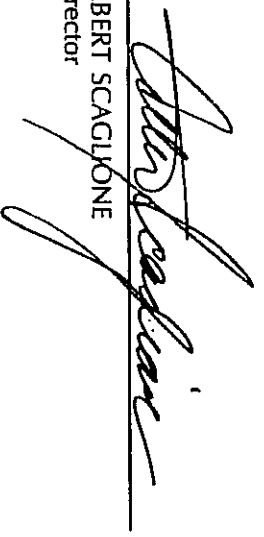
Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

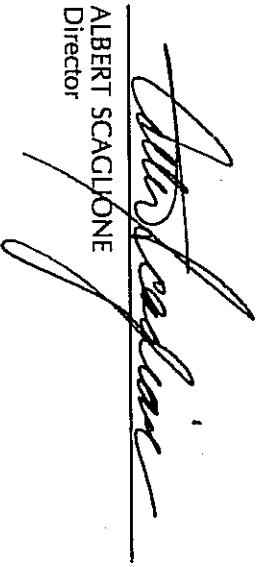
Registration No. 90417
Max, Peter
Nicolaë Gallerie
1998
3 1/2" x 2 1/4"

Mixed media painting with acrylic and offset lithography on paper. Signed in pigment. A unique variation.

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director



PARK WEST
G.A.L.L.E.R.Y

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 97972

Winnie the Pooh
"Owl and Pooh"

1982

10 1/2" x 12 1/4"

Hand painted production cels and pencil drawings.
For the Disney Studios at Epicot Center production of
Seasons.

PARK WEST
G.A.L.L.E.R.Y

Certificate of Authenticity

According to the terms of the guarantee on the verso of this certificate, we guarantee the authorship of the following work of art:

Registration No. 82957

Dall, Salvador
The March Towards God
Paradise 28

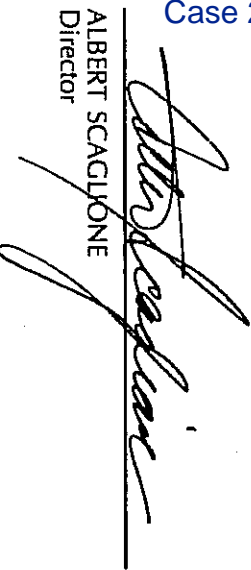
"thus by enlightening grace and by their own desert their vision was uplifted so, that will in them is full and steadfast grown."

1951-64

10" x 7 1/8"

Wood engraving in color on Rives paper. One of one hundred illustrations of Dante's "Divine Comedy", after a watercolor. Hand signed in pencil by the artist, also signed in the block. Published by Les Editions d'Art Les Heures Claires, Paris. Blindstamp of the editor and artistic director of Les Heures Claires, Mr. Jean Estrade, lower left margin. One of eight examples annotated 'g.a.' and numbered in Roman numerals (there are also twenty-five examples annotated 'g.a.' and numbered

ALBERT SCAGLIONE
Director



ALBERT SCAGLIONE
Director

