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**JUDGE MOTZ**

71 APR 29 2011

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----x  
COREY R. SHANUS,

Plaintiff,

- v -

ROBERT EDWARD AUCTIONS, LLC and  
ROBERT LIFSON,

Defendants.

Civil Action No.

**COMPLAINT**

Jury Trial Demanded

FILED  
U.S. DISTRICT COURT  
2011 APR -4 PM 2:21  
S.D. OF N.Y.

-----x  
Plaintiff Corey R. Shanus, by his attorneys, Rosenfeld & Kaplan, LLP, for his Complaint,  
alleges as follows:

**PARTIES**

1. Plaintiff Corey R. Shanus ("Shanus") is a New York resident, residing in Westchester County, New York. Shanus is a world renowned collector of sports collectibles, and holds one of the premier private collections of sports memorabilia.

2. On information and belief, defendant Robert Edward Auctions, LLC ("REA") was, at all times relevant to this Complaint, a New Jersey Corporation with its principal place of business at 90 Gallowae, P.O. Box 7256, Watchung, New Jersey 07069. Upon further information and belief, REA is an auction house specializing in the on-line advertising,

auctioning and sale of sports collectibles.

3. On information and belief, defendant Robert Lifson (“Lifson”) is a New Jersey resident and was, at all times relevant to the Complaint, the Owner and Managing Member of REA.

#### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. Section 1332 on the basis of diversity of citizenship between the parties.

5. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.

6. Venue lies in this District pursuant to 28 U.S.C. Section 1391 in that the plaintiff resides within this District and the acts giving rise to this complaint occurred within this District.

7. The causes of action alleged in this complaint arise from the transaction of business by defendants in this District, including the “on-line” advertising, auctioning, promotion and sale of goods in New York.

#### **FACTS**

8. For many years, Shanus has been an active participant in the sports memorabilia auction market, seeking to bid on and purchase rare sports collectible items. Mastro Net, Inc. (“Mastro Net”) was prominent auction house that conducted auctions of sports collectibles in which Shanus was a participant. Upon information and belief, Mastro Net was, at all times relevant to the complaint, owned and operated by William Mastro (“Mastro”) and Douglas Allen (“Allen”).

9. Upon information and belief, prior to forming REA, Lifson was an officer and employee of Mastro Net.

10. In his capacity as an officer and employee of Mastro Net, Lifson arranged to obtain by consignment a large collection of sports memorabilia from an individual known as Peter Nash (“Nash”) consisting of alleged rare 19th and 20th Century sports collectibles (the “Nash Items”).

11. Upon information and belief, Lifson, in addition to arranging for consignment of the Nash Items, while he was working at Mastro Net, was responsible for investigating the genuineness and authenticity of the Nash Items.

12. At an August 2002 Mastro Net Auction, Shanus was the successful bidder on an item listed in Mastro Net’s 2002 Premier Catalogue Auction (the “August 2002 Catalogue”) known as a “1861 Grand Match Trophy Baseball” (the “1861 Trophy Ball”). Upon information and belief, the 1861 Trophy Ball was one of the Nash Items.

13. Mastro Net represented the 1861 Trophy Ball to be a “spectacular trophy ball from the earliest days of organized baseball,” and to be “handmade by future sports goods magnate, Al Reach who is also recognized as being the first professional ballplayer.” According to Mastro Net’s August 2002 Catalogue, the 1861 Trophy Ball “like most important relics of our national pastime, ultimately found a home in the fabled Barry Halper collection” and was “one of the highlights of the Halper Collection one of the collecting world’s earliest and most important trophy baseballs.”

14. The August 2002 Catalogue also contained a number of expressed representations regarding the authenticity and genuineness of the items being offered for sale at that Auction, including the 1861 Trophy Ball.

15. As a consequence of his years bidding on and collecting sports memorabilia, Shanus developed a close working relationship with Lifson. Shanus came to believe that he could rely on Lifson to provide him with accurate and reliable information concerning the sports collectible items that Shanus was interested in bidding on from Mastro Net during the period that Lifson was

employed by that Company and, thereafter, in connection with sport collectible items that Shanus expressed an interest in bidding on and purchasing from REA.

16. Prior to the August 2002 Auction, Shanus conferred with Lifson, among others, and received assurances from him as to the authenticity and genuineness of the 1861 Trophy Ball.

17. Based on the representations and warranties of Mastro Net, and the representations made to him by Lifson, among others, Shanus bid on-line from his home in Westchester County on the 1861 Trophy Ball being offered by Mastro Net.

18. In September 2002, Shanus paid Mastro Net \$60,861.00 for the 1861 Trophy Ball. The 1861 Trophy Ball was delivered to Shanus in Westchester County, New York.

19. In April 2003, Shanus was the successful bidder on a Mastro Net item listed in its Premier Catalogue Auction as a "1853 New York Knickerbocker Trophy Ball" (the "1853 Trophy Ball").

20. Mastro Net represented the 1853 Trophy Ball to be the "[e]arliest known trophy ball in existence," and stated that it was "in our opinion, simply the finest and most historically significant trophy ball in existence, let alone to ever be offered at public auction." According to the 2003 Catalogue, the 1853 Trophy Ball had been presented in 1903 to Henry Chadwick, a "journalist and writer," who, the 2003 Catalogue stated, was at the time "the most respected figure in the game of baseball."

21. Upon information and belief, the 1853 Trophy Ball was also one of the Nash Items.

22. The 2003 Catalogue contained a number of expressed representations and warranties concerning the authenticity and genuineness of the 1853 Trophy Ball.

23. Prior to the auction for the 1853 Trophy Ball, Shanus conferred with Lifson who assured him as to the genuineness and authenticity of the 1853 Trophy Ball, and confirmed to Shanus

that the 1853 Trophy Ball had come from the Chadwick family holdings and was otherwise authentic.

24. Based on the representations and warranties of Mastro Net, and the representations made to him by Lifson, among others, Shanus bid on-line from his home in Westchester County on the 1853 Trophy Ball being offered by Mastro Net.

25. Shanus was advised by Mastro Net that he had the winning bid on the 1853 Trophy Ball.

26. In June 2003, Shanus paid Mastro Net \$161,992.45 for the 1853 Trophy Ball. The 1853 Trophy Ball was delivered to Shanus in Westchester, New York. (The 1861 Trophy Ball and the 1853 Trophy Ball are referred to herein collectively as the "Trophy Balls.")

27. On information and belief, starting as early as 2004, Lifson received information calling into question the authenticity of certain items consigned by Nash and had reason to believe that at least some of those items may have been counterfeit.

28. On information and belief, between June 2003 and February 2009, Lifson learned that serious questions existed as to whether multiple items that had been consigned by Nash to Mastro Net as well as other auctioneers were, in fact, counterfeit, including, but not limited to, an allegedly antique Cincinnati Red Stocking trophy ball sold by Mastro Net to an investor named John Gianetti ("Gianetti"). The sale to Gianetti occurred in or around the same time that Shanus purchased the 1853 Trophy Ball from Mastro Net.

29. In 2003, Shanus was considering whether to bid on an 1869 trophy casing that was being auctioned by Mastro Net containing a number of trophy balls purportedly from the 1869 Cincinnati Red Stocking baseball team.

30. In connection with that prospective bid, Shanus retained a furniture expert who

examined the trophy casing and advised Shanus that certain components of the trophy casing, including certain nails and ribbons affixed thereto, represented modern enhancements and, therefore, could not have been affixed in 1869, thus calling into question its authenticity. As a consequence of this disclosure, Shanus began to wonder whether he should investigate the authenticity of the Trophy Balls he had purchased from Mastro Net.

31. Between 2003 and April 2005, Lifson and Shanus had multiple discussions about the Nash Items consigned to Mastro Net and other collectible items held by Nash that REA was offering for sale to sports memorabilia collectors. During these conversations Lifson failed to disclose to Shanus that there were questions as to the authenticity of at least some of the Nash Items. To the contrary, Lifson continued to reassure Shanus that the Nash Items were genuine and authentic.

32. On or around April 27, 2005, Shanus raised with Lifson his concerns regarding the trophy casing and discussed with Lifson whether he should investigate the authenticity of the Trophy Balls. Shanus informed Lifson at this time that he was considering the possibility of scientifically testing the Trophy Balls, which both Shanus and Lifson understood to be an invasive and destructive process that could irreparably compromise the integrity and, therefore, the value of these items.

33. In direct response to Shanus's inquiry, Lifson assured Shanus that the trophy casing was a genuine antique and that the enhancements found by Shanus's expert had been added by Mastro simply to upgrade and reinforce the trophy casing. Lifson also reassured Shanus that the 1869 Cincinnati Red Stocking trophy balls in the trophy casing were authentic, as were all other Nash items that had been sold by Mastro Net.

34. To dissuade Shanus from pursuing any further inquiries regarding these collectibles, and, in particular, the Trophy Balls, Lifson showed Shanus a letter purportedly

written and signed by Henry Chadwick (the “Chadwick Letter”) discussing the provenance of the 1853 and 1861 Trophy Balls and attesting to their authenticity.

35. As a direct result of Lifson’s representations and actions, Shanus refrained from scientifically testing the Trophy Balls or otherwise pursuing further inquiry regarding their authenticity.

36. Between May 2005 and February 2009, Lipson and Shanus had additional discussions about the Nash Items consigned to Mastro Net and other collectible items held by Nash that REA was offering for sale to sport memorabilia collectors. During those conversations, Lifson continued to withhold from Shanus what Lipson had learned about some of the Nash items and, continued to reassure Shanus regarding the authenticity of these items and dissuade him from pursuing further inquiry.

37. In December 2005, Shanus paid REA \$105,000 for a silver trophy ball commemorating James Creighton, a New York baseball pioneer (the “Silver Trophy Ball”). Lifson advised Shanus that the Silver Trophy Ball was owned by Nash, and Lifson represented to Shanus at the time of that sale that the proceeds thereof would be paid directly to Nash.

38. In connection with his purchase of the Silver Trophy Ball, Shanus asked Lifson whether there was any reason he should be concerned about the authenticity of any of the Nash Items that he purchased from Mastro Net or any other items that Nash was offering for sale to sports memorabilia collectors. Lifson reassured Shanus that he knew of no facts which would lead him to question the authenticity and genuineness of the Nash Items. Lifson further stated to Shanus that Lifson had no reason to believe that the Silver Trophy Ball was not genuine and authentic.

39. Upon information and belief, in 2006 Lifson caused to be removed from the listed items to be sold at an upcoming REA auction an 1833 Olympic Baseball which had been consigned by Nash, after Lifson learned that a purported Henry Chadwick signature that appeared at the base of that item might be a forgery. This information was also not disclosed to Shanus.

40. Lifson had good reason to keep from Shanus what Lifson had learned about various Nash items that were being sold at auctions as rare sport collectibles and to discourage Shanus from inquiring about the authenticity of these items. Unbeknownst to Shanus, upon information and belief, Lifson either individually and/or through REA had loaned a substantial sum of money to Nash (the "Nash Loan") and had collateralized that loan by taking a security interest in Nash's collection of sports memorabilia (hereafter, the "Nash Collectibles"). Upon further information and belief, Lifson had been unsuccessful in his efforts to obtain repayment from Nash, and had commenced court proceedings to collect on the Nash indebtedness by, among other things, foreclosing on the collateral. Upon further information and belief, Lifson viewed the collateral as the best, if not the only, source of repayment of his loan.

41. Even though Lifson either knew that certain of the items in the Nash Collectibles were forgeries or was privy to enough information that should have led him to question the authenticity of these items, Lifson, through REA, continued without qualification to promote the Nash Collectibles as authentic and to offer them for sale at REA auctions and through private channels to Shanus and others.

42. Among the items listed for sale in REA's auction catalogue in 2007 was the Chadwick Letter.

43. Shanus was the successful bidder for the Chadwick Letter for which he paid REA \$11,750.00.



44. Upon information and belief, Lifson, through REA, guaranteed the authenticity and genuineness of the Chadwick Letter. Upon further information and belief, Lifson knew or should have known that the Chadwick Letter was a forgery as it described two Trophy Balls that Lifson either knew or should have known were counterfeit, or that he was privy to enough information about the item that should have led him to question its authenticity.

45. In 2007, Shanus was the successful bidder on a CDV (consisting of an antique photograph and signature example) of Duncan Curry (the "Curry CDV"), the first President of the New York Knickerbocker Baseball Club, New York's first organized Baseball Club. Shanus paid REA \$4,406.25 for the Curry CDV.

46. The REA auction catalogue described the Curry CDV as "the only Duncan Curry CDV known and the offered Curry signature is the only example we have ever seen" and as "part of the incredible archive of handwritten notes from Henry Chadwick."

47. Upon information and belief, Lifson, through REA, attested to the authenticity and genuineness of the Curry CDV. Upon further information and belief, this item was among the Nash Collectibles that were being held as collateral for the Nash Loan, and was an item that Lifson either knew or should have known was a forgery, or that he was privy to enough information about the item that should have led him to question its authenticity.

48. In 2007, Shanus was the successful bidder at the REA auction on a Henry Chadwick personal inscribed and signed score book from the 1869 Cincinnati Red Stockings Eastern tour (the "Score Book"). Shanus paid \$19,975.00 for the Score Book.

49. The authenticity and genuineness of the Score Book was attested to by REA. On information and belief, the Score Book was among the Nash Collectibles that were being held by Lifson and/or REA as collateral for the Nash Loan and was an item that Lifson knew or should

have known was a forgery, or that he was privy to enough information about the item that should have led him to question its authenticity.

50. At no time from 2003 through the beginning of February 2009, did Lifson or anyone associated with Lifson ever disclose to Shanus that questions had arisen concerning the authenticity of items in the Nash Collectibles and that Lifson had information that led him to believe that at least some of the items, including the Trophy Balls that had come from Nash, were counterfeit and not genuine items.

51. From 2003 through February 2009, Lifson repeatedly reassured Shanus as to the *bona fides* of all of the Nash Items and Nash Collectibles, knowing that at least some of the items that were consigned or otherwise being offered for sale by Nash were counterfeit, or that he was privy to enough information about the items that should have led him to question their authenticity, and that the authenticity and genuineness of the Trophy Balls, and other items from the Nash Items and Nash Collectibles were in doubt.

52. Upon information and belief, Lifson made these representations to induce Shanus to forego forensically testing the Trophy Balls, or to take any other steps to verify the authenticity of items that Shanus either bid on or purchased that were either consigned or offered for sale by Nash.

53. The representations and reassurances given by Lifson to Shanus as to the authenticity of the Trophy Balls and other items being offered for sale by Nash, were intended to dissuade Shanus from investigating the genuineness or authenticity of these items or pursuing claims against either Mastro Net, its principal or Lifson regarding these items.

54. The representations and reassurances given by Lifson as to the authenticity of the Trophy Balls and other Nash Items and Nash Collectibles were also made to induce Shanus to

continue to bid on items being sold by Lifson, and to lure him into purchasing items at auction at artificially inflated prices.

55. Based on the representations made by Lifson, among others, as to the quality and authenticity of the items being sold for auction, and the reassurances Shanus obtained from Lifson and others following his purchases of the Trophy Balls, Shanus continued to do business with Mastro Net and REA and continued to purchase at auctions and through private sale items either consigned by or being offered for sale by Nash.

56. On or about February 2, 2009, Shanus received an email from Lifson inviting him to participate in a sealed bid action. Attached to that email were written "Terms and Conditions of Bid" setting forth the terms and condition of the auction ("The Auction Terms"). The Auction Terms describe the auction as "an invitation to bid on a collection of baseball-related materials which we will hereby refer to as 'The Collection.' These materials were provided as collateral for loans made by Robert Edward Auctions LLC. . . . The loans have not been repaid and the sale is authorized per Order of the Superior Court, Law Division, Somerset County, New Jersey."

57. The Auction Terms contain the following disclaimer: "'The Collection' is sold 'AS IS' and with all faults. The sale is made without recourse. 'The Collection' includes items that may be authentic in part . . ."

58. Shanus had never seen such a disclaimer in connection with an auction of sports memorabilia. Upon information and belief, this disclaimer was contrary to the terms and conditions of the prior REA auctions in which Shanus had participated and in connection with which REA, in accordance with standard industry practice, had made express representations as to the authenticity and genuineness of the articles being offered for sale.

59. In early February 2009, after reviewing the Auction Terms, Shanus contacted Lifson to inquire about the origins of the Collection and the reasons for the unusual disclaimers. Only after Shanus began to question him did Lifson advise Shanus that the Collection consisted of items from Nash and, stated for the first time, that there might be questions as to the authenticity of items that Lifson had previously obtained from Nash. Lifson also suggested, also for the first time, that Shanus should consider having the Trophy Balls tested for authenticity.

60. Shanus thereafter engaged Orion Analytical, LLC (“Orion”), a “Materials Analysis and Consulting Firm,” to investigate the authenticity of the Trophy Balls.

61. In a report issued by Orion on August 13, 2009, Orion concluded that the 1853 Trophy Ball was a fraud. That report stated that the “trophy ball, as presently marked, was not created in or about 1853, or anytime prior to the introduction of the rutile form of titanium dioxide in the 1940's or 1950's.”

62. In a report issued by Orion on October 27, 2009, Orion concluded that the 1861 Trophy Ball was a fraud. That report stated that the “trophy ball, as presently marked, was not created in or about 1861, or anytime prior to the introduction of polystyrene in the 1920's or 1930's.”

63. Upon information and belief, Lifson, through REA, has also caused the market for baseball memorabilia to be artificially inflated by falsely reporting record sales of rare baseball memorabilia.

64. In 2004, Shanus was a losing bidder on an item known as the “Origins of Baseball Letter.” REA reported on its website and elsewhere that it sold the Origins of Baseball Letter at its 2005 auction for \$310,500, which item was estimated to sell at auction between \$40,000 and \$60,000. Lifson and REA advertised the sale of this item to be among the “countless auction

records” that fell at the 2004 REA Auction.

65. In 2005, REA also reported that it sold at auction an item known as the “Fashion Course Trophy Ball.” According to a May 5, 2005 article, “[t]he Fashion Course Trophy Ball sold for an extraordinary \$498,000, approximately three times the previous record for any trophy ball ever sold.” REA listed the item on its website as selling for \$498,800. Shanus was a losing bidder on this item. Lifson is quoted in that article as stating with respect to REA’s 2005 Auction that: “Price guide values were redefined by the auction. . . . What a lot of people sometimes forget is that the price guides get their prices from our auction results, not the other way around. There’s going to be a lot of price guide revisions due to the results of this auction.”

66. Upon information and belief, Lifson continued for years to report on his website the sale price which REA reportedly obtained at auction for the Origins of Baseball Letter and the Fashion Course Trophy Ball as well as the other items offered for sale at those auctions and otherwise continued to promote those sales as having taken place at their reported prices. Upon further information and belief, Lifson also continued to claim on his website and elsewhere that the results of the Robert Edward Auctions were “real” and “that bidders could rely on those results,” and for auctions taking place prior to 2009, that Robert Edward Auction had set a “standard of perfection for the collection of auction proceeds.”

67. Upon information and belief, the Lifson and REA statements regarding the reported sales of the Origins of Baseball Letter and the Fashion Course Trophy Ball were knowingly false when made in that the sales of these items as reported were never consummated in that the items were not actually paid for. In fact, upon further information and belief, each of the aforementioned items that REA and Lifson promoted and advertised as having been sold, were retained by REA and then offered as part of the qualified sale of Nash Collectibles that

REA conducted in 2009.

68. Upon information and belief, Lifson and REA made these statements with the intent and design of inflating the value and the price of collectible items in the sports memorabilia market and thereby causing those items to sell for more than they otherwise would sell for.

69. Because of the limited market for sports memorabilia items, reports of past sale prices dramatically effect future sale prices for memorabilia items, and impact the valuation of those items.

70. Upon information and belief, the fictitious record sales reported by Lifson had the desired effect of causing the supposed value and therefore the price of items being sold at sports memorabilia auctions to be artificially inflated.

71. From 2006 through 2008, Shanus was the high bidder and purchaser of the following items of sport memorabilia from REA: (a) an 1871 Ft. Wayne Kekionga CDV purchased for \$43,500 (2006 Auction); (b) an 1871 Washington Olympics CDV purchased for \$46,400 (2006 Auction); (c) an 1874 Philadelphia Athletics Cabinet purchased for \$43,500 (2006 Auction); (d) an 1838 Olympic Base Ball Club of Philadelphia constitution purchased for \$141,000 (2007 Auction); and (e) an 1862 Knickerbockers salt print purchased for \$58,750 (2008 Auction).

72. Upon information and belief, as a consequence of REA and Lifson's conduct and false reporting of auction results and sale prices, the value of sports memorabilia items being offered for auction was grossly inflated and Shanus was caused to overpay for the items he purchased from REA as well as from other auctioneers.

**FIRST COUNT**  
(Lulling Fraud as Against Lifson)

73. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 to 72 above, as if fully set forth herein.

74. From 2002 through 2009, while Shanus's time to assert a claim against Mastro Net and its principals was running, Lifson engaged in a scheme to lull Shanus into believing that the Trophy Balls were authentic so that Shanus would not engage in a forensic examination of the Trophy Balls, or otherwise pursue his rights against Mastro Net for breach of contract.

75. Starting sometime in 2003, and continuing through early February 2009, Lifson became increasingly aware that many, if not all, of the items either consigned by or offered for sale by Nash were counterfeit, or was privy to enough information that should have led him to question the authenticity of these items, and that Nash Items, including the Trophy Balls, were inauthentic and fabricated.

75. From 2002 though early February 2009, Lifson was in regular communication with Shanus.

77. Despite knowing, at a minimum, that a significant issue existed as to whether the Trophy Balls were authentic, Lifson did not disclose such fact to Shanus.

78. From 2003 though early February 2009, Lifson repeatedly advised and reassured Shanus that the items from Nash that Mastro Net and REA had sold Shanus in the past and were then offering for sale were genuine and authentic.

79. These statements by Lifson were intended to induce Shanus to forego exercising his rights with respect to the Trophy Balls.

80. In reliance on Lifson's statements and reassurances, Shanus did not pursue an

examination of the Trophy Balls, or pursue his rights arising out of the fact that the Trophy Balls were not genuine.

81. Shanus has been damaged by Lifson's fraud in an amount to be determined at trial, but believed to be in excess of \$222,783.45, with interest thereon.

82. Lifson's conduct was wilful, wanton and in reckless disregard of Shanus's rights, entitling Shanus to an award of punitive damages in the amount of at least \$222,783.45, with the exact amount to be determined on a full trial on the merits.

**SECOND COUNT**  
(Fraud as Against Lifson and REA)

83. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 to 82 as if fully set forth herein.

84. In bidding on items for auction at REA, Shanus relied on the authenticity of the bidding information being provided to him by REA and Lifson.

85. In bidding on items for auction at REA, Shanus relied on the fact that the reported "high" bid was genuine, and not the result of a shill bid or a reported sale that did not occur.

86. From at least 2003 to 2009, Lifson and REA engaged in a systematic scheme of misrepresenting and reporting sales with the intent of artificially inflating the auction prices of items being offered for sale.

87. On information and belief, Lifson and REA were aware that the purchase prices of items allegedly sold by REA auction, such as the Origins of Baseball Letter and the Fashion Course Trophy Ball were false and fraudulent, and that this false information was provided to Shanus among others to induce him to bid at artificially inflated prices to obtain the items he was seeking.



88. Shanus reasonably relied on the accuracy of the bid information and reported sales information provided to him by REA and Lifson.

89. Shanus has been damaged as a result of his reliance on the representations of REA and Lifson.

90. Shanus has been damaged by Lifson and REA's fraud in an amount to be determined at trial, but believed to be in excess of \$250,000.00, with interest thereon.

91. The conduct of Lifson and REA was wilful, wanton and in reckless disregard of Shanus's rights, entitling Shanus to an award of punitive damages in the amount of at least \$250,000.00, with the exact amount to be determined on a full trial on the merits.

**THIRD COUNT**  
(Breach of Contract as Against REA )

92. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 to 91 as if fully set forth herein.

93. Pursuant to its terms and conditions of sale, REA guaranteed the authenticity of all items offered for auction and sold by it.

94. Shanus purchased the items subject to REA's terms and conditions of sale.

95. Following his purchase of various items that REA obtained from Nash, Shanus learned that these items were not genuine and were instead more recently fabricated items.

96. Based on REA's guarantees, Shanus is entitled to a refund of all sums paid for these items.

97. Shanus has been damaged by REA's breach of the terms and conditions of sale in an amount to be determined at trial, but believed to be in excess of \$140,000, with interest thereon.

**WHEREFORE**, Plaintiff demands judgment against the defendants as follows:

a. On the First Count, awarding damages as against defendant Lifson in an amount to be determined at trial, but believed to be in excess of \$222,783.45, and punitive damages in the amount of at least \$222,783.45, the exact amount to be determined at trial, with interest thereon;

b. On the Second Count, awarding damages as against defendants Lifson and REA in an amount to be determined at trial, but believed to be in excess of \$250,000.00, and punitive damages in the amount of at least \$250,000.00, with the exact amount to be determined at trial, with interest thereon;

c. On the Third Count, awarding damages as against defendant REA in an amount to be determined at trial, but believed to be in excess of \$140,000.00;

d. As against all defendants for the costs, including reasonable attorneys fees, and disbursements of this action; and

e. For such other and further relief as it deems just and proper.

Dated: New York, New York  
April 1, 2011

**ROSENFELD & KAPLAN, LLP**

By: 

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