

STATE OF MICHIGAN  
6<sup>TH</sup> JUDICIAL DISTRICT  
JUDICIAL CIRCUIT  
COUNTY PROBATE

SUMMONS AND COMPLAINT

OAKLAND COUNTY 08-096952-CZ



Court Address: 1200 N TELEGRAPH, PONTIAC, MI 48341

JUDGE NANJI J. GRANT

BEST, ALBERT, et al. v. PARK WEST GAL

Plaintiff name(s), address(es) and telephone no(s).

ALBERT BEST, VIVIAN BEST, SHARON DAY, JULIAN HOWARD, DEBORAH AUSTIN, CHERYL CRIST, HEIDI RICE; MICHAEL A. VALLILLA, MARIA VALLILLA, AND MARTHA SZOSTAK, SHARON DAY AND JULIAN HOWARD

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Plaintiff attorney, bar no., address, and telephone no.

Donald L. Payton (P27388)  
Kaufman, Payton & Chapa  
30833 Northwestern Highway, Suite 200  
Farmington Hills, MI 48334  
(248) 626-5000/Fax (248) 626-2843

Defendant name(s), address(es), and telephone no(s).

PARK WEST GALLERIES, INC., ALBERT SCAGLIONE, AND MORRIS SHAPIRO  
c/o Resident Agent Albert Scaglione  
29469 Northwestern Highway  
Southfield, MI 48034

and

ROYAL CARRIBEAN CRUISES, LTD.  
ATTENTION: Leg I Department  
1050 Caribbean aWay  
Miami, FL 33132

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan, you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <b>DEC 23 2008</b>	This summons expires <b>MAY 24 2009</b>	Court clerk <b>RUTH JOHNSON</b>
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\* This summons is invalid unless served on or before its expiration date.

**COMPLAINT** *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**VENUE**

Plaintiff(s) residence (include city, township, or village) Farmington Hills, MI	Defendant(s) residence (include city, township, or village) Southfield, MI
Place where action arose or business conducted: Southfield, MI	

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

December 23, 2008  
Date

Signature of attorney/plaintiff  
Frank A. Misuraca (P55643)

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ALBERT BEST, VIVIAN BEST, SHARON DAY,  
JULIAN HOWARD, DEBORAH AUSTIN,  
CHERYL CRIST, HEIDI RICE, MICHAEL A. VALLILLO,  
MARIA VALLILLO AND MARTHA SZOSTAK,

OAKLAND  
COUNTY

08-096952-CZ



JUDGE NANJI J. GRANT  
BEST,ALBERT v PARK WEST GAL

*Plaintiffs,*

Case No. 08  
Hon.

CZ

v

PARK WEST GALLERIES, INC., ALBERT SCAGLIONE,  
MORRIS SHAPIRO, AND ROYAL CARRIBEAN CRUISES LTD.,

*Defendants.*

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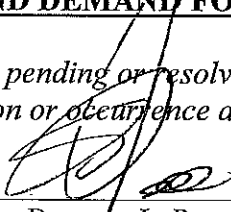
DONALD L. PAYTON (P27388)  
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**PLAINTIFFS' COMPLAINT**  
**AND DEMAND FOR JURY TRIAL**

*There is no other pending or resolved civil action arising out of the  
transaction or occurrence alleged in the Complaint.*

  
\_\_\_\_\_  
DONALD L. PAYTON (P27388)  
*Attorney for Plaintiff*

**PLAINTIFFS' COMPLAINT**  
**AND DEMAND FOR JURY TRIAL**

NOW COME Plaintiffs, **ALBERT BEST, VIVIAN BEST, SHARON DAY, JULIAN HOWARD, DEBORAH AUSTIN, CHERYL CRIST, HEIDI RICE, MICHAEL A. VALLILLO, MARIA VALLILLO, AND MARTHA SZOSTAK**, by and through their attorneys, KAUFMAN, PAYTON & CHAPA, and for their Complaint against the Defendants state:

**COMMON ALLEGATIONS**

1. Plaintiffs **ALBERT BEST** and **VIVIAN BEST** are currently residents of City of Farmington Hills, County of Oakland, State of Michigan.
2. Plaintiffs **SHARON DAY** and **JULIAN HOWARD** are currently residents of the City of London, in the United Kingdom.
3. Plaintiff **DEBORAH AUSTIN** is currently a resident of the City of Lomita, State of California.
4. Plaintiff **CHERYL CRIST** is currently a resident of the City of Long Beach, State of California.
5. Plaintiff **HEIDI RICE** is currently a resident of the City of Van Nuys, State of California.
6. Plaintiffs **MICHAEL A. VALLILLO** and **MARIA VALLILLO**, are currently residents of the City of Parsippany, State of New Jersey.
7. Plaintiff **MARTHA SZOSTAK** is currently a resident of the City of Bargersville, State of Indiana.

8. Defendant **PARK WEST GALLERIES, INC.** is a for-profit corporation, doing business in the City of Southfield, County of Oakland, State of Michigan as a fine arts dealer, which bills itself as the largest independently owned art gallery in the world, with some 1.2 million clients.
9. Defendant **PARK WEST GALLERIES, INC.** is engaged in the promotion, display and sale of artwork in Southfield, Michigan, and Defendant **PARK WEST GALLERIES, INC.** also has a significant presence in the “at-sea” art auction market, with a presence aboard over eighty cruise ships from eight cruise lines.
10. Defendant **PARK WEST GALLERIES, INC.** claims on its website (<http://www.parkwestgallery.com>) that “Park West® has NEVER sold a work of art that is not authentic in it’s nearly 40 year history!” and that “The Park West® Certificate of Authenticity GUARANTEES the artwork is absolutely genuine.”
11. Defendant **ALBERT SCAGLIONE** is a resident of the State of Michigan, and is actively engaged in business in the City of Southfield, County of Oakland, State of Michigan.
12. Defendant **ALBERT SCAGLIONE** is the owner of Defendant **PARK WEST GALLERIES, INC.**
13. Defendant **MORRIS SHAPIRO** is a resident of the State of Michigan, and is actively engaged in business in the City of Southfield, County of Oakland, State of Michigan.
14. Defendant **MORRIS SHAPIRO** is the “gallery director” for Defendant **PARK WEST GALLERIES, INC.**

15. Defendant **ROYAL CARRIBEAN CRUISES, LTD.** is a foreign corporation that is actively engaged in soliciting, selling, and conducting business in the County of Oakland, State of Michigan.
16. That this Honorable Court has personal jurisdiction over all parties to this litigation.
17. That this Court has jurisdiction over the subject matter of this controversy and more than \$25,000.00 is involved exclusive of interest and costs.

**I. ALBERT BEST and VIVIAN BEST**

18. That on January 21, 1973, Plaintiffs **ALBERT BEST AND VIVIAN BEST** purchased from Defendants **PARK WEST GALLERIES, INC.** and **ALBERT SCAGLIONE** two pieces of artwork in the City of Southfield, County of Oakland, State of Michigan.
19. That these were purchased as an investment and were told it would increase in value over time.
20. That these two prints were represented to these Plaintiffs by Defendants as Marc Chagall lithographs, and both included "Certificates of Authenticity" signed by Albert Scaglione confirming said representation.
21. The Certificates of Authenticity state that the two pieces were entitled "Before the Mirror" and "Man in House."
22. That Plaintiffs are not sophisticated art buyers, and relied on the representations made to them by Defendants
23. That these two pieces of artwork were in actuality not Chagall lithographs, but were in fact merely images removed from an art magazine. Further, the actual titles of the

respective prints were changed by Defendants so as to make it impossible to verify authenticity.

24. That the picture frames housing the artwork concealed the fact that the images were not consistent with the claims made in the Certificates of Authenticity signed by Defendant **ALBERT SCAGLIONE**.
25. That these Plaintiffs, who were not sophisticated art buyers, relied on the representations of Defendants as to the quality, nature and condition of the artwork, and that these Plaintiffs had no reasonable reason to believe that what they had purchased was not authentic.
26. That in April 2008, having kept the artwork preserved so it could be sold, if necessary (for the anticipated and promised increase in value of Chagall lithographs), or in the alternative passed on to one or more family members as an inheritance, Plaintiffs removed the "artwork" from the Park West Gallery picture frames to ascertain the condition of the artwork for appraisal evaluation and ultimate sale.
27. That upon removing these pieces from their respective picture frames, Plaintiffs discovered text from a French magazine verso (or on the reverse) of the pieces, a defect or condition that a person possessing even a minimum knowledge of art would know would not be present on an authentic Chagall lithograph; and that, in addition, the images were merely photographs and not original lithographic artwork as represented.
28. That Plaintiffs attempted, as a result of the foregoing, to learn more about these works but Defendants had misrepresented and/or changed the titles of the pieces making it impossible for Plaintiffs to locate exemplar images. Plaintiffs were only able to find

art gallery sale listings on the Internet where "Before the Mirror" and "Man in House" were identified and being offered for sale, merely as "illustrations," not as lithographs.

29. That Plaintiffs then determined that the "art" they had been sold was and is now essentially worthless.
30. Had these two pieces of "art" been genuine Chagall lithographs, as the Certificate of Authenticity stated, their value would have been in the tens of thousands of dollars each.
31. However, Defendants sold these Plaintiffs art which was essentially worth nothing.
32. That despite Plaintiffs' request, Defendant **PARK WEST GALLERIES, INC.** has refused to compensate these Plaintiffs for the value of the artwork that original Chagall lithographs – which Defendants represented to Plaintiffs that they were buying – that they would be able to obtain at current auction.
33. As a result, these Plaintiffs assert the causes of action discussed below against Defendants **PARK WEST GALLERIES, INC.** and **ALBERT SCAGLIONE**.

## **II. PLAINTIFFS SHARON DAY AND JULIAN HOWARD**

34. That Plaintiffs **SHARON DAY** and **JULIAN HOWARD** sailed on Defendant **ROYAL CARRIBEAN CRUISES, LTD.**'s cruise ship, by the name of Adventure of the Seas, on December 30, 2007.
35. That during the cruise, these Plaintiffs purchased several pieces of artwork that were offered for sale on the ship.
36. That artwork was sold aboard the cruise ship, at auctions conducted by employees of Defendant **PARK WEST GALLERIES, INC.**, which owned the artwork and has an

arrangement with Defendant **ROYAL CARRIBEAN CRUISES, LTD.** to sell artwork to cruise passengers during their voyages.

37. The artwork purchased onboard included a number of pieces allegedly signed by the artist Salvador Dali, from a series of woodcuts called, "The Divine Comedy".
38. Approximately a week after disembarking the cruise ship, Defendant **MORRIS SHAPIRO**, an employee of Defendant **PARK WEST GALLERIES, INC.**, contacted Plaintiffs, and offered to sell them a complete unframed set of Salvador Dali's "The Divine Comedy" series from Defendant **PARK WEST GALLERIES, INC.**'s collection.
39. That over the course of some time, Defendant **MORRIS SHAPIRO** had numerous discussions over telephone and/or e-mail about the sale of said artwork with Plaintiff **JULIAN HOWARD**.
40. That throughout those conversations, Defendant **MORRIS SHAPIRO** made representations to Plaintiff **HOWARD** that said artwork was extremely rare, and that it was in pristine condition from having been locked in the vault of Defendant **PARK WEST GALLERIES, INC.** located in Southfield, Michigan for decades.
41. That Defendant **MORRIS SHAPIRO** also made explicit representations as to the value and authenticity of the artwork, which Defendant **SHAPIRO** promised were supported and guaranteed by appraisals and Certificates of Authenticity.
42. To complete the transaction for the sale of the complete unframed set of Salvador Dali's "The Divine Comedy" series, Defendants **MORRIS SHAPIRO** and **PARK WEST GALLERIES, INC.** instructed these Plaintiffs to deposit the sum of

\$422,601.50 into the bank account of **ROYAL CARRIBEAN CRUISES, LTD.**, which Plaintiffs did in March 2008.

43. Defendants **PARK WEST GALLERIES, INC.** and **ROYAL CARRIBEAN CRUISES, LTD.** then split the money between them in a manner consistent with their prior agreements.
44. That all relevant parts of the sale of the complete unframed set of Salvador Dali's "The Divine Comedy" were not conducted or initiated on the above-referenced cruise ship, and were not related to these Plaintiffs' cruise experience, even though Defendant **ROYAL CARRIBEAN CRUISES, LTD.** profited from the transaction.
45. That the complete unframed set of Salvador Dali's "The Divine Comedy" was shipped via Federal Express from Defendant **PARK WEST GALLERIES, INC.**'s principal place of business, located in the City of Southfield, County of Oakland, State of Michigan, to an art storage warehouse located in New Jersey, pursuant to Plaintiff's instructions.
46. That "The Divine Comedy" series that Plaintiffs purchased contained "Certificates of Authenticity" from Defendant **PARK WEST GALLERIES, INC.**, signed by Defendant **MORRIS SHAPIRO**, at all times representing that the artwork contained the original signatures of the artist Salvador Dali.
47. That Defendants **PARK WEST GALLERIES, INC.** also provided Plaintiffs with an appraisal, indicating that the value of the artwork they had purchased was \$510,000.
48. That Plaintiffs are not sophisticated art buyers, and they relied on the verbal and written representations made to them by Defendants **PARK WEST GALLERIES, INC.** and **MORRIS SHAPIRO**.

49. That some time later, Plaintiffs approached Defendant **PARK WEST GALLERIES, INC.** about the possibility of re-selling the artwork back to Defendant, but that request was denied.
50. That this raised questions in Plaintiffs' minds as to the authenticity and value of the artwork they had purchased from Defendant **PARK WEST GALLERIES, INC.**
51. That on Monday, December 8, 2009, Plaintiffs had "The Divine Comedy" series they purchased from Defendant **PARK WEST GALLERIES, INC.** inspected and appraised by fine art experts.
52. The complete inspection process was memorialized and enshrined in a documentary, parts of which can be viewed at the following website links: (1) <http://www.farwebtv.com/file/88-divine-comedy-divine-tragedy-or-divine-farce-the-great-park-west-dali-half-million-dollar-swindle-part-i.html>; and (2) <http://www.farwebtv.com/file/89-divine-comedy-divine-tragedy-or-divine-farce-the-great-park-west-dali-half-million-dollar-swindle-part-ii.html>.<sup>1</sup>
53. As is evidenced by the documentary, all of the experts determined that the signatures on the artwork were not, in fact, original Salvador Dali signatures, as represented by Defendant **MORRIS SHAPIRO** and **PARK WEST GALLERIES, INC.** in telephone conversations, e-mail correspondences, the Certificates of Authenticity, and the appraisals.
54. In fact, these signatures were unanimously identified by the experts as forged and faked Salvador Dali signatures.
55. These experts also concluded on the documentary that "The Divine Comedy" series purchased by Plaintiffs is worthless.

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<sup>1</sup> Also see: <http://www.salvadoralifakes.com/articles/park-west-gallery-dali-swindle.php>.

56. That upon further inspection, it was revealed that much of the artwork purchased from Defendants was damaged, contrary to the assertions made by Defendant **MORRIS SHAPIRO** to Plaintiff **JULIAN HOWARD** that the artwork was in pristine condition.
57. Additionally, the examination revealed that The Divine Comedy woodcuts are from disparate collections which were combined together, and not from a single complete set, directly controverting representations made to Plaintiffs by Defendants **PARK WEST GALLERIES, INC.** and **MORRIS SHAPIRO**.
58. To add insult to injury, an examination of the Invoice for the sale of the artwork revealed additional fraud, and misrepresentations.
59. While the sale of the artwork was completed on land, well after the cruise had ended, the Park West Gallery invoice was improperly and intentionally fabricated and manufactured to give the impression that the sale of The Divine Comedy set was sold at a 'live' Park West Gallery Auction on a cruise ship.
60. In fact, the invoice reflects that this alleged auction occurred on a cruise ship that Plaintiffs had never been on, and on a date they never sailed.
61. The Defendants' "manufacture" and "fabrication" of the Park West Gallery invoice is of paramount importance to this case because Defendants knew that they then could take further advantage of Plaintiffs by then tacking on \$67,000 as a buyer's premium which only applies to art auctions (a typically only to those auctions where the artwork is now owned by the Defendants as the case is here), and not to private sales as actually occurred between Plaintiffs and Defendants.

62. All Defendants have been approached several times about providing Plaintiffs with a full refund for the fraudulent artwork they were sold, but Defendants have rebuffed Plaintiff's attempts to obtain the refund they are justifiably entitled to.
63. As a result, these Plaintiffs assert the causes of action discussed below against Defendants **PARK WEST GALLERIES, INC., ALBERT SCAGLIONE, MORRIS SHAPIRO** and **ROYAL CARRIBEAN CRUISES, LTD.**

### III. PLAINTIFF DEBORAH AUSTIN

64. That from June to October 2007, Plaintiff **DEBORAH AUSTIN** worked as a registered Nurse on the "Wonder" cruise ship owned by Disney Cruise Lines.
65. Upon information and belief Defendant **PARK WEST GALLERIES, INC.** and Disney Cruise Lines have an agreement allowing Defendant **PARK WEST GALLERIES, INC.** to sell artwork to cruise passengers on their voyages, and both Defendants make money from such sales.
66. That while on board, Plaintiff purchased a print entitled the "Baptism of Christ" for the sum of \$7,000, from Defendant **PARK WEST GALLERIES, INC.**
67. That the artwork purchased by Plaintiff was shipped from Defendant **PARK WEST GALLERIES, INC.**'s store located in the City of Southfield, County of Oakland, State of Michigan to Plaintiff's residence in Lomita, California.
68. That Plaintiff was given an appraisal of the artwork by Defendant **PARK WEST GALLERIES, INC.** which stated that the artwork was worth in excess of \$11,000.00.

69. That the artwork also included a "Certificate of Authenticity" from Defendant **PARK WEST GALLERIES, INC.** stating that the piece was an original signed lithograph from the artist Salvador Dali.
70. The Certificates of Authenticity was signed by either Defendant **ALBERT SGALIONE** or **MORRIS SHAPIRO**.
71. That Plaintiff is not a sophisticated art buyer, and she relied on the representations made to her by Defendants
72. Upon inspection by art experts in early 2008, Plaintiff learned that the artwork sold to her by Defendants was not, in fact, an original signed Salvador Dali lithograph.
73. Therefore, the artwork was rendered essentially worthless.
74. That Plaintiff contacted Defendant **PARK WEST GALLERIES, INC.** for a refund of her purchase, but Defendant has not provided a refund.
75. As a result Plaintiff asserts the causes of action discussed below against Defendant **PARK WEST GALLERIES, INC., ALBERT SCAGLIONE** and **MORRIS SHAPIRO**.

#### **IV. PLAINTIFF CHERYL CRIST**

76. That Plaintiff **CHERYL CRIST** purchased three lithographs from Defendant **PARK WEST GALLERIES, INC.** at Defendant's store located in the City of Southfield, County of Oakland, State of Michigan.
77. That on December 11, 1998, Plaintiff purchased a piece called "Men who Devour Themselves".
78. That on December 12, 1998, Plaintiff purchased two pieces called "The Fallen Angel" and "Ghost of Christ".

79. At the time of each sale, Plaintiff was given an appraisal from Defendant **PARK WEST GALLERIES, INC.** attesting to the value of the pieces.
80. Plaintiff was also given "Certificates of Authenticity", signed by Defendant **ALBERT SCAGLIONE**, which promised that the three lithographs were originals, which were signed by the artist Salvador Dali.
81. After purchasing the "artwork", Plaintiff paid to insure them for \$15,100.00, the value commensurate with the appraisal price given by Defendant **PARK WEST GALLERIES, INC.**
82. That Plaintiff is not a sophisticated art buyer, and she relied on the representations made to her by Defendants.
83. That in 2008, the artwork was re-insured for \$19,199.00, based on the representation made by Defendant **PARK WEST GALLERIES, INC.** that the artwork Plaintiff purchased would consistently increase in value every year.
84. That in July, 2008, Plaintiff contacted Defendant **PARK WEST GALLERIES, INC.** regarding the proper method of shipping her Dali lithographs from her home (at the time in Rochester Hills, Michigan), to her new residence in Long Beach, CA.
85. That during the conversation, Plaintiff also asked if Defendant **PARK WEST GALLERIES, INC.** would purchase back the artwork from her, as most reputable art galleries would do upon receiving such a request, but Plaintiff was rebuffed.
86. This raised questions in Plaintiff's mind as to the artworks' authenticity, leading Plaintiff to perform an investigation into the art which had been sold to her by Defendant **PARK WEST GALLERIES, INC.**

87. That in August 2008, Plaintiff submitted the artwork to art experts who concluded that the artwork was not authentic.
88. Therefore, said artwork was worthless.
89. Plaintiff contacted Defendants **PARK WEST GALLERIES, INC.** and Defendant **MORRIS SHAPIRO** who refused to offer a refund for the artwork.
90. That instead, Defendant **PARK WEST GALLERIES, INC.** and Defendant **MORRIS SHAPIRO** made two haphazard attempts to prove the provenance of the artwork purchased from them by Plaintiff, by providing her with irrelevant documentation pertaining to Salvador Dali's "Sacra Biblia" series, even though Plaintiff's lithographs were actually from the "Divine Comedy" series.
91. As a result, Plaintiff asserts the causes of action discussed below against Defendants **PARK WEST GALLERIES, INC., ALBERT SCAGLIONE** and **MORRIS SHAPIRO**.

#### V. PLAINTIFF HEIDI RICE

92. That Plaintiff **HEIDI RICE** purchased multiple pieces of artwork from Defendant **PARK WEST GALLERIES, INC.**
93. Plaintiff was sold two "lithographs" allegedly done and/or signed by artist "Tomaz Rut."
94. These lithographs were sent directly from Defendant **PARK WEST GALLERIES, INC.**'s Southfield, Michigan based business to Plaintiff Rice.
95. The Rut pieces' alleged authenticity was supported by a signed Certificate of Authenticity from Defendant **PARK WEST GALLERIES, INC.**, which was signed by either Defendant **SCAGLIONE** or **SHAPIRO**.

96. That Plaintiff is not a sophisticated art buyer, and she relied on the representations made to her by Defendants
97. Subsequent inspection revealed that these Lithographs had not been signed by Tomaz Rut, rendering the “artwork” essentially worthless.
98. Plaintiff HEIDI RICE also purchased 28 other pieces of artwork from Defendant **PARK WEST GALLERIES, INC.**, which was shipped by this Defendant from its Southfield, Michigan based business to Plaintiff.
99. Defendant **PARK WEST GALLERIES, INC.** provided its own appraisal value for each of these 28 pieces of artwork.
100. At the times of purchase, Defendant **PARK WEST GALLERIES, INC.** represented to Plaintiff that these pieces were a great investment, and Defendant’s employee guaranteed that the value of the artwork would continue to rise, over and above the appraisal price.
101. Plaintiff relied on the representations of value for this artwork, and the promise that the price it would fetch would continue to grow, as made by Defendant.
102. Subsequent inspection revealed that the appraisals were grossly, and intentionally inflated, and that said artwork was worth significantly less than Defendant **PARK WEST GALLERIES, INC.** had represented it to be worth.
103. In addition to the receipt of artwork which Defendant **PARK WEST GALLERIES, INC.** had misrepresented as to nature and value, Plaintiff sustained losses by purchasing insurance, and costly framing for said artwork.
104. To add insult to injury, Plaintiff **HEIDI RICE** was awarded the above-referenced artwork as a substantial part of her divorce settlement, and the court used the

appraisal reports from Defendant **PARK WEST GALLERIES, INC.** to factor in the value of the artwork for Plaintiff's portion of the divorce settlement.

105. Plaintiff was also forced to file for bankruptcy in 2008 upon discovery that her artwork could not be resold based on the value that Defendant **PARK WEST GALLERIES, INC.** had represented to her.
106. Defendant **PARK WEST GALLERIES, INC.** has refused to provide Plaintiff Heidi Rice with a refund for fraudulent and/or grossly over-appraised artwork she purchased.
107. As a result, Plaintiff asserts the causes of action discussed below against Defendants **PARK WEST GALLERIES, INC., ALBERT SCAGLIONE** and **MORRIS SHAPIRO.**

#### **VI. PLAINTIFFS MICHAEL A. VALLILLO AND MARIA VALLILLO**

108. That in April 19, 2003, Plaintiffs **MICHAEL A. VALLILLO** and **MARIA VALLILLO** sailed on a Royal Caribbean cruise ship by the name of Navigator of the Seas.
109. On that cruise, Defendant **PARK WEST GALLERIES, INC.** was conducting art auctions, which Plaintiffs attended.
110. Plaintiffs were told by an employee of Defendant **PARK WEST GALLERIES, INC.** who was conducting the auction that the art being sold was an investment which would only increase in value.
111. Plaintiffs were promised by this employee that the art purchased could be resold for at least the value indicated in the appraisal provided by Defendant **PARK WEST GALLERIES, INC.**

112. Plaintiffs were also promised that the Certificates of Authenticity guaranteed that the art was what Defendant **PARK WEST GALLERIES, INC.** purported it to be.
113. That Plaintiffs are not sophisticated art buyers, and they relied on the representations made to them by Defendant **PARK WEST GALLERIES, INC.**, both written and verbal.
114. As a result, Plaintiffs purchased three pieces of artwork for the sum of \$18,557, which included the price of the artwork, a buyers premium, price for the appraisal, and shipping and handling fees.
115. Among the artwork Plaintiffs purchased were: (1) "Alla Va Eso" by Goya; (2) "Entombment" by Durer; and (3) "Angel Departing" by Rembrandt.
116. The artwork was later mailed from Defendant **PARK WEST GALLERIES, INC.**'s principal place of business located in Southfield, Michigan, to Plaintiffs' residence.
117. That on August 15, 2004, Plaintiffs sailed on the Royal Caribbean cruise ship by the name of Nordic Empress.
118. On that cruise, Defendant **PARK WEST GALLERIES, INC.** was conducting art auctions, which Plaintiffs attended.
119. The same representations as to the art's investment potential, as well as guarantees as to price, quality, and the nature of the artwork were made to Plaintiffs by employees of Defendant **PARK WEST GALLERIES, INC.**
120. Again, appraisals and Certificates of Authenticity were provided to Plaintiffs by Defendant **PARK WEST GALLERIES, INC.**
121. Plaintiffs purchased seven pieces of artwork from Defendant **PARK WEST GALLERIES, INC.** on that cruise, totaling \$23,971.11.

122. Among the artwork purchased by Plaintiffs were: (1) "St. George Slaying the Dragon" by Salvador Dali; (2) "Ballroom" by Bloom; (3) Animation Art of Marolyn Monroe and Bettie Boop; (4) "Christ and the Woman of Samari" by Rembrandt; (5) "Liberty" by Farkas; (6) "Raising of Lazarus" by Rembrandt; and (7) "Minuet" by Bloom.
123. The art was sent from Southfield, Michigan, to Plaintiffs' residence.
124. That in 2005, Plaintiffs attended an auction run by Defendant **PARK WEST GALLERIES, INC.** at the Hilton Hotel in Parsippany, New Jersey
125. The same representations as to the art's investment potential, as well as guarantees as to price, quality, and the nature of the artwork were made to Plaintiffs by employees of Defendant **PARK WEST GALLERIES, INC.**, as had been made on the cruises.
126. Appraisals and Certificates of Authenticity were also provided to Plaintiffs by Defendant **PARK WEST GALLERIES, INC.**
127. At that auction, Plaintiffs purchased three pieces of artwork, for a total of \$4,438.16, according to the invoice given to Plaintiffs from **PARK WEST GALLERIES, INC.**
128. Among the artwork purchased by Plaintiffs were: (1) "Artist's Mother" by Rembrandt; (2) "Card Player" by Rembrandt; and (3) "Inferno 32" by Salvador Dali.
129. The artwork was shipped by Defendant **PARK WEST GALLERIES, INC.** from Southfield, Michigan, to Plaintiffs' residence.
130. On July 16, 2006, Plaintiff sailed on a Royal Caribbean cruise ship by the name of Freedom.
131. Defendant **PARK WEST GALLERIES, INC.** was conducting art auctions on the ship, which Plaintiffs attended.

132. The same representations as to the art's investment potential, as well as guarantees as to price, quality, and the nature of the artwork were made to Plaintiffs by employees of Defendant **PARK WEST GALLERIES, INC.**
133. Appraisals and Certificates of Authenticity were also provided to Plaintiffs by Defendant **PARK WEST GALLERIES, INC.**
134. That on this voyage, Plaintiff purchased from Defendant **PARK WEST GALLERIES, INC.** nine pieces of artwork, for \$53,305.75.
135. Among the artwork purchased by Plaintiffs were: (1) "Bust of a Man Wearing a Hat" by Rembrandt; (2) "Landscape with a Cow Drinking" by Rembrandt; (3) "Self Portrait" by Rembrandt; (4) "The Golf Player" by Rembrandt; (5) "Crucifixion" by Rembrandt; (6) "Brushing 101" which was animation art; (7) "Divine Comedy, Purgatory # 8" by Salvador Dali; (8) "Divine Comedy, Paradise 21" by Salvador Dali; and (9) "Do Not Lose Honor Through Fear" by Goya.
136. The artwork was shipped by Defendant **PARK WEST GALLERIES, INC.** from Southfield, Michigan, to Plaintiffs' residence.
137. In totality, Plaintiffs paid a total of approximately \$100,300 for artwork from Defendant **PARK WEST GALLERIES, INC.**
138. All the artwork included Certificates of authenticity signed by Defendant **ALBERT SCAGLIONE** and/or **MORRIS SHAPIRO.**
139. The original appraisal values from the artwork, added together, totaled \$141,980, while a recent updated appraisal sent from Defendant **PARK WEST GALLERIES, INC.** to Plaintiffs totaled \$188,235.

140. In 2008, Plaintiffs approached Defendant **PARK WEST GALLERIES, INC.** about the possibility of Defendant buying back some of the artwork that Plaintiffs had purchased.
141. Defendant **PARK WEST GALLERIES, INC.** refused to repurchase any of the artwork, which raised questions in Plaintiffs' minds as to the authenticity, quality, and value of the artwork which they had purchased.
142. As a result, Plaintiffs conducted research into Defendants' activities, and the artwork they had purchased.
143. As a result of their inquiries, Plaintiffs located numerous news and media reports about allegedly fraudulent artwork sold by Defendant **PARK WEST GALLERIES, INC.** to other customers on cruise ships.
144. Some of these shocking articles appeared in revered publications such as the New York Times.<sup>2</sup>
145. Further, subsequent investigations by art experts revealed that Defendant **PARK WEST GALLERIES, INC.** had sold Plaintiffs artwork which wasn't what Defendant **PARK WEST GALLERIES, INC.** had purported it to be in their oral representations, and the Certificates of Authenticity.
146. For example, Plaintiffs had purchased a number of lithographs from Defendant **PARK WEST GALLERIES, INC.** which this Defendant claimed was signed by the hand of Salvador Dali, but investigation revealed that these Dali signatures were fraudulent.

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<sup>2</sup> See, Art Auctions on Cruise Ships Lead to Anger, Accusations and Lawsuits, [http://www.nytimes.com/2008/07/16/arts/design/16cru.html?\\_r=1](http://www.nytimes.com/2008/07/16/arts/design/16cru.html?_r=1)

147. Additionally, Plaintiffs purchased artwork that was represented as original lithographs, but were determined to have really been digital prints which are nothing more than glorified posters.
148. Therefore, much of the artwork purchased by Plaintiffs is worthless.
149. Further, all of the artwork was worth far less than the value indicated by Defendant **PARK WEST GALLERIES, INC.**'s employees, and the appraisal values provided by Defendant **PARK WEST GALLERIES, INC.**
150. Defendant **PARK WEST GALLERIES, INC.** has refused to provide Plaintiffs with a refund, even for the purchase price, which according to Defendant **PARK WEST GALLERIES, INC.**'s updated appraisal, is less than \$88,000 of the actual present day value.
151. As a result Plaintiffs assert the causes of action discussed below against Defendant **PARK WEST GALLERIES, INC., ALBERT SCAGLIONE** and **MORRIS SHAPIRO**.

#### **VII. PLAINTIFF MARTHA SZOSTAK**

152. That on February 4<sup>th</sup> and 5<sup>th</sup>, 2005, Plaintiff **MARTHA SZOSTAK** sailed on The Carnival Legend Cruise ship.
153. On that cruise, Defendant **PARK WEST GALLERIES, INC.** was conducting art auctions, which Plaintiff attended.
154. Plaintiff was told by an employee of Defendant **PARK WEST GALLERIES, INC.** who was conducting the auction that the art being sold was an investment which would only increase in value.

155. Plaintiff was promised by this employee that the art purchased could be resold for at least the value indicated in the appraisal, which would be provided for most of the artwork Defendant **PARK WEST GALLERIES, INC.** was selling.
156. Plaintiff was also promised that Certificates of Authenticity guaranteed that the art was what Defendant **PARK WEST GALLERIES, INC.** purported it to be.
157. The Certificates of Authenticity given to Plaintiff was signed by Defendant **ALBERT SCAGLIONE**.
158. That Plaintiff is not a sophisticated art buyer, and she relied on the representations made to her by Defendant **PARK WEST GALLERIES, INC.**, and Defendant **ALBERT SCAGLIONE**, both written and verbal.
159. As a result, Plaintiffs purchased eight pieces of artwork for the sum of \$31,239.02, which included the price of the artwork, a buyer's premium, price for the appraisal, and shipping, handling, and framing fees.
160. Among the artwork Plaintiff purchased were: (1) "Divine Comedy, Inferno 32" by Salvador Dali; (2) "Divine Comedy, Purgatory 8" by Salvador Dali; (3) "Divine Comedy, Paradise 8" by Salvador Dali; (4) "Christ and the Woman of Samaria" by Rembrandt; (5) "The Raising of Lazarus" by Rembrandt; (6) "Glittering Gems" by Benfield; (7) "Danielle's Blues" by Bellet; and (8) "Perfuro" by Rut.
161. At least some of the artwork was later mailed from Defendant **PARK WEST GALLERIES, INC.**'s principal place of business located in Southfield, Michigan, to Plaintiffs' residence.
162. That on January 7, 2007, Plaintiff sailed on the Royal Caribbean Monarch of the Seas cruise ship.

163. On that cruise, Defendant **PARK WEST GALLERIES, INC.** was also conducting art auctions, which Plaintiff attended.
164. The same representations as to the art's investment potential, as well as guarantees as to price, quality, and the nature of the artwork were made to Plaintiffs by employees of Defendant **PARK WEST GALLERIES, INC.**
165. Appraisals for most of the pieces, and Certificates of Authenticity for all of the pieces of artwork under consideration by Plaintiffs were also provided by Defendant **PARK WEST GALLERIES, INC.**, and signed by Defendant, **ALBERT SCAGLIONE.**
166. The appraisals and Certificates of Authenticity were all signed by Defendant **ALBERT SCAGLIONE.**
167. As a result of these oral and written representations, Plaintiffs purchased thirteen pieces of artwork for the sum of \$18,026.10, which included the price of the artwork, a buyer's premium, price for the appraisal, framing fees, and shipping, handling and framing fees.
168. Among the artwork Plaintiff purchased were: (1) "The Golf Player" by Rembrandt; (2) "Bust of a Man Wearing a High Cap" by Rembrandt; (3) "Landscape with a Cow Drinking" by Rembrandt; (4) "Self-Portrait Drawing at a Window" by Rembrandt; (5) "The Artist's Mother with Her Hand" by Rembrandt; (6) "The Card Player" by Rembrandt; (7) "Hilltop View" by Brodinsky; (8) "Morning Calm" by Brodinsky; (9) "Going Home" by Brodinsky; (10) "Eiffel View" by Steynovitz; (11) "Paris Window" by Steynovitz; (12) "The Cellist" by Steynovitz; and (13) "Friends to Confide In" by Tarkay.

169. At least some of the artwork was shipped by Defendant **PARK WEST GALLERIES, INC.** from Southfield, Michigan, to Plaintiffs' residence.
170. All of the Appraisals and Certificates of Authenticity for the artwork purchased on both cruises by Plaintiff have a Michigan Park West Gallery seal.
171. Plaintiffs were given appraisals for 14 of 21 pieces of art they purchased on the cruises, and Certificates of Authenticity for all of the pieces that were purchased from Defendant **PARK WEST GALLERIES, INC.**; and all such documentation was signed by Defendant **ALBERT SCAGLIONE**.
172. That among the representations made to Plaintiff (both verbal, and in the Certificates of Authenticity) prior to purchasing artwork was that the Salvador Dali lithographs were signed by the hand of the artist, and that the Rembrandt pieces were created by the artist himself who signed the plates.
173. Subsequent investigations by art experts revealed that Defendant **PARK WEST GALLERIES, INC.** had sold Plaintiffs artwork which wasn't what Defendant **PARK WEST GALLERIES, INC.** had purported it to be in their oral representations, and the Certificates of Authenticity.
174. For example, Plaintiffs had purchased a number of lithographs from Defendant **PARK WEST GALLERIES, INC.** which this Defendant claimed was signed by the hand of Salvador Dali, but investigation revealed that these Dali signatures were fraudulent.
175. Another example is the Rembrandt etchings which were determined to not have been signed or authorized by Rembrandt himself, and instead are merely contemporary re-strikes (reprinted from copper plates that have been reworked and steel faced).

176. Additionally, Plaintiffs purchased artwork that was represented as original lithographs, but were determined to have really been digital prints which were nothing more than glorified posters.
177. Therefore, much of the artwork purchased by Plaintiffs is worthless.
178. Additionally, all of the artwork was worth far less than the value indicated by Defendant **PARK WEST GALLERIES, INC.**'s employees, and the appraisal values provided by Defendant **PARK WEST GALLERIES, INC.**
179. Plaintiff **MARTHA SZOSTAK** has repeatedly demanded a refund for the purchase price of the artwork, but Defendant **PARK WEST GALLERIES, INC.** has refused.
180. As a result Plaintiff asserts the causes of action discussed below against Defendant **PARK WEST GALLERIES, INC.**, and **ALBERT SCAGLIONE**.

**COUNT I- VIOLATION OF MICHIGAN'S WARRANTY IN FINE ARTS STATUTE**

181. Plaintiffs hereby incorporate by reference all preceding paragraphs.
182. Pursuant to MCLA §442.332(a), "When an art merchant, in selling or exchanging a work of fine art, furnishes to a buyer of such work who is not an art merchant, a written instrument which, in describing the work, identifies it with any author or authorship, the description shall be presumed to be part of the basis of the bargain and shall create an express warranty of the authenticity of the authorship as of the date of the sale or exchange. The warranty shall not be negated or limited because the art merchant in the written instrument did not use formal words such as "warrant" or "guarantee" or because he did not have a specific intention or authorization to make a warranty or because any statement relevant to authorship is, or purports to be, or is capable of being merely the art merchant's opinion."

183. MCLA §442.332(b) further explains that: A written instrument delivered pursuant to a sale which took place in this state which, in describing the work, states, for example: (i) That the work is by a named author or has a named authorship, without any other limiting words, means, unequivocally, that the work is by the named author or has the named authorship.
184. MCLA §442.324(3) provides that: “An art merchant whose warranty of authenticity of authorship was made in good faith shall not be liable for damages beyond the return of the purchase price which he received.”
185. That a buyer of fine art may recover the purchase price, plus consequential damages, if the merchant makes such a warranty in bad faith. See *Lawson v London Arts Group* (1983, CA6 Mich) 708 F2d 226, 36 UCCRS 561.
186. The sale of artwork by Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs), and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST, and MARTHA SZOSTAK**), which was not consistent with the Certificates of Authenticity is in clear violation of MCLA §442.332(a).
187. Defendant **ROYAL CARRIBEAN CRUISES, LTD.**'s complicity and participation in the Michigan-based sale of such grossly misrepresented artwork to Plaintiffs **SHARON DAY** and **JULIAN HOWARD** also violates MCLA §442.332(a).
188. That the Defendants' warranties as to the quality, nature and condition of the artwork made to the above-referenced Plaintiffs were in bad faith.

189. That pursuant to MCLA §600.5833, "In actions for damages based on breach of warranty of quality or fitness the claim accrues at the time the breach of the warranty is discovered or reasonably should be discovered."
190. The law is clear that when an uneducated art buyer relies on the assurances of a trained art merchant as to artwork's authenticity, the statute of limitations for breach of warranty does not begin to run until the art buyer has real reason to believe that the art they purchased was fake.
191. Defendants' (as indicated in paragraph 180 and 181) concealment of the true nature of the artwork, and Defendants written and verbal representations to Plaintiffs (as indicated in paragraph 180) or complicity in such representations (as indicated in paragraph 181), made it unreasonable for Plaintiffs to discover the breach of the warranty until recently.
192. Therefore, all Plaintiffs only discovered the violation of Michigan's Warranty in Fine Arts Statute within the applicable Statute of Limitations.
193. All Plaintiffs are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.
194. Additionally, Plaintiffs are entitled to consequential damages from Defendants.

WHEREFORE, all Plaintiffs pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in bringing this action.

COUNT II- FRAUD

195. Plaintiffs hereby incorporate by reference all preceding paragraphs.
196. Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs) and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST, and MARTHA SZOSTAK**), made material representations to Plaintiffs (as previously indicated) as to the quality, nature, and value of the artwork which was sold.
197. These material representations were false.
198. Defendant **ROYAL CARRIBEAN CRUISES, LTD.** was knowingly complicit in allowing these false material representations to be made to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**.
199. All Defendants knew that these material representations were false, or made these representations (and/or were complicit in them being made) recklessly, without any knowledge of its truth and as a positive assertion.
200. Defendants made these material representations (and/or were complicit in them being made) with the intent that Plaintiffs would act on them, namely, so that Plaintiffs would purchase said artwork.
201. Plaintiffs acted in reliance upon Defendants' (as more specifically indicated in paragraphs 190 and 192) material representations and purchased said art.
202. As a direct result, Plaintiffs suffered injuries including lost monies, and other damages.

203. Pursuant to MCLA §600.5833, "In actions for damages based on breach of warranty of quality or fitness the claim accrues at the time the breach of the warranty is discovered or reasonably should be discovered."
204. The actions of Defendants in selling and/or being complicit in the sale to Plaintiffs of fraudulent artwork constitute a violation of the breach of warranty of quality or fitness.
205. Defendants concealed or participated in the concealment of their fraud by making representations to Plaintiffs (or by failing to alert Plaintiffs to fraudulent misrepresentations), who relied on the assertions of Defendants, by concealing defects behind picture frames, and by issuing inflated appraisals and false certificates of authenticity of said artwork.
206. Therefore, all Plaintiffs only discovered the fraud perpetrated against them by Defendants within the applicable Statute of Limitations.
207. All Plaintiff are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.
208. Additionally, Plaintiffs are entitled to consequential, exemplary as well as any other allowable damages from Defendants pursuant to Michigan law.

WHEREFORE, Plaintiffs herein pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in brining this action.

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**COUNT III- VIOLATION OF THE MI CONSUMER PROTECTION ACT**

209. Plaintiffs hereby incorporate by reference all preceding paragraphs.

210. Pursuant to MCL 445.903, Sec. 3. (1), Unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce are unlawful and include: (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have...(e) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another...(n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction...(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer...(z) Charging the consumer a price that is grossly in excess of the price at which similar property or services are sold...(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

211. Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs) and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST, MARTHA SZOSTAK**) have violated numerous provisions of the Michigan Consumer Protection Act by selling Plaintiffs fraudulent artwork, and/or artwork at a greatly inflated price.

212. Defendant **ROYAL CARRIBEAN CRUISES, LTD.** has also violated the Michigan Consumer Protection act during their participation in the Michigan-based sale of fraudulent goods to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**.

213. Pursuant to MCL 445.911, Sec. 11(2) Except in a class action, a person who suffers loss as a result of a violation of this act may bring an action to recover actual damages or \$250.00, whichever is greater, together with reasonable attorneys' fees...[and] (4) On motion of a person and without bond in an action brought under subsection (3) the court may make an appropriate order: to reimburse persons who have suffered damages; to carry out a transaction in accordance with the aggrieved persons' reasonable expectations; to strike or limit the application of unconscionable clauses of contracts to avoid an unconscionable result; or to grant other appropriate relief.

214. Pursuant to the Michigan Consumer Protection Act, all Plaintiff are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.

215. Additionally, Plaintiffs are entitled to consequential damages as well as attorney fees.

WHEREFORE, Plaintiffs herein pray for a judgment in her favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in brining this action.

#### **COUNT IV- BREACH OF CONTRACT**

216. Plaintiffs hereby incorporate by reference all preceding paragraphs.

217. The Certificates of Authenticity provided to Plaintiffs by Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all

- Plaintiffs) and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST**, **VIVIAN BEST** and **MARTHA SZOSTAK**), constituted a binding contract that the artwork was what Defendant purported it to be.
218. Defendant **ROYAL CARRIBEAN CRUISES, LTD.** participated in and benefitted from the sale of artwork, of which the Certificate of Authenticity formed part of the foundation of the sale; thereby making **ROYAL CARRIBEAN CRUISES, LTD** liable for any misrepresentations in the Certificate of Authenticity provided to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**.
219. Defendants (as more specifically described in paragraphs 211 and 212) breached this contract by selling Plaintiffs (as more specifically described in paragraphs 211 and 212) artwork which was not consistent with the representations made in the Certificates of Authenticity.
220. Additionally, the appraisal values of the artwork provided by Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs), and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST** and **VIVIAN BEST**), combined with oral representations by Defendants (as further described in the Common Allegations) to Plaintiffs that the artwork was worth the appraisal value or higher, induced Plaintiffs to purchase the artwork, and thereby constituted an essential part of the bargain; the violation of which constituted a breach of contract.
221. Defendant **ROYAL CARRIBEAN CRUISES, LTD.**'s was complicit in providing, and standing by the oral and written representations as to the value of the artwork

which was made to Plaintiffs **SHARON DAY** and **JULIAN HOWARD** during the on-land sale of artwork.

222. Therefore, all Plaintiff are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.

223. Additionally, Plaintiffs are entitled to all other damages allowable under Michigan law.

WHEREFORE, Plaintiffs herein pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in brining this action.

**CONT V- VIOLATION OF THE MICHIGAN ART MULTIPLES SALES ACT, MCLA**  
**442.351**

224. Plaintiffs hereby incorporate by reference all preceding paragraphs

225. Pursuant to MCLA §442.352(3), sellers of artwork are required to provide certain information about artwork they have sold prior to payment or delivery, or the purchaser is entitled to a refund.

226. Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs) and **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST, and MARTHA SZOSTAK**) failed to provide Plaintiffs with the required information prior to the sale, justifying a complete refund for all purchases of artwork from these Defendants.

227. Additionally, Defendant **ROYAL CARRIBEAN CRUISES, LTD.**'s complicity and participation in the Michigan-based sale of artwork to Plaintiffs **SHARON DAY** and

**JULIAN HOWARD** also makes them responsible for providing the required information pursuant to MCLA §442.352(3), which this Defendant failed to do.

228. Further, failure to provide at all or to give false information subjects the dealer to a 12 percent interest penalty on top of a refund, pursuant to MCLA §442.362.
229. Defendants (as specified in paragraphs 220 and 221) have either refused to provide the required information about the artwork at issue in this case, and/or have provided false information to Plaintiffs
230. Therefore, in addition to a refund in the purchase price, Plaintiffs are entitled to a 12 percent interest penalty from Defendants (as specified in paragraphs 220 and 221), because Defendants have either refused to provide the required information, and/or have provided false information to Plaintiffs.

WHEREFORE, Plaintiff herein prays for a judgment in their favor and against Defendant, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in bringing this action.

#### **COUNT VI- NEGLIGENT MISREPRESENTATION**

231. Plaintiffs hereby incorporate by reference all preceding paragraphs
232. Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs), **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST** and **MARTHA SZOSTAK**), and **ROYAL CARRIBEAN CRUISES, LTD.** (as to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**) had a legal duty to accurately represent artwork that was sold to Plaintiffs, and to refrain from making false verbal and oral representations to Plaintiffs as to the quality, nature, and price of the artwork Defendants sold.

233. Plaintiffs relied on the verbal and written representations of Defendants, which caused them to purchase said artwork.
234. Defendants breached these duties to Plaintiffs by selling artwork that was not what had been represented.
235. Defendants knew or should have known that their representations were false, or that they were benefitting from a business partner making false representation, and that Plaintiffs would act in reliance on them.
236. Plaintiffs justifiably and detrimentally relied on the information provided by Defendants.
237. Further, Defendants concealed their material misrepresentations made to Plaintiffs, and/or participated in the concealment of these misrepresentations.
238. Plaintiffs had no reason to know about these misrepresentations, and in fact did not discover these misrepresentations until a time that falls within the applicable statute of limitations.
239. Plaintiffs thereby suffered damages as a result of Defendants' (as specified in paragraph 226) representations.
240. Therefore, all Plaintiffs are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.
241. Additionally, Plaintiffs are entitled to all other damages allowable under Michigan law.

WHEREFORE, Plaintiffs pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in bringing this action.

**COUNT VII- CONSPIRACY**

242. Plaintiffs hereby incorporate by reference all preceding paragraphs.
243. Upon information and belief, Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs), **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST** and **MARTHA SZOSTAK**), and **ROYAL CARRIBEAN CRUISES, LTD.** (as to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**) had an agreement to sell Plaintiffs fraudulent artwork, and/or artwork at a knowingly excessive price.
244. To accomplish this purpose, Defendants made fraudulent verbal and written representations to Plaintiffs, or participated in the making of those representations.
245. Defendants knew that their conduct was wrongful, and that Plaintiffs would be damaged as a result.
246. Plaintiffs were damaged as a result of Defendants' (as specified in paragraph 237) conspiracy.
247. Therefore, all Plaintiff are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.
248. Additionally, Plaintiffs are entitled to all other damages allowable under Michigan law.

WHEREFORE, Plaintiffs herein pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in bringing this action.

**COUNT VIII- UNJUST ENRICHMENT**

249. Plaintiffs hereby incorporate by reference all preceding paragraphs
250. Defendants **PARK WEST GALLERIES, INC.** (as to all Plaintiffs), **ALBERT SCAGLIONE** (as to all Plaintiffs), **MORRIS SHAPIRO** (as to all Plaintiffs except **ALBERT BEST, VIVIAN BEST** and **MARTHA SZOSTAK**), and **ROYAL CARRIBEAN CRUISES, LTD.** (as to Plaintiffs **SHARON DAY** and **JULIAN HOWARD**) have made excessive amounts of money by selling Plaintiffs artwork which was not what Defendants purported it to be, and/or by selling Plaintiffs artwork at an excessively inflated price.
251. Plaintiffs relied on the representations and supposed expertise of Defendants, and were damaged as a result.
252. It is inappropriate and unlawful for Defendants to be allowed to benefit, and be enriched by such conduct.
253. Therefore, all Plaintiff are entitled to a refund of the prices they paid for the artwork, or the value of the artwork had the artwork been what the Certificate of Authenticity signed by Defendants claimed the artwork to be, whichever is greater.
254. Additionally, Plaintiffs are entitled to all other damages allowable under Michigan law.

WHEREFORE, Plaintiffs herein, pray for a judgment in their favor and against Defendants, in excess of \$25,000.00, together with court costs and attorney fees so wrongfully sustained in bringing this action.

**COUNT IX- INJUNCTIVE RELIEF**

255. Plaintiffs hereby incorporate by reference all preceding paragraphs
256. All Defendants have been involved in the sale of Salvador Dali lithographs, which they allege to have been signed by the hand of the artist himself.
257. Upon information and belief, Defendant **PARK WEST GALLERIES, INC.** has made millions of dollars from the sale of this specific type of "artwork."
258. Co-Defendants in this matter have also greatly benefitted from the sale of said "signed Dali lithographs."
259. Nonetheless, the world's foremost experts have determined that many of these lithographs have not been signed by Salvador Dali, and are in fact forgeries.
260. Defendants continue to represent these lithographs as having original signatures, both verbally and in writing, to the tune of massive amount of money.
261. Plaintiffs who have purchased these "Salvador Dali" pieces from Defendants that contain fraudulent signatures have been harmed, and the public at large, including many Michigan residents, are at risk by allowing these Defendants to continue to profit from the sale of this these pieces.
262. Therefore, Plaintiffs request that this Honorable Court issue an injunction preventing Defendants from selling, or profiting from the sale of allegedly signed Salvador Dali lithographs until a time to be determined appropriate by this Honorable Court.

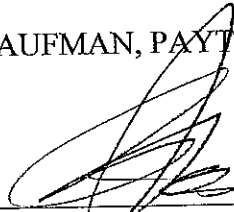
263. Similarly, Plaintiffs ask for this Honorable Court to prevent Defendants from re-selling any of the fraudulent artwork they have sold to Plaintiffs, should Defendants ever acquire this artwork through a settlement, or an eventual judgment.

**DEMAND FOR JURY TRIAL**

NOW COMES Plaintiffs, by and through their attorneys, KAUFMAN, PAYTON & CHAPA, and herby demand a trial by jury.

Respectfully submitted,

KAUFMAN, PAYTON & CHAPA



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