

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
HERB WEISS,

Index No.:
Date filed:

Plaintiff,

SUMMONS

-against-

BECKETT AUCTIONS LLC d/b/a GOODWIN & CO.,

Defendants.

-----X

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the attorneys for the plaintiff within 20 days after the service of this summons, exclusive of the days of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint. Nassau County is designated as the place of trial pursuant to CPLR §503.

Dated: Lake Success, New York
June 4, 2018

HARFENIST KRAUT & PERLSTEIN LLP
Attorneys for Plaintiff
3000 Marcus Avenue, Suite 2E1
Lake Success, New York 11042
(516) 355-9600

By: *Sl Steven J. Harfenist*
Steven J. Harfenist

TO: Beckett Auctions LLC d/b/a Goodwin & Co.
4635 McEwen Road
Dallas, Texas 75244
Attention: Officer, Managing or General Agent

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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HERB WEISS,

Plaintiff,

Index No.:

-against-

COMPLAINT

BECKETT AUCTIONS LLC d/b/a GOODWIN & CO.,

Defendant.

-----X

Plaintiff, Herb Weiss, (“Weiss”) by and through his attorneys, Harfenist Kraut & Perlstein LLP, as and for his complaint against the defendant, Beckett Auctions LLC d/b/a Goodwin & Co., (“Beckett”) allege as follows:

INTRODUCTION

1. This is an action to recover damages incurred by Weiss as a result of the conversion of vintage baseball memorabilia by Beckett. Weiss provided valuable collectibles from his museum to Bill Goodwin, an agent of Beckett, in exchange for a promise that Beckett would sell the memorabilia at public auction and provide Weiss with the proceeds of sale. Beckett has failed and refused to pay Weiss for the collectibles provided, despite the representations made by Bill Goodwin and has also refused to return the collectibles, or pay Weiss the proceeds from their sale.

PARTIES, VENUE AND JURISDICTION

2. Weiss is a natural person having an address for the transaction of business in the County of Nassau.

3. Upon information and belief, Beckett is a foreign limited liability company organized and existing pursuant to the laws of the State of Texas and maintaining a principal office for the transaction of business at 4635 McEwen Road, Dallas, Texas 75244.

4. Upon information and belief, Beckett has substantial business contacts in the State of New York.

5. This court has jurisdiction over Beckett pursuant to CPLR 302(a)(3) because upon information and belief, Beckett regularly conduct business within the State of New York and derives substantial revenue from interstate commerce.

6. Pursuant to CPLR §503, venue is proper in this Court because plaintiff maintains an office for the transaction of business in the County of Nassau.

FACTS COMMON TO ALL CAUSES OF ACTION

7. Beckett is an online auction company specializing in valuation and sale of vintage sports collectibles.

8. Weiss is a collector of sports memorabilia and owns and operates a private museum on his estate in Monticello, New York.

A. Weiss is Introduced to Bill Goodwin

9. In early 2016, Weiss became very ill and decided to begin liquidating some of his collectibles for the benefit of his children and grandchildren.

10. To that end, Weiss contacted his longtime friend, Spencer Lader, (“Spencer”) and asked if Spencer could recommend a broker to sell some of Weiss’s sports memorabilia.

11. Spencer recommended Bill Goodwin, an agent of Beckett, with whom Spencer had done business in the past.

12. In the summer of 2016, Bill Goodwin (“Goodwin”) and Spencer drove to Weiss’s museum in Monticello, New York.

13. During their meeting, Goodwin and Weiss entered into an oral agreement whereby Weiss agreed to provide Beckett’s agent, Goodwin, with the following items from Weiss’s museum: (i) a Joe DiMaggio uniform; (ii) a Jackie Robinson signed baseball; (iii) a Babe Ruth signed baseball; (iv) a 1927 team baseball signed by the New York Yankees; (v) a baseball signed by both Lou Gehrig and Babe Ruth; and (vi) an extremely valuable 1937 All Star American League team signed bat from the league’s 1937 trip to visit Japan (collectively the “Memorabilia”).

14. Weiss agreed to give Goodwin the Memorabilia for Beckett to sell on consignment.

15. Weiss asked Goodwin for a written consignment agreement with Beckett memorializing the terms of their agreement relating to the sale of the Memorabilia.

16. Eager to take possession of the valuable Memorabilia, Goodwin represented that he would send Weiss a written agreement once Goodwin returned to his home office in St. Louis and assured Weiss that Beckett would honor their oral consignment agreement.

17. Despite Weiss’s repeated requests for a written consignment agreement for the Memorabilia, Beckett failed and refused to provide a written agreement.

d. Weiss’s Demands for Payment or, Alternatively, Return of the Memorabilia

18. Upon information and belief, Beckett never placed the Memorabilia into any public auctions.

19. Weiss made numerous demands personally, and through his friend, Spencer, that Goodwin and/or Beckett return the Memorabilia, but Goodwin and/or Beckett have refused.

20. Upon information and belief, the Memorabilia has a fair market value to be determined at trial, but in no event less than Five Hundred Sixty Thousand (\$560,000) Dollars.

**AS AND FOR A FIRST CAUSE OF ACTION
(Conversion)**

21. Plaintiff repeats and re-alleges the foregoing paragraphs as if more fully set forth at length herein.

22. Weiss has a clear and undisputed right to the Memorabilia as it is his personal property.

23. Notwithstanding Goodwin's representation that the Memorabilia would be sold at public auction, Goodwin and Beckett have exercised domination and control over the Memorabilia, in derogation of Weiss's rights, when Goodwin and Beckett either sold the Memorabilia without accounting to Weiss for its sale, or alternatively, retained the Memorabilia for Goodwin and Beckett's personal benefit.

24. Based on the foregoing, Beckett and Goodwin are guilty of conversion.

25. As a result of the foregoing, Goodwin and Beckett, in refusing to deliver the Memorabilia to Weiss, or in the alternative purchasing the Memorabilia from Weiss for good and valuable consideration, notwithstanding having been informed actually and constructively that the Memorabilia is the property of Weiss, are guilty of malice, wantonness and oppression in willful disregard of Weiss's rights.

26. By reason of the foregoing, Weiss has been damaged in an amount to be determined at trial, but no less than Five Hundred Sixty Thousand (\$560,000) Dollars.

WHEREFORE, plaintiff, Herb Weiss, respectfully requests judgment be entered against the defendant, Beckett Auctions LLC d/b/a Goodwin & Co., as follows:

- (a) on the first cause of action against Goodwin & Co. for conversion in an amount to be determined at trial, but no less than Five Hundred Sixty Thousand (\$560,000) Dollars;
- (b) costs and disbursements of this action; and
- (c) for such other and further relief as the Court deems just, proper and equitable under the prevailing circumstances.

Dated: June 4, 2018
Lake Success, New York

HARFENIST KRAUT & PERLSTEIN
Attorneys for Plaintiffs

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