

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

VICTORIA FOYT JAGLOM, as Trustee of the JAGLOM FAMILY 2012 ART TRUST, as Trustee of the SABRINA MARIE FOYT JAGLOM 2011 TRUST, as Trustee of the SIMON ORSON FOYT JAGLOM 2011 TRUST, and as Trustee of the VICTORIA FOYT JAGLOM FAMILY TRUST,
Plaintiff,
-against-
MICHAEL JAGLOM,
Defendant.
COMPLAINT
FOR PARTITION
Index No.

VICTORIA FOYT JAGLOM, as Trustee of the JAGLOM FAMILY 2012 ART TRUST, as Trustee of the SABRINA MARIE FOYT JAGLOM 2011 TRUST, as Trustee of the SIMON ORSON FOYT JAGLOM 2011 TRUST, and as Trustee of the VICTORIA FOYT JAGLOM FAMILY TRUST, by Gordon Gordon & Schnapp, P.C., her attorneys herein, as and for her complaint sets forth the following:

- 1. Plaintiff Victoria Foyt Jaglom ("Victoria") is and at all times pertinent hereto has been a resident and domiciliary of the State of California, residing at 1187 Coast Village Road, Suite 1, PMB 532, Montecito, California 93108.
2. The JAGLOM FAMILY 2012 ART TRUST ("the 2012 Art Trust") was duly created by Trust Agreement dated and entered July 5, 2012, by and between Victoria, as Settlor, and Victoria, as Trustee.
3. At all times from the date the 2012 Art Trust was created through and including the date of this Complaint, Victoria has been and remains the sole Trustee of the 2012 Art Trust.

4. The SABRINA MARIE FOYT JAGLOM 2011 TRUST (“the Sabrina Trust”) was duly created by Trust Agreement dated and entered October 26, 2012, by and between Henry D. Jaglom, as Settlor, and Victoria, as Trustee.

5. At all times from the date the Sabrina Trust was created through and including the date of this Complaint, Victoria has been and remains the sole Trustee of the Sabrina Trust.

6. The SIMON ORSON FOYT JAGLOM 2011 TRUST (“the Simon Orson Trust”) was duly created by Trust Agreement dated and entered October 26, 2012, by and between Henry D. Jaglom, as Settlor, and Victoria, as Trustee.

7. At all times from the date the Simon Orson Trust was created through and including the date of this Complaint, Victoria has been and remains the sole Trustee of the Simon Orson Trust.

8. The VICTORIA FOYT JAGLOM FAMILY TRUST (“the Victoria Trust”) was duly created by Trust Agreement dated and entered June 30, 2004, and as later amended, by and between Victoria, as Settlor, and Victoria, as Trustee.

9. At all times from the date the Victoria Trust was created through and including the date of this Complaint, Victoria has been and remains the sole Trustee of the Victoria Trust.

10. Defendant Michael Jaglom is and at all times pertinent hereto has been a resident and domiciliary of the City, County and State of New York. Michael maintains a residence at 101 West 67th Street, No. 52 G-H, New York, New York 10023.

11. Upon information and belief, at all times pertinent hereto, Michael Jaglom was and is the owner of an undivided one half interest in and to the following twenty-five (25) works of art:

a) Edgar Degas, *Deux Danseuses*;

- b) Pablo Picasso, *Rafael Nogueras et une amie a Els Quatre Gats Barcelone*;
- c) Marc Chagall, *Vitebsk le Samovar*;
- d) Paul Gauguin, *Pommes, cruche et verre Irise*;
- e) Vincent Van Gogh, *Le Chaumiere*;
- f) Childe Hassam, *At the Piano*;
- g) Camille Pissarro, *Hiver a Monfoucault, homme a cheval*;
- h) Marc Chagall, *Famille Champetre*;
- i) Marc Chagall, *Village Russe*;
- j) Edgar Degas, *Femme a la toilette*;
- k) Berthe Morisot, *Jeune Fille en mentelet*;
- l) Pablo Picasso, *Nature morte au cruche*;
- m) Pierre-Auguste Renoir, *Paysage avec figure*;
- n) Pierre-Auguste Renoir, *Femme en Bleu dans un paysage*;
- o) Pierre-Auguste Renoir, *Trois Femmes dans un paysage*;
- p) Georges Rouault, *Porte de ville oriental*;
- q) Edouard Vuillard, *Femme au Chapeau de Paille*;
- r) Jean-Louis Forain, *Backstage*;
- s) Mane Katz, *Flowers*;
- t) Max Liebermann, *Two Ladies*;
- u) Jules Pascin, *Le modele assis*;
- v) Louis Valtat, *Au Café*;
- w) Pierre-Auguste Renoir, *Girl in Profile*;

- x) Pierre-Auguste Renoir, *Portrait of a Child (Coco)*;
- y) Max Liebermann, *Babies and Nurses in the Tiergarten*.

12. The twenty-five works of art listed in paragraph 11 hereinabove are referred to herein collectively as “the Artworks.”

13. At all times pertinent hereto, the 2012 Art Trust was and is the owner of a 36% undivided interest in and to seven (7) of the Artworks as follows:

- a) Edgar Degas, *Deux Danseuses*;
- b) Pablo Picasso, *Rafael Nogueras et une amie a Els Quatre Gats Barcelone*;
- c) Marc Chagall, *Vitebsk le Samovar*;
- d) Paul Gauguin, *Pommes, cruche et verre Irise*;
- e) Vincent Van Gogh, *Le Chaumiere*;
- f) Childe Hassam, *At the Piano*;
- g) Camille Pissarro, *Hiver a Monfoucault, homme a cheval*.

14. At all times pertinent hereto, the Sabrina Trust was and is the owner of an undivided 7% interest in and to seven (7) of the Artworks as follows:

- a) Edgar Degas, *Deux Danseuses*;
- b) Pablo Picasso, *Rafael Nogueras et une amie a Els Quatre Gats Barcelone*;
- c) Marc Chagall, *Vitebsk le Samovar*;
- d) Paul Gauguin, *Pommes, cruche et verre Irise*;
- e) Vincent Van Gogh, *Le Chaumiere*;
- f) Childe Hassam, *At the Piano*;
- g) Camille Pissarro, *Hiver a Monfoucault, homme a cheval*.

15. At all times pertinent hereto, the Simon Orson Trust was and is the owner of an undivided 7% interest in and to seven (7) of the Artworks as follows:

- a) Edgar Degas, *Deux Danseuses*;
- b) Pablo Picasso, *Rafael Nogueras et une amie a Els Quatre Gats Barcelone*;
- c) Marc Chagall, *Vitebsk le Samovar*;
- d) Paul Gauguin, *Pommes, cruche et verre Irise*;
- e) Vincent Van Gogh, *Le Chaumiere*;
- f) Childe Hassam, *At the Piano*;
- g) Camille Pissarro, *Hiver a Monfoucault, homme a cheval*.

16. At all times pertinent hereto, the 2012 Art Trust was and is the owner of an undivided one half interest in and to seventeen (17) of the Artworks as follows:

- a) Marc Chagall, *Famille Champetre*;
- b) Marc Chagall, *Village Russe*;
- c) Edgar Degas, *Femme a la toilette*;
- d) Berthe Morisot, *Jeune Fille en mantelet*;
- e) Pablo Picasso, *Nature morte au cruche*;
- f) Pierre-Auguste Renoir, *Paysage avec figure*;
- g) Pierre-Auguste Renoir, *Femme en Bleu dans un paysage*;
- h) Pierre-Auguste Renoir, *Trois Femmes dans un paysage*;
- i) Georges Rouault, *Porte de ville oriental*;
- j) Edouard Vuillard, *Femme au Chapeau de Paille*;
- k) Jean-Louis Forain, *Backstage*;

- l) Mane Katz, *Flowers*;
- m) Max Liebermann, *Two Ladies*;
- n) Jules Pascin, *Le modele assis*;
- o) Louis Valtat, *Au Café*;
- p) Pierre-Auguste Renoir, *Girl in Profile*;
- q) Pierre-Auguste Renoir, *Portrait of a Child (Coco)*.

17. At all times pertinent hereto, the Victoria Trust was and is the owner of an undivided one half interest in and to one of the Artworks, to wit, Max Liebermann, *Babies and Nurses in the Tiergarten*.

18. Prior to the events at issue in this action, the ownership interests in the Artworks that currently are held by the plaintiff Trusts and by defendant Michael Jaglom, as recited above, all were wholly owned by one Simon Jaglom.

19. Simon Jaglom was the father of defendant Michael Jaglom and was the father of Henry D. Jaglom. Henry D. Jaglom was the husband of Victoria from on or about October 20, 1991 to on or about March 3, 2013.

20. During the course of his life, Simon Jaglom made gifts of ten of the Artworks to his sons, Michael Jaglom and Henry D. Jaglom, as equal tenants in common.

21. Upon the death of Simon Jaglom in December, 1992, Michael Jaglom and Henry D. Jaglom inherited the remaining 15 of the Artworks that had not previously been gifted to them, as equal tenants in common, under the terms of the Will of Simon Jaglom.

22. At various time since the death of Simon Jaglom, Henry D. Jaglom conveyed any and all of the ownership interests that he held in any of the Artworks either to one or more of the

plaintiff Trusts or to Victoria.

23. At various times since the death of Simon Jaglom, Victoria conveyed any and all of the ownership interests in the Artworks that had been conveyed to her by Henry D. Jaglom to one or more of the plaintiff Trusts.

24. As a result of the conveyances referred to in paragraphs 18 through 23 above of this Complaint, the only persons or entities who hold any ownership interests in or to any of the Artworks are the plaintiff Trusts and defendant Michael Jaglom.

25. In or about January, 1994, defendant Michael Jaglom, in his capacity as executor of the will of Simon Jaglom and in his capacity as co-owner of the ten artworks that previously had been the subject of gifts to him and his brother Henry D. Jaglom, consigned all of the Artworks to the custody of Sotheby's in the City, County and State of New York.

26. Upon information and belief, at the time defendant Michael Jaglom consigned the Artworks to the custody of Sotheby's, he promised Sotheby's that the Artworks would be sold at auction, and that Sotheby's would be designated to conduct the auction of the Artworks.

27. Upon information and belief, in reliance upon Michael Jaglom's promises as described in paragraph 26 above of this Complaint, Sotheby's agreed to store the Artworks without charge to the owners thereof and to maintain insurance coverage on the Artworks under Sotheby's fine art insurance policy or policies without charge to the owners of the Artworks.

28. On or about August 24, 2015, Sotheby's informed Victoria, in her capacity as Trustee of each of the plaintiff Trusts, and informed Michael Jaglom, that unless the Artworks were consigned for sale by no later than March 1, 2016, Sotheby's would transfer custody of the Artworks to a third party storage facility, which would charge for its services and which would

require the owners of the Artworks to pay the cost of maintaining insurance coverage on them.

29. On a number of instances since August 24, 2015, Victoria and/or Victoria's authorized representatives informed Michael Jaglom that Victoria, in her capacity as Trustee of the plaintiff Trusts, wished to sell all of the Artworks at auction and to do so promptly.

30. At all times on and after August 24, 2015, Michael Jaglom has failed and refused and continues to fail and refuse to agree to sell the Artworks at auction.

31. On a number of instances since August 24, 2015, Victoria and/or Victoria's authorized representatives informed Michael Jaglom that in the event Michael Jaglom did not wish to sell all of the Artworks at auction, Victoria, in her capacity as Trustee of the plaintiff Trusts, would entertain a proposal by Michael Jaglom to establish a mechanism whereby Michael Jaglom could purchase the plaintiff Trusts' interests in the Artworks at prices that reflected their current value.

32. At all times on and after August 24, 2015, Michael Jaglom has failed and refused and continues to fail and refuse to propose a mechanism whereby Michael Jaglom could purchase the plaintiff Trusts' interests in the Artworks at prices that reflected their current value.

33. Partition of the Artworks is in the best interests of the parties, in that the Artworks currently are generating no income for the benefit of any of the parties, including the plaintiff Trusts whose ultimate beneficiaries include the children of Victoria and Henry D. Jaglom, in that the market for the Artworks is unpredictable such that the market value of the Artworks may decrease, and in that the parties soon will be faced with significant costs for storing and maintaining the artworks and maintaining appropriate insurance coverage on the Artworks.

34. Partition by sale of all of the Artworks is more equitable than division in kind of the

Artworks in that partition of the individual Artworks is impossible, and any valuation of the Artworks in anticipation of a dividing them up among the parties, other than an actual sale of the Artworks, is inherently subjective and may result in one or more of the parties receiving less than his or its equitable share of the Artworks.

35. Upon information and belief, in consideration of Michael Jaglom's promises to Sotheby's in 1994, as described in paragraph 26 above of this Complaint, that the Artworks would be sold at an auction to be conducted by Sotheby's, Sotheby's agreed that it would not charge a seller's commission in connection with any such auction sale.

36. Upon information and belief, Sotheby's agreement, as set forth in paragraph 35 above of this Complaint, to conduct an auction sale of the Artworks without charging a seller's commission, remains binding and enforceable, and/or will be honored by Sotheby's in the event the Artworks are sold at auction by Sotheby's within the reasonably near future.

37. Accordingly, partition of the Artworks by auction sale to be conducted by Sotheby's is more equitable than any other method of partitioning the Artworks.

38. Plaintiff brings this action for partition for the common benefit of the parties, to preserve and secure for each of them his or its respective interests and rights in and to the Artworks, and plaintiff has incurred, and will continue to incur costs of partition, including reasonable attorneys' fees, for the common benefit of the parties.

WHEREFORE Plaintiff Victoria Foyt Jaglom, as Trustee of the JAGLOM FAMILY 2012 ART TRUST, as Trustee of the SABRINA MARIE FOYT JAGLOM 2011 TRUST, as Trustee of the SIMON ORSON FOYT JAGLOM 2011 TRUST, and as Trustee of the VICTORIA FOYT JAGLOM FAMILY TRUST, requests Judgment against defendant Michael

Jaglom,

A). Directing that the Artworks identified in paragraph 11 above of this Complaint, be partitioned by selling them at auction to be conducted by Sotheby's or at such other auction facility as plaintiff may reasonably determine offers the most favorable terms for conducting such an auction;

B) Granting to Plaintiff the costs of partition, including her reasonable attorneys' fees in this action, such costs to be paid out of the proceeds of any sales of the Artworks;

C) Granting such other relief to plaintiff and against the defendant as shall appear just and proper to the Court, including the costs and disbursements of this action.

Dated: New York, New York
February 2, 2017

GORDON, GORDON & SCHNAPP. P.C.

By:



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