

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

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THE ART COLLECTION INC.,

Plaintiff,

Index No.

SUMMONS

Plaintiff designates New York
County as the place of trial

DAVID BENRIMON, DAVID BENRIMON
FINE ART, LLC, EZRA CHOWAIKI, and
JOHN DOE, DEFENDANTS 1-10

The basis of venue is Plaintiff's
residence in New York County

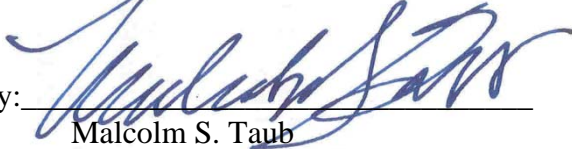
Defendants.

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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 Plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York), and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
August 15, 2018

DAVIDOFF HUTCHER & CITRON LLP

By: 

Malcolm S. Taub
605 Third Avenue 34th Floor
New York, New York 10158
(212) 557-7200
Attorneys for Plaintiff

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

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THE ART COLLECTION INC.,

Index No.

Plaintiff,

- against -

COMPLAINT

DAVID BENRIMON, DAVID BENRIMON
FINE ART, LLC, EZRA CHOWAIKI, and
JOHN DOE, DEFENDANTS 1-10

Defendants.

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Plaintiff, Art Collection Inc. (“Art Collection” or “Plaintiff”) by and through its undersigned attorneys, Davidoff Hutcher & Citron LLC (“DHC”), for its Complaint against Defendants David Benrimon, David Benrimon Fine Art, LLC, Ezra Chowaiki and John Doe Defendants 1-10, states the following, on knowledge as to itself and upon information and belief and belief as to all matters, which are likely to have evidentiary support after a reasonable opportunity to discover:

NATURE OF THE ACTION

1. This case arises out of one of the most massive art-fraud scandals to rock the art world in recent memory Plaintiff is a gallery and is the owner of important artworks that it consigned to Defendant, Ezra Chowaiki and Chowaiki Lo Fine Art Ltd.

2. On or about May 3, 2018 Ezra Chowaiki (“Chowaiki”) was charged in a one count information under 18 CR 323 with wire fraud in violation of Title 18, United States Code 1349 (“Information”).

3. Chowaiki & Co Fine Arts Ltd. (“Chowaiki & Co.”) filed for protection under Chapter 7 of the United State Bankruptcy Code.

PARTIES, JURISDICTION AND VENUES

4. Plaintiff is a corporation duly organized under laws of the State of New York. .
5. Ezra Chowaiki resides at the 44 Wrights Road, Newton, Pennsylvania 18940. Chowaiki is and was at all times hereinafter mentioned, upon information and belief, an owner of a 33.33% minority ownership interest in Chowaiki & Fine Co. Art Ltd. which operated an art gallery in Manhattan.
6. Chowaiki & Co. filed for Chapter 7 Bankruptcy relief. *See In re: Chowaiki & Co. Fine Art Ltd., (Case No. 17-1322 (Bankr.S.D.N.Y.) (M.K.V.)* Chowaiki & Co. is not named as a defendant herein as a result of such filing.
7. David Benrimon (“Benrimon”) is an individual who, upon information and belief, lives in the County, City and State of New York and operates a business in the County of New York.
8. David Benrimon Fine Art, LLC (“Benrimon Fine Art”) is a Limited Liability Company duly organized under the laws of the State of New York and does business in the City, County and State of New York. Benrimon and Benrimon Fine Art are hereinafter referred to as the “Benrimon Defendants”.
9. The court has personal jurisdiction over the Defendants under CPLR Sec. 301 and 302. The Defendants regularly conduct business and maintain offices in the State of New York and in the City and County of New York.
10. Defendants John Does 1-10 are the purchasers of artworks which were converted by Chowaiki and Chowaiki & Co.; whose identities are not yet known but which should be discovered during the course of this litigation.

11. Venue is appropriate as New York County because at least two of the Defendants do business in the County of New York.

STATEMENT OF FACTS

12. Plaintiff was and still is the owner of certain artworks as follows:

- (a) Le Compotier, by the artist Juan Gris;
- (b) Clown Moven Quatre Visages by Salvador Dali; and
- (c) A Work on Paper by Salvador Dali

13. Chowaiki and Chowaiki & Co. transferred the artwork entitled Le Compotier, by the artist Juan Gris to David Benrimon and David Benrimon Fine Art, LLC (“Benrimon Painting”).

14. The Chowaiki Defendants transferred artworks entitled Clown Moven Quatre Visages by Salvador Dali and a Work on Paper by Salvador Dali to the John Doe Defendants 1-10 (“John Doe Paintings”).

15. It is questionable as to whether or not the Defendants paid good and valuable consideration to Defendant Chowaiki or to Chowaiki & Co. for these artworks which were transferred to these Defendants.

16. Prior to the transfer of these artworks to Defendants, Plaintiff had demanded that Chowaiki and Chowaiki & Co. return the artworks to it, but Chowaiki and Chowaiki & Co. failed and refused to return such artwork.

17. The artworks were in fact converted by Chowaiki and Chowaiki & Co. from Plaintiff and/or Chowaiki and Chowaiki & Co. breached their contracts with Plaintiff.

18. David Benrimon and David Benrimon Fine Art, LLC knew or should have known that these artworks were converted and/or, at the very least, that Chowaiki or Chowaiki & Co. had no authority to transfer good title to such artworks to any purchaser.

19. In fact, prior to the time that the Benrimon Painting was transferred to the Benrimon Defendants, Plaintiff specifically told Benrimon that he owned the Benrimon Painting; that Plaintiff had demanded that Chowaiki and Chowaiki & Co. return that painting to it and that the Benrimon Defendants should not pay either Chowaiki or Chowaiki & Co. anything for such painting since they belonged to Plaintiff and not Chowaiki or Chowaiki & Co.

20. Upon information and believe David Benrimon is still in possession of the artwork and/or has sold the artwork and has received value therefrom.

21. Plaintiff has not received any monies from Chowaiki, Chowaiki & Co. or Defendants David Benrimon and David Benrimon Fine Art, LLC, and has not received a return of the Benrimon artwork.

22. As a result of the foregoing Plaintiff has been damaged and an amount well above the jurisdictional limits of this Court, as shall be determined at the trial of this matter.

23. Chowaiki and/or Chowaiki & Co. transferred the John Doe Paintings artwork to John Does 1-10.

24. John Does 1-10 knew or should have known that the artworks were converted and/or that Chowaiki or Chowaiki & Co. could not deliver good title to the paintings nor had authority to transfer them.

25. The foregoing artwork was converted by Chowaiki from Plaintiff.

26. Plaintiff has not received any money from the Defendants and has not received a return of the John Doe artworks.

27. As a result of the foregoing Plaintiff has been damaged an amount well above the jurisdictional limits of this Court and as shall be determined at the trial of this matter.

**FIRST CAUSE OF ACTION
CONVERSION**

28. Plaintiff has been the sole and exclusive owner of the artwork referred to above.

29. The artworks are specific and identifiable properties.

30. On numerous occasions Plaintiff has requested return of these artworks from Chowaiki and/or Chowaiki & Co. but has not received return of the artworks and such Chowaiki Defendants have refused to comply with these requests.

31. Plaintiff has demanded that the Benrimon Defendants return the Benrimon artwork.

32. Plaintiff was the artworks sole owner before Chowaiki and Defendants refuse to return the artworks and the artworks remain the artworks solely owned by Plaintiff.

33. Plaintiff is still unaware of the identity of the John Doe Defendants 1-10.

34. Because Defendants have been refused to return the artworks to Plaintiff despite just demand thereof, Defendants have exercised unauthorized dominion and control of the works to the exclusion of Plaintiff and Plaintiff's sole and exclusive right to possess the artworks. As a result Plaintiff has suffered damages in an amount as shall be determined at the trial of this matter.

**SECOND CAUSE OF ACTION
REPLEVIN**

35. Plaintiff has been the sole exclusive owner of the artwork since it acquired them.

36. On several occasions Plaintiff has requested the return of the artworks, but Defendants have ignored or refused to comply with these requests.

37. Plaintiff remains the owner of the artworks today and has the sole and exclusive possessory right to the artworks which is superior to anyone else, including the Defendants herein.

38. Accordingly, Plaintiff is entitled to immediate possession of the artworks.

WHEREFORE, Plaintiff respectfully requests the Court and the Judgement awarding it:

- (a) Immediate possession of the artworks; in the alternative
 - (i) judgment against the Benrimon Defendants in an amount to be determined at trial.
 - (ii) judgment against Defendants John Doe 1-10 an amount to be determined at trial.
- (b) Judgment directing that Plaintiff receive immediate possession of all the artworks;
- (c) Attorneys' fees and all costs and disbursements incurred by Plaintiff in connection with this action; and
- (d) For any other and further relief as this Court may deem just and proper.

Dated: August 15, 2018
New York, New York

DAVIDOFF HUTCHER & CITRON LLP
Attorneys for Plaintiff

By: 
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