

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

RICK D. SILVER,

Plaintiff,

-against-

ALON ZAKAIM FINE ART LIMITED,  
ALON ZAKAIM, GALERIE B. WEIL  
LIMITED, DAVID BREUER-WEIL,  
THOMAS GIBSON FINE ART LIMITED,  
and HUGH GIBSON,

Defendants.

Index No: \_\_\_\_\_

**SUMMONS WITH NOTICE**

**TO THE ABOVE NAMED DEFENDANTS:**

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorneys a notice of appearance or demand for a complaint within twenty (20) days after service of this Summons with Notice, exclusive of the day of service, or within thirty (30) days after service is complete if this Summons with Notice is not personally delivered to you within the State of New York. In case of your failure to appear or serve a demand for a complaint, judgment will be taken against you on default for the relief demanded herein.

**VENUE**

Plaintiff designates New York County as the place of trial under N.Y. C.P.L.R. § 503(a). Venue is proper in New York County because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this County.

**NOTICE**

This is an action for declaratory judgment, replevin, and conversion arising from Defendants' purported acquisition from a Manhattan art gallery (the "Manhattan Gallery") of an

artwork owned by Plaintiff, which at the time of the purported sale was located in, and then shipped from New York.

Plaintiff is a resident of the Commonwealth of Pennsylvania. Defendants are art galleries, and their individual principals, who are based in London, United Kingdom.

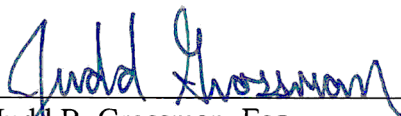
The artwork at issue is Marc Chagall, *Bouquet de giroflées*, 1973, oil on canvas, 23 7/8 x 19 3/4 inches, 60.5 x 50 centimeters, signed *Marc Chagall* lower left, signed *Chagall Marc* on the reverse (the “Work”). Plaintiff purchased the Work, and then consigned it to the Manhattan Gallery under a consignment agreement expressly prohibiting the Work from being moved from New York without Plaintiff’s prior written consent. The consignment term expired on March 29, 2016, after which time the Manhattan Gallery was required under the consignment agreement to return the Work to Plaintiff.

In or around July 2017, without Plaintiff’s knowledge or consent, the Manhattan Gallery purported to sell the Work to Defendants. In or around October 2017, the Manhattan Gallery shipped the Work to Defendants in London, where upon information and belief the Work is currently located in Defendants’ possession, custody, or control.

Upon your failure to appear, judgment will be taken against you by default for (a) a declaratory judgment declaring that Plaintiff is the owner of the Work, (b) an injunction ordering that the Work be delivered to Plaintiff, and (b) money damages totaling no less than the current market value of the Work and interest thereon.

Dated: November 8, 2018  
New York, New York

**GROSSMAN LLP**

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