

MAZZOLA LINDSTROM LLP
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New York, New York 10017
646.216.8300
Attorneys for plaintiff

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

-----X
Miller Gaffney Art Advisory, LLC, plaintiff,

-against-

Rudolph W. Giuliani, defendant.
-----X

SUMMONS

Index:

**Venue: New York County
(domicile of defendant)**

To: Honorable Rudolph W. Giuliani
Unit 10W, 45 East 66th Street
New York, New York 10065

150 East 52nd Street, Suite 1002
New York, New York 10022

To the Above-Named Defendant:

You are hereby summoned to appear in this action by serving an answer on counsel for plaintiff, address below, within 20 days after service of this summons (not counting the day of service), or within 30 days after service is complete if the summons is not delivered personally to you within New York State. Plaintiff designates New York County as the place of trial. The basis of this designation is CPLR § 503(a) – to wit, defendant now, at time of commencement of this action, maintains his residence in New York County.

If you fail to answer the complaint within the time required by law, a judgment by default will be taken against you for the relief demanded in the complaint together with applicable costs.

Dated: New York, New York
August 7, 2020

Yours, etc.

MAZZOLA LINDSTROM, LLP



By: Wendy Lindstrom

wendy@mazzolalindstrom.com

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SUPREME COURT OF THE STATE OF NEW YORK
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-----X
Miller Gaffney Art Advisory, LLC, plaintiff,

VERIFIED COMPLAINT

-against-

Index:

Rudolph W. Giuliani, defendant.
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Plaintiff Miller Gaffney Art Advisory, LLC (“MGAA”), by and through its undersigned counsel, alleges as follows for its verified complaint against defendant, upon information and belief:

Nature of Suit

1. This is an action for breach of contract, account stated, and unjust enrichment against Giuliani for unpaid debt obligations due to MGAA pursuant to a Letter of Intent dated April 12, 2019 for the appraisal of the fine and decorative art, and personal property at fair market value for equitable distribution purposes for Judith S. Giuliani and Rudolph W. Giuliani. MGAA has performed all obligations under the agreement, Giuliani has failed to pay for the services rendered. Giuliani’s outstanding debt obligations to MGAA are in excess of \$15,700 (exclusive of any costs and interest).

2. With this action, MGAA seeks both legal and equitable remedies against Giuliani.

Parties

3. MGAA is a foreign limited liability Company.

4. At all material times, Rudolph W. Giuliani was and is a resident of the State of New York and resides at Unit 10W, 45 East 66th Street, New York, New York 10065.

First Cause of Action: Breach of Contract

5. MGAA repeats and realleges the foregoing paragraphs as if set forth herein at full length.

6. MGAA and Giuliani entered into an agreement pursuant to a Letter of Intent dated April 12, 2019 for the appraisal of fine and decorative art, and personal property at fair market value for equitable distribution purposes for Judith S. Giuliani and Rudolph W. Giuliani.

7. MGAA issued the formal appraisal in accordance with the Agreement, and performed all the terms and conditions precedent on its part pursuant to the Agreement.

8. MGAA issued Invoice #1831 dated November 6, 2019 for \$27,300 via email to the attention of Giuliani's matrimonial counsel in the ordinary course of business.

9. Giuliani breached the Agreement by failing to pay the invoice issued by MGAA for services rendered pursuant to the Agreement.

10. MGAA has demanded payment for the invoice on multiple occasions including, but not limited to, December 10, 2019, January 10, 2020, February 10, February 18, February 28, by demand through the undersigned counsel to Giuliani's matrimonial counsel on April 7 and April 14, and directly to Giuliani on April 20 and May 19.

11. As a direct and proximate result of Giuliani's breach of his contractual obligations under the Agreement, MGAA has been damaged in an amount exceeding \$15,700, plus interest, costs and attorneys' fees.

Second Cause of Action (at Law): Action on Account

12. MGAA repeats and realleges the foregoing paragraphs as if set forth herein at full length.

13. MGAA rendered services pursuant to the Agreement and issued an invoice to Giuliani.

14. Giuliani received and retained the invoice without objection.

15. Giuliani failed to remit payment despite that he has been in possession of the invoice beyond a reasonable amount of time.

16. MGAA demanded payment of the balance due, but Giuliani has refused to pay and remains delinquent in repayment.

17. As a direct and proximate result of the Giuliani's failure to pay the invoice, MGAA has been damaged in an amount exceeding \$15,700, plus interest, costs and attorneys' fees.

Third Cause of Action (in Equity): Unjust Enrichment

18. MGAA repeats and realleges the foregoing paragraphs as if set forth herein at full length.

19. At all relevant times, Giuliani accepted and benefited from services rendered by MGAA but failed to pay for them.

20. By reason of the aforesaid, Giuliani has been unjustly enriched at the detriment of MGAA.

21. As a direct and proximate result of Giuliani's failure to pay for the MGAA's services, MGAA has been damaged in an amount exceeding \$15,700, plus interest, costs and attorneys' fees.

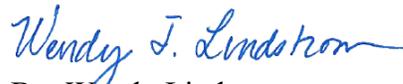
Conclusion

WHEREFORE, MGAA demands judgment against Giuliani for an amount to be proven at trial but no less than exceeding \$15,700; for pre-judgment and post-judgment interest; for attorneys' fees and the costs of this action and for such other and further relief as this court deems just and proper.

Dated: New York, New York
August 7, 2020

Yours, etc.

MAZZOLA LINDSTROM, LLP



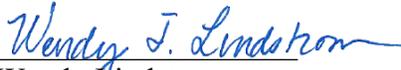
By: Wendy Lindstrom
1350 Avenue of the Americas, 2nd Floor
New York, New York 10019
Attorneys for plaintiff
wendy@mazzolalindstrom.com

To: Honorable Rudolph W. Giuliani
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Verification

Wendy Lindstrom, an attorney duly admitted to practice law in the State of New York, under penalties of perjury, affirms the following:

That deponent is the attorney for the plaintiff in the action within; that deponent has read the foregoing **VERIFIED COMPLAINT** and knows the contents thereof; that the same is true to the deponent's own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters believes it to be true and the reason this verification is not made by plaintiff and is made by deponent is that plaintiff are not presently located in the county where the deponent-attorney maintains an office.


Wendy Lindstrom