

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

-----X
KEVIN BEASLEY, and KEVIN BEASLEY
STUDIO, LLC,

Plaintiffs,

-against-

BAYVIEW AUTO WRECKERS, INC., MICHAEL
FANELLI, and DOES 1-10,

Defendants.
-----X

Index No.:

Summons

Venue: Based upon
Plaintiff Kevin Beasley's
County of Residence

To: **Bayview Auto Wreckers, Inc.**
(Service via NY Secretary of State)

Michael Fanelli
(Service at regular place of business)
Bayview Auto Wreckers
3333 Richmond Terrace
Staten Island, New York

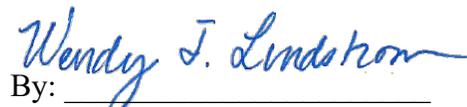
To the above-named defendants:

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 plaintiffs' attorneys 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 the 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: March 2, 2021
New York, New York

Respectfully submitted,
MAZZOLA LINDSTROM LLP


By: _____

Wendy J. Lindstrom
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
KEVIN BEASLEY, and KEVIN BEASLEY
STUDIO, LLC,

Index No.:

Plaintiffs,

-against-

Complaint

BAYVIEW AUTO WRECKERS, INC., MICHAEL
FANELLI, and DOES 1-10,

Defendants.
-----X

Plaintiffs Kevin Beasley and Kevin Beasley Studio, LLC (together, “Plaintiffs”), through their undersigned attorneys, allege as follows for their verified complaint against defendants Bayview Auto Wreckers, Inc. (“Bayview”), and Michael Fanelli (together, “Defendants”):

Nature of the Action and Relief Sought

1. Plaintiff Kevin Beasley is an acclaimed contemporary African-American artist whose artworks are highly valued and very much in demand. His works deal with African-American culture and cultural connotations, have been widely exhibited, and are held in the collections of internationally renowned art museums.

2. In the spring of 2017, Mr. Beasley was organizing works for his second exhibition at Casey Kaplan Gallery in New York. For the show’s centerpiece he decided to create a new artwork that he had been considering for some time, dealing with the African-American community’s longstanding affinity for Cadillac vehicles (which dates back to at least the 1920s and 1930s, when company policy prohibited sales to Blacks) as an aspirational luxury brand and symbol of success – which can be seen today in the popularity of the Cadillac brand in rap music

videos, and among athletes and entertainers, for example. As a symbol of pop culture, it was integral to Mr. Beasley's artistic vision that he crush a Cadillac.

3. To execute his project Mr. Beasley needed to purchase a vehicle, and gave considerable thought to the one he chose: a 2008 white Cadillac Escalade ESV. While Cadillac has made many models over the more than 100 years of its existence, Mr. Beasley purposefully chose the Escalade because it is the brand's most luxurious and expensive model. He required a Cadillac with a white exterior and cream interior because of this color scheme's popularity in the Black community, signifying a level of purity and beauty, and contrasting with the black Escalades driven by many Uber, taxi and car service drivers. Finally, Mr. Beasley specifically looked for a model year from 2007 onward when the Escalade was totally redesigned and updated to be significantly more luxurious than models from the late 1990s to 2006. Mr. Beasley, who lives in New York, searched the Northeast and mid-Atlantic states looking for the most pristine vehicle available to him at the time, and in March 2017 found one for sale by an automobile dealer in Connecticut.

4. Before purchasing the vehicle, Mr. Beasley needed to make sure that he could find a vendor to crush it. He called a number of wreckers and junkyards, but none would crush the it and then allow him to keep it, until he reached out to defendant Bayview Auto Wreckers. In March 2017 Mr. Beasley spoke with Bayview's owner/manager, defendant Michael Fanelli, and was completely transparent about the fact that he is an artist, that he was planning to buy a 2008 Escalade for a new artwork for his May exhibition, that he needed to be able to direct and instruct regarding the process of crushing the car to achieve the effect he intended, that he needed to be able to take the car after it was crushed, that the model year of the car was particularly significant for this work, and that he and a film crew needed to be present for and

document Defendants' crushing of the vehicle as part of the mixed-media artwork he intended – as to all of which Defendants acknowledged and agreed. Based on Defendants' representations, Mr. Beasley drove to Connecticut and on March 29, 2017 Plaintiffs purchased the white 2008 Escalade ESV for \$12,000.

5. On April 5, 2017, Plaintiffs delivered the 2008 Escalade ESV to Bayview and contracted with Defendants to crush the vehicle for Mr. Beasley's mixed-media artwork. In hiring Defendants to do so, Plaintiffs reiterated the concerns and requirements that Mr. Beasley had communicated to Mr. Fanelli in March 2017, and Defendants affirmed that they would meet these requirements, and crush the vehicle for a fee of \$2,500. Mr. Beasley made an appointment for the crushing to occur on April 12, 2017 so that he could come back to Bayview with his film crew.

6. When Mr. Beasley and his crew arrived at Bayview on April 12, 2017 as scheduled, they found that despite Defendants' representations, Bayview personnel had already begun crushing the car. After Mr. Fanelli made a show of admonishing the Bayview employees, the filming commenced, and later that month the crushed vehicle was delivered to the Casey Kaplan Gallery. At the gallery, Mr. Beasley performed the final work on the Escalade before his May 2017 exhibition, and titled it *Sport/Utility*. The exhibition was also titled *Sport/Utility*, after the crushed Escalade, and press regarding the exhibit noted that it was a 2008 model.

7. The completed *Sport/Utility* work was valued at \$180,000 when it was first completed in April 2017. As more museums have acquired and shown Mr. Beasley's work and the market for his work has grown since that time, the value of *Sport/Utility* appreciated to \$350,000 by November 2020.

8. However, Plaintiffs recently learned and obtained confirmation that Defendants surreptitiously and purposely substituted a different Escalade for the 2008 Escalade ESV that Plaintiffs had purchased in Connecticut and delivered to Defendants. In January 2021 they received a CarFax report indicating that the 2008 Escalade ESV had suffered collision damage in 2019 and 2020. Investigation further confirmed that the vehicle that Defendants delivered to Plaintiffs at Casey Kaplan in April 2017 was not the same car that Plaintiffs had delivered to Bayview, but a different model Escalade from an earlier model year, prior to the Escalade redesign.

9. As a result of the Defendants' recently discovered deliberate misrepresentations to Plaintiffs, their surreptitious conversion of Plaintiffs' 2008 Escalade ESV, and their breaches of a contract that was integral to the creation of one of Mr. Beasley's most well-known and publicized works, *Sport/Utility* does not in fact represent Mr. Beasley's intention. It cannot be sold and literally has no value as his artwork. As a further result, Mr. Beasley's integrity and the integrity of this work have been questioned by the public, leaving him at risk of a significant loss in reputation, demand, and professional opportunities. Mr. Beasley and Kevin Beasley Studio, LLC, the entity through which he and his studio conducts business, bring this action to obtain redress for the harm caused by the Defendants' deliberate, reprehensible and fraudulent conduct described further herein.

Parties

10. Plaintiff Kevin Beasley is a resident of the County of New York, State of New York.

11. Plaintiff Kevin Beasley Studio, LLC is a New York domestic limited liability company with its principal place of business located in the County of Queens, State of New York.

12. Upon information and belief, defendant Bayview Auto Wreckers Inc. is a New York domestic business corporation with its principal place of business located in the County of Richmond, State of New York.

13. Upon information and belief, defendant Michael Fanelli is the owner and manager of Bayview Auto Wreckers, Inc.

14. Plaintiffs are unaware of the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants Does 1 through 10, inclusive, or any of them, and therefore sue these defendants, and each of them, by such fictitious names. Plaintiffs will seek leave of court to amend this Complaint when the identities of these defendants are ascertained.

15. Plaintiffs are informed and believe, and on that basis allege, that each Defendant conspired and acted in concert with each other to commit the wrongs alleged herein, and in doing so Defendants were at all relevant times the agents, servants, employees, principals, joint venturers, alter egos or partners of each other. Plaintiffs are further informed and believe, and on that basis allege, that in doing the things alleged in this Complaint, each Defendant was acting within the scope of the authority conferred upon that Defendant by the consent, approval or ratification of the other Defendants, whether said authority was actual or apparent.

Jurisdiction and Venue

16. The Court has personal jurisdiction over defendant Bayview under CPLR §301 because Bayview is a resident of New York and regularly does business in New York, and has

personal jurisdiction over defendants Bayview and Fanelli under CPLR §302(a) because this action arises out of Defendants' transaction of business and tortious acts within New York.

17. Venue is proper under CPLR §503(a) and §509 because Mr. Beasley is a resident of New York County and under CPLR §509 because Plaintiffs have designated New York County as the venue.

General Allegations

18. Mr. Beasley's artworks illuminate the history, experience, culture, and cultural connotations of African Americans. His work has been exhibited at renowned museums and galleries throughout the world, including, for example, the Contemporary Art Center in Riga, Latvia (2017); the Hammer Museum, Los Angeles (2017); the Renaissance Society at the University of Chicago (2016); the San Francisco Museum of Modern Art (2016); the Hammer Museum at Art & Practice, Los Angeles (2016); White Columns, New York (2016); the Solomon R. Guggenheim Museum, New York (2015); MoMA PS1, Long Island City (2015); Art Gallery of Ontario, Toronto (2015); the Glass House, New Canaan, CT (2015); the 2014 Whitney Biennial, Whitney Museum of American Art, New York (2014); the Seoul Museum of Art, Seoul (2014); The Museum of Modern Art, New York (2014); and the Studio Museum in Harlem, New York (2014). Mr. Beasley's work is held in many collections, such as the collections of the Tate Modern, London; the Art Gallery of Ontario, Toronto; the Museum of Modern Art, New York; the Studio Museum in Harlem, New York; the Solomon R. Guggenheim Museum, New York; Hammer Museum, Los Angeles; Perez Art Museum Miami; the Art Institute of Chicago; and San Francisco Museum of Modern Art.

19. Mr. Beasley also often incorporates sound and music into his works, and has performed at Lincoln Center for the Performing Arts, New York (2016); Art Gallery of Ontario, Toronto (2016); Casey Kaplan Gallery, New York (2015); the Dallas Museum of Art (2015); the

Solomon R. Guggenheim Museum, New York (2015); the Museum of Contemporary Art, Cleveland (2014); the Walker Art Center, Minneapolis (2014); Queens Museum of Art, New York (2014); the Museum of Modern Art, New York (2012); and elsewhere.

20. This action concerns an artwork Mr. Beasley created in 2017 to comment on the trappings of Blacks' social ascendance and his personal experiences, in relation to a largely forgotten aspect of their American history.

21. In or about March 2017 Mr. Beasley purchased a 2008 Cadillac Escalade ESV which formed the underpinning for his 2017 work entitled "*Sport/Utility*," described as "Stripped and crushed 2008 Cadillac Escalade ESV," with dimensions of: 65.5" x 93" x 203". "*Sport/Utility*" was shown prominently in Mr. Beasley's second exhibition at the Casey Kaplan Gallery in New York, in May 2017, and has been valued at approximately \$350,000:



22. In creating *Sport/Utility*, Mr. Beasley referenced the aspirational place of the Cadillac brand in U.S. history and in Black culture going back to the 1920s. Cadillac was established over one hundred years ago and has historically been at the forefront of American luxury brands. Culturally, Cadillac has been highly acquired and a staple within Black culture for multiple generations. For example, since the 1990s, various Cadillac models have repeatedly

been featured in rap videos, and been purchased and modified by Black sports and entertainment figures.

23. In the 1920s and 1930s, GM policy was that Cadillac was a Whites-only brand (although of course, discriminatory sales practices were not unique to General Motors at that time). In the midst of the Great Depression, GM was considering cancelling the Cadillac brand due to lack of profitability. But in the 1930s a Cadillac engineer canvassed owners and learned that despite GM's policy, many Blacks bought the cars (which were more economically attainable at that time than land or a house), either used or through a Caucasian front person. The engineer promoted revamping Cadillac's sale policy, resulting in Cadillac eventually lifting the ban on sales to Blacks in 1932. GM began targeted advertising towards Blacks, and within eight years Cadillac became profitable, with sales having increased tenfold by 1940, and the advertising towards Blacks having become the first successful targeted marketing campaign. Thus, for nearly a century, the Cadillac brand has been a symbol of Black achievement, with distinct cultural connotations to Blacks.

24. Mr. Beasley's awareness of this history and of Cadillac's status in the Black community – including among his family, friends and acquaintances as he was growing up – led him to conceive of a project involving the destruction of a Cadillac. Although Cadillac has sold many different models over the years, he specifically required a white Cadillac Escalade because of its cultural significance: the Escalade is the most luxurious Cadillac, and very much a pop culture icon. A white exterior with cream interior color combination was also conceptually critical, as conveying a level of purity and beauty, particularly in the Black community, and standing in comparison to the black Escalades driven by many Uber, car and taxi services. The

model became especially prized by successful Black businessmen, professionals, musicians, athletes, and actors.

25. In finding the right vehicle to use for *Sport/Utility*, Mr. Beasley was also specifically focused on the model year of the white Escalade he required. From the late 1990s to 2006 the Escalade, while luxurious, had a dated body design and a less than premium interior. From the 2007 model year onward, however, the Escalade was totally redesigned and updated. For *Sport/Utility*, he required a later model (2007 onward) with white exterior and interior.

26. Mr. Beasley, who lives in New York, searched the Northeast and mid-Atlantic states in the winter and spring of 2017 for the most pristine post-2007 redesign he could find. In March 2017 he found an automobile dealer in Connecticut selling a 2008 white Escalade ESV. “ESV” stands for “Escalade Stretch Vehicle,” denoting a longer body than a standard Escalade, and is more highly valued.

27. Before purchasing the car, however, Mr. Beasley sought out a company that could meet the specific requirements he needed to create the artwork. After contacting several junkyards that would not allow Mr. Beasley to take a car after it was crushed, in or about March 2017 he contacted defendant Bayview and spoke with its owner/manager, defendant Michael Fanelli. Mr. Beasley informed Mr. Fanelli that he is an artist and needed to have an Escalade crushed for a new artwork to be displayed in an upcoming gallery show. He explained to Mr. Fanelli that the model year of the car was critical, and that his project required *this* Escalade (that he had located in Connecticut). He further advised Mr. Fanelli that he had to be present for and able to direct the crushing of the Escalade, and that he and a film crew had to be present to video and photograph the crushing process, as this documentation would be part of the artwork.

28. Mr. Fanelli assured Mr. Beasley that Bayview would allow him to take the car after it was crushed and would meet all of his requirements. Mr. Fanelli also specifically described certain measures Bayview ostensibly had to take before the car was crushed to ensure that certain things did not pop out or leak, so the final product would be safe – such as removing most of the interior, the engine, fuel tank, power train, fluids and tires. Mr. Beasley agreed to this but demanded, and Mr. Fanelli/Bayview agreed, that at least the windshield, the dashboard, and the brand name would remain on the car, so that the car was identifiable as a 2008 Escalade. Had Bayview been unable to meet his requirements, Mr. Beasley would not have contracted with Bayview to crush the car, and indeed would not have purchased the Escalade for the artwork.

29. In reliance upon Mr. Fanelli's promises, Mr. Beasley traveled to Connecticut and on March 29, 2017 Plaintiffs purchased from automobile dealer Shamrock Motors LLC a white 2008 Escalade ESV (VIN No.: 1GYFK6 6898R163185) that was manufactured in 2007 and originally sold in early 2008.

30. Mr. Beasley, through Kevin Beasley Studio, LLC, contracted with Bayview in or about early April 2017 to crush the 2008 Escalade, and delivered the Escalade to Bayview on or about April 5, 2017. Bayview's April 5, 2017 invoice noted that it was crushing the Escalade "FOR ART SHOW," although it misidentified the model year as "[20]07." When Mr. Beasley delivered the 2008 Escalade on April 5, 2017, he had to make a subsequent appointment with Bayview for the crushing process, since it was to be documented, and he again instructed and confirmed with Mr. Fanelli that Bayview was not to commence the process until he and the film crew arrived the following week, on April 12, 2017, which Mr. Fanelli understood the importance of for the creation of the artwork, and again confirmed.

31. However, when he and his film crew arrived at Bayview for their appointment on April 12, 2017, they found that Bayview had already begun to crush the vehicle, and observed a partially crushed white Escalade up on a high platform that they could not see well. When he urgently protested, Mr. Fanelli blamed Bayview's employees, reprimanded them and stated to him essentially, "I told those idiots to wait for you. They messed up. Sorry."

32. With no other choice, Mr. Beasley's film crew started filming from that point, unable to document the crushing of the vehicle from the beginning of the process, as was his originally disclosed intention.

33. After the crushing process was completed, Bayview personnel did not allow Plaintiffs to take the Escalade or have it delivered immediately. Instead, Bayview personnel purposely hoisted it onto a tall stack of crushed cars, making it impossible to inspect. As a result, Mr. Beasley was unable to get close enough to the vehicle to examine it while it was at Bayview.

34. Subsequently, Plaintiffs arranged with Defendants to have the Escalade delivered to the Casey Kaplan Gallery where Mr. Beasley was preparing multiple artworks to be exhibited starting at the beginning of May 2017. At the gallery, the vehicle was the centerpiece of the exhibition, and his show took its title, *Sport/Utility*, from the Escalade. In press accounts regarding the *Sport/Utility* artwork, the artistic significance of the 2008 Escalade was highlighted.

35. As a result of Defendants' commencement of crushing before Mr. Beasley and his crew arrived on April 12, 2017, their deceitful placement of the vehicle atop a stack of other vehicles – obviously intended to thwart inspection – and their delivery of the vehicle shortly before Mr. Beasley's show at the Casey Kaplan Gallery was to begin, Plaintiffs assumed and

understood that the vehicle delivered to the gallery was the same one they had delivered to Bayview.

36. In or about January 2021, a follower of Mr. Beasley's Instagram page argued with him that *Sport/Utility* was not a 2008 Escalade, provoking a public discussion on the subject, and unfollowing of Mr. Beasley when he defended his work, believing that Escalade car he had delivered to Bayview was the same one that Defendants delivered to the gallery.

37. On January 22, 2021, Plaintiffs obtained a CarFax report that demonstrated, to their shock and surprise, that the 2008 Escalade, identified by its VIN number, had sustained collision damage in 2019 and 2020.

38. Based upon Mr. Beasley's review of the Instagram follower's messages, photographs of *Sport/Utility* and its crushing, and the CarFax report, it was now clear that Plaintiffs' 2008 Cadillac Escalade ESV was not actually the vehicle placed in the crusher by the "idiots" at Bayview on April 12, 2017, but instead that Plaintiffs' vehicle had been surreptitiously swapped by Defendants with a standard Escalade from an earlier model year. Upon information and belief, the substituted Escalade was valued at approximately \$6,000-\$7,000 as of April 12, 2017 – significantly less than the value of the 2008 Escalade ESV that Plaintiffs delivered to Bayview on April 5, 2017. That is, as of January 22, 2021, the Plaintiffs realized they'd been defrauded.

39. Although Plaintiffs had repeatedly explained Mr. Beasley's project requirements to Defendants, including the significance of the Plaintiffs' white 2008 Escalade, and although Defendants represented to Plaintiffs in or about March and April 2017 that they would crush Plaintiffs' 2008 Escalade according to Plaintiffs' intentions for the artwork, Defendants never intended to do so. Instead, they fraudulently intended to convert Plaintiffs' 2008 Escalade ESV

for Defendants' own benefit and profit, while deceitfully swapping and crushing an insignificant vehicle.

40. Upon information and belief, although Defendants represented to Plaintiffs in or about March and April 2017 that they would crush Plaintiffs' 2008 ESV Escalade according to Plaintiffs' requirements, before Mr. Beasley and his film crew arrived at Bayview on April 12, 2017, Defendants had already deliberately and secretly substituted an earlier model of a standard white Escalade, despite knowing the importance of the 2008 model year Escalade to Mr. Beasley and his artwork. Upon further information and belief, Defendants had surreptitiously placed the substituted standard Escalade on the crusher where Plaintiffs could not see it clearly, and had begun the crushing process before Mr. Beasley and his crew arrived, to conceal the fact that Defendants had substituted another vehicle in place of Plaintiff's 2008 Escalade ESV.

41. Upon further information and belief, defendant Fanelli's remonstrations toward the Bayview employees, who had begun crushing the substituted Escalade before Mr. Beasley's arrival on April 12, 2017, were designed to distract and prevent Plaintiffs from discovering that Defendants had secretly substituted another vehicle in place of Plaintiff's 2008 Escalade ESV.

42. If Bayview and its personnel had waited until Mr. Beasley and his film crew arrived at Bayview before Bayview began crushing the Escalade, as Mr. Beasley and Defendants had agreed, he and his crew would have seen that Defendants had surreptitiously replaced the 2008 Escalade ESV that Plaintiffs delivered to Bayview, with another, different Escalade.

43. If Bayview and its personnel had waited until Mr. Beasley and his film crew arrived at Bayview before Bayview began crushing the Escalade, as he and Defendants had agreed, he and his crew would have captured on video that Defendants had secretly replaced the 2008 Escalade ESV that Plaintiffs delivered to Bayview, with another, different Escalade.

44. As plaintiff Beasley was unaware of Defendants' sleight of hand, he accepted delivery of the crushed vehicle at the Casey Kaplan Gallery, and made it the centerpiece of his show, and incurred expenses to install the work at the gallery, and subsequently to store the work after the exhibition concluded.

45. *Sport/Utility* nearly doubled in value from \$180,000 to \$350,000, and collectors were interested in purchasing the artwork, before the discovery that it is *not* a 2008 Escalade ESV. However, as a result of Defendants' secret, fraudulent and deceitful conduct this work now has no value as his work of art, just as an imitation Picasso has zero value as a Picasso artwork. Defendants, by their fraud, have rendered *Sport/Utility* valueless.

46. Further, given Mr. Beasley's stature and the need to protect the value of his artworks, his reputation, and his long-term artistic legacy, the fraudulent *Sport/Utility* artwork cannot be sold.

**First Cause of Action: Breach of Contract
(Against Bayview Auto Wreckers Inc.)**

47. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 46, and incorporate them by reference as if fully set forth herein.

48. Bayview breached its April 2017 contract with Plaintiffs by, among other things: secretly and surreptitiously substituting a different, lower value vehicle for the white 2008 Escalade ESV that Plaintiffs purchased for the *Sport/Utility* project and exhibit, and delivered to Bayview on April 5, 2017; beginning the crushing process prior to Mr. Beasley's and his film crew's scheduled arrival on April 12, 2017, upon information and belief to prevent Plaintiffs from discovering the substitution; and delivering to Casey Kaplan Gallery the secretly and wrongfully substituted white Escalade.

49. Plaintiffs performed all of their obligations under their contract with Bayview.

50. As a result of Bayview's breaches of contract, Plaintiffs have suffered damages in an amount to be proven at trial, but in a sum not less than \$350,000.

**Second Cause of Action: Conversion
(Against Bayview Auto Wreckers Inc.)**

51. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 50, and incorporate them by reference as if fully set forth herein.

52. Upon information and belief, Defendants' surreptitious substitution of a different white Escalade for the 2008 white Escalade ESV that Plaintiffs purchased in Connecticut and delivered to Defendants for the *Sport/Utility* project, was intentional and premeditated.

53. Upon information and belief, Defendants' conduct in demanding to strip certain features of Plaintiff's 2008 white Escalade ESV, beginning to crush a white Escalade prior to the start of Plaintiffs' appointment on April 12, 2017, placement of the vehicle on a high platform for crushing where it could not be easily viewed by Plaintiffs, and placement of the crushed vehicle on a tall stack of crushed vehicles, for later delivery to the Casey Kaplan Gallery shortly before Mr. Beasley's exhibition was to begin, were intended to prevent discovery that Defendants had secretly substituted an insignificant vehicle for Plaintiffs' artistically significant 2008 white Escalade ESV.

54. As a result of Defendants' intentional, surreptitious substitution of an insignificant vehicle for Plaintiffs' artistically significant white 2008 Escalade ESV, which upon information and belief Defendants kept for their own purposes, sold to someone else or otherwise profited from, Defendants interfered with Plaintiffs' possessory rights in their 2008 Escalade ESV, and the entire value of Mr. Beasley's *Sport/Utility* artwork has been destroyed.

55. As a result of Defendants' intentional, surreptitious substitution of an insignificant vehicle for Plaintiffs' artistically significant white 2008 Escalade ESV, Plaintiffs have suffered damages in an amount to be proven at trial, but in no event less than \$350,000.

56. Defendants' acts were willful, reprehensible, malicious, oppressive and morally culpable, and were undertaken with the intent to benefit themselves at the expense of Plaintiffs, cause harm to Plaintiffs and destroy the value of Plaintiffs' artwork, manifesting a conscious disregard of Plaintiffs' artistic intention, and thereby destroyed the work's artistic integrity. Therefore, Plaintiffs are also entitled to an award of punitive damages to punish Defendants for their wrongful conduct and to deter them from engaging in such wrongful conduct in the future.

**Third Cause of Action: Breach of Bailment
(Against Bayview Auto Wreckers Inc.)**

57. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 56, and incorporate them by reference as if fully set forth herein.

58. Bayview was acting as a bailee of the 2008 Escalade ESV at the time that Plaintiffs delivered the vehicle to Bayview.

59. Bayview thereby, or through its employees, contractors, agents, servants or sub-bailees, including without limitation defendant Michael Fanelli, warranted and had a legal duty to safely keep, and care for Plaintiffs' 2008 Escalade ESV in the same condition as when entrusted to it and to perform its services as bailee or to ensure that those services were performed with reasonable care and in a workmanlike and non-negligent manner.

60. Bayview breached those bailment obligations and surreptitiously failed to re-deliver the 2008 Escalade ESV to Plaintiffs as entrusted to it.

61. By reason thereof, there is due and owing from Bayview to Plaintiffs an amount to be proved at trial, but in no event less than \$12,000.

**Fourth Cause of Action: Fraud
(Against Bayview Auto Wreckers Inc. and Michael Fanelli)**

62. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 61, and incorporate them by reference as if fully set forth herein.

63. In March and April 2017, Defendants represented to Plaintiffs that: Bayview would meet all of the requirements Mr. Beasley set for the crushing of Plaintiffs' 2008 white Escalade ESV, including without limitation that he had to be present for and able to direct the crushing of the Escalade; that he and his film crew be able to video and photograph the crushing process, as this documentation would be part of the artwork that he was creating for his upcoming May 2017 exhibition; and that Defendants would return the crushed 2008 white Escalade ESV to Plaintiffs at the Casey Kaplan Gallery.

64. In fact, these representations were false, and were made by Defendants in order to deceive and defraud Plaintiffs and induce them to deliver the 2008 white Escalade ESV to Defendants, while Defendants intended to substitute another vehicle for Plaintiff's 2008 Escalade ESV.

65. Plaintiffs believed and reasonably relied on Defendants' representations, and were thereby induced to deliver the white 2008 Escalade ESV to them to be crushed in preparation for its inclusion in Mr. Beasley's May 2017 exhibition.

66. At the time that Plaintiffs delivered the 2008 white Escalade ESV to Defendants, at the time that the substituted white Escalade was crushed on April 12, 2017, at the time the crushed vehicle was delivered to the Casey Kaplan Gallery, and at all times until approximately

January 2021, Plaintiffs were unaware of Defendants' fraudulent intentions, and would not have delivered the 2008 white Escalade ESV to Defendants if they had known of Defendants' concealed intentions.

67. As a result of Defendants' surreptitious and secret substitution of a different, earlier model year white Escalade for the 2008 vehicle delivered by Plaintiffs, the value of Mr. Beasley's *Sport/Utility* artwork, valued at \$350,000 shortly before the fraud was discovered, has been entirely destroyed, and the work can no longer be sold.

68. As a result of the Defendants' conduct alleged herein, Plaintiffs have been damaged in an amount to be proven at trial, but in a sum not less than \$350,000.

69. Defendants' acts were willful, reprehensible, malicious, oppressive and morally culpable, and were undertaken with the intent to benefit themselves at the expense of Plaintiffs, cause harm to Plaintiffs and destroy the value of Plaintiffs' property, manifesting a conscious disregard of Plaintiffs' rights. Therefore, Plaintiffs are also entitled to an award of punitive damages to punish Defendants for their wrongful conduct and to deter them from engaging in such wrongful conduct in the future.

**Fifth Cause of Action: Unjust Enrichment
(Against Bayview Auto Wreckers Inc. and Michael Fanelli)**

70. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 69, and incorporate them by reference as if fully set forth herein.

71. As a result of their misconduct alleged herein, Defendants have been unjustly enriched. Plaintiffs are entitled to restitution of all amounts by which such Defendants were unjustly enriched at Plaintiffs' expense.

Jury Trial Demanded

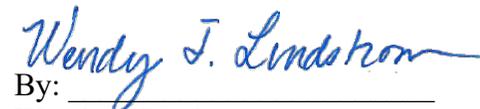
Plaintiffs hereby demand a trial by jury of all causes of action and issues so triable.

WHEREFORE, plaintiffs Kevin Beasley and Kevin Beasley Studio, LLC pray for relief and demand judgment against the Defendants, and each of them, as follows:

1. That Defendants be ordered to pay Plaintiffs the following sums:
 - a. Compensatory and consequential damages in an amount(s) according to proof at trial;
 - b. Punitive damages;
 - c. Reasonable attorney fees;
 - d. Interest and costs of suit; and
2. For such other and further relief as the Court deems just and proper.

Dated: March 2, 2021
New York, New York

Respectfully submitted,
MAZZOLA LINDSTROM LLP


By: _____

Wendy J. Lindstrom
Jean-Claude Mazzola
Richard E. Lerner
Laura D. Castner

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