

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

HROTHGAR INVESTMENTS LIMITED,

Plaintiff,

– against –

VANQUISH WINES LIMITED, RICHARD  
BRIERLEY, RUDY KURNIAWAN, XAVIER  
NEBOUT, CEP’AGE, MARC LAZAR, and JOHN  
and JANE DOES 1-10,

Defendants.

Index No.: 153769/2016

**COMPLAINT**  
**JURY TRIAL DEMANDED**

Plaintiff Hrothgar Investments Limited (“Plaintiff” or “Hrothgar”), by its attorneys, Pryor Cashman LLP, as and for its complaint against defendants Vanquish Wines Limited (“Vanquish”), Richard Brierley, Rudy Kurniawan, Xavier Nebout, Cep’Age, and Marc Lazar (together, “Defendants”), alleges as follows:

**NATURE OF ACTION**

1. In 2011, the Defendants sold Hrothgar a parcel of 132 bottles of purportedly rare and fine wines from the Domaine de la Romanée-Conti (“DRC”) (the “Parcel”). These bottles, if real, were some of the most sought after bottles of French Burgundy wine in the world – rare vintages that were seldom available for purchase. The Defendants represented to Hrothgar and its agent that the wine was real, and took great pains to cast an aura of authenticity over each bottle.

2. But, in reality, the Defendants knew that the bottles of wine they were selling to Hrothgar were not actually the rare bottles of DRC that they had represented them to be. Rather, the Defendants were fully aware that the bottles of wine they were selling were fakes that had

been specifically engineered by a notorious counterfeiter, Rudy Kurniawan, to create the appearance of having the characteristics of real DRC wine, but which were actually forged bottles containing concoctions of lower quality wine. Accordingly, Hrothgar brings this action to recover damages caused by the Defendants' scheme to sell counterfeit wine.

3. The scheme started with Defendant Rudy Kurniawan, who is now one of the most notorious wine counterfeiters in history. Kurniawan spent years perfecting a method of creating counterfeit bottles of wine, blending younger, less expensive wines with older French wines of poor vintages that would mimic the color, taste and character of some of the rarest – and most expensive – French wines in the world. Kurniawan emptied his fake concoctions into bottles of old and rare wine that he had amassed from various sources, and then finished the bottles with counterfeit labels, corks, and capsules that he carefully created in his home laboratory. Through this scheme, Kurniawan was able to create the counterfeit bottles that were fobbed off as the rare and expensive French wines that were purchased by Hrothgar.

4. While Kurniawan created the wine, he needed reputable figures in the rare and fine wine industry to market and sell the counterfeit bottles.

5. The Defendants, each well-known in the industry, agreed to assist Kurniawan with, upon information and belief, full knowledge that his wine was counterfeit and that they were collaborating with a counterfeiter to misrepresent the pedigree and provenance of the counterfeit wine they were marketing and selling.

6. Three of the Defendants – (1) Richard Brierley, the head of the fine wine division of Vanquish, a well-known luxury beverage supplier and consultant in the United Kingdom, (2) Marc Lazar, owner of Cellar Advisors and Domaine Wine Storage, a wine consulting and storage business in the United States, and (3) Xavier Nebout, owner of French wine brokerage

and consulting company, Cep'Age – assisted Kurniawan in gathering the counterfeit DRC bottles for inclusion in the Parcel. Because it was essential to the scheme that Kurniawan's identity never be revealed, the Defendants arranged for the bottles to be shipped to an account that Kurniawan opened at Wine Cellarage, a wine storage facility in the Bronx, under the alias "Dar Saputra".

7. After securing the counterfeit bottles of what purported to be some of the finest French Burgundy wine, but was in fact swill, the Defendants then sought to ensnare a buyer. To do so, Brierley turned to his French counterpart, Xavier Nebout, who in turn engaged a respectable wine broker in New York (the "New York Broker").

8. Sensing an opportunity to profit, the New York Broker contacted his friend, a longtime Washington D.C. wine retailer and broker (the "D.C. Broker"), so that the D.C. Broker could connect him with Joseph Palmiotti, owner of Mission Fine Wines. The New York Broker was aware that Palmiotti sourced rare bottles of wine for numerous clients, including Hrothgar, and thus, the New York Broker used the D.C. Broker as a middleman to get an introduction with Palmiotti.

9. Palmiotti was intrigued and, acting on Hrothgar's behalf, undertook due diligence to verify that the bottles of wine were what they were represented to be. The Defendants intimated to Palmiotti, through the New York Broker, that the seller of the wine was one of the foremost wine collectors in the world, Donald Stott.

10. In fact, upon information and belief, the Defendants were fully aware that Stott was not the seller and that the true and concealed seller was actually Rudy Kurniawan.

11. Based on the representations provided to Palmiotti – and wine cannot be tasted or examined as a means of verifying the content of the bottles without destroying the wine –

Hrothgar indicated an interest in purchasing the wine. But before it did so, it required the opportunity to have an expert inspect each bottle contained in the Parcel.

12. That inspection occurred on July 28, 2011 at Wine Cellarage. Hrothgar hired Geoffrey Troy, one of the leading experts in French Burgundy wines, to conduct the inspection. Prior to his inspection, the Defendants made sure that all references to “Dar Saputra” were removed from the Parcel to maintain the fiction that the seller was Stott.

13. The New York Broker, Nebout, and Brierley all attended the inspection, and all falsely attested to the authenticity of the wine.

14. After completing his examination of the bottles, Troy concluded that the final Parcel was authentic. In reliance on Troy’s conclusion, coupled with Defendants’ repeated representations regarding the seller, producer, vintage and appellations of the wine, Hrothgar agreed to purchase the Parcel for \$2.45 million.

15. In a final effort to avoid detection, before releasing the Parcel to Hrothgar, the Defendants caused the Parcel to be stripped of all labels or packaging referencing the true identity of the seller – *i.e.*, Rudy Kurniawan acting under the Dar Saputra alias. Their scheme was complete.

16. Months later, Kurniawan’s wine counterfeiting operation was exposed. He was arrested in March 2012, and on December 18, 2013, a jury found Kurniawan guilty of fraud in connection with an ongoing scheme to create and sell counterfeit wine. He was sentenced to 10 years in prison.

17. As part of its investigation into Kurniawan, the federal government learned of the Parcel of wine that Hrothgar had purchased in July 2011. The government hired an expert, Maureen Downey, to examine the Parcel, which over time exhibited deteriorating conditions.

Based on her examination and analysis, coupled with the information that she had learned after Kurniawan's arrest, she determined that the wine purchased by Hrothgar was counterfeit.

18. Hrothgar now brings this action to recover the monies that it lost as a result of its purchase of counterfeit wine.

### **PARTIES**

19. Plaintiff Hrothgar Investments Ltd. is a foreign business company incorporated under the laws of the British Virgin Islands whose registered office is at Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands and whose principal place of business is in Singapore.

20. Hrothgar purchased the Parcel through its agent, Mission Fine Wines ("Mission"). Mission is a domestic corporation incorporated under the laws of the State of New York with its principal place of business at 1610 Richmond Terrace, Staten Island, New York, 10310. At all relevant times, Joe Palmiotti was the owner and chief executive officer of Mission.

21. Upon information and belief, defendant Vanquish Wine Limited is a foreign corporation incorporated under the laws of the United Kingdom with its principal place of business at 29 Elvaston Mews, London, SW7 5HZ. As touted on the company's website, Vanquish was founded in 2004 and is "London's leading Luxury Drinks Specialist to the UK on-trade, international institutions and private clients, focusing on the sale of champagne, premium spirits and fine wine." Vanquish also advises and builds fine wine cellars for collection, investment and consumption. In 2009, Vanquish launched Magenta Fine Wine Investors ("Magenta"), a trading platform for an alternative investment strategy in fine and rare wines.<sup>1</sup> Upon information and belief, at all relevant times, the owners and founders of Vanquish were

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<sup>1</sup> Magenta and Vanquish are referred to together herein as "Vanquish."

Jimmy Metta and David Elganayah. Vanquish is vicariously liable for Brierley's actions because at all relevant times Brierley was acting in his capacity as an agent for and employee of Vanquish.

22. Upon information and belief, defendant Richard Brierley is an individual residing in the United Kingdom. In July and August 2011 – when the sale of the Parcel occurred – Brierley was employed as the head of Vanquish's fine wine department. At all relevant times, Brierley was acting in his capacity as an employee and agent of defendant Vanquish. In addition, upon information and belief, during the relevant period, Brierley acted as a broker and agent for Rudy Kurniawan. From 2001 to 2009, Brierley was the Vice President, Head of North American Wine Sales for Christie's and was based in New York. Brierley left Christie's in 2009 to head Vanquish's fine wine department. Upon information and belief, in 2014, Brierley started a new division of Vanquish called Rich Wine Fine that provides investment, trading, and consulting services for clients in the wine and spirits industry.

23. Upon information and belief, defendant Rudy Kurniawan is an individual currently incarcerated at Taft Federal Correctional Institution at 1500 Cadet Road, Taft, California, 93268. For over ten years, Kurniawan was able to sell tens of millions of dollars of counterfeit wine to unsuspecting purchasers until his arrest in March 2012. After an eight day trial, on December 18, 2013, a jury found Kurniawan guilty of one count of wire fraud for creating and selling counterfeit wine and one count of mail fraud for defrauding Fine Art Capital in connection with a \$3 million loan. On August 20, 2014, Judge Berman of the Southern District of New York sentenced Kurniawan to 120 months in prison.

24. Upon information and belief, defendant Cep'Age is a foreign company organized under the laws of France with its principal place of business at 40 A Route De Lartigue,

Martillac, France 33650. Cep'Age was founded in 2003 by Xavier Nebout. At all relevant times, Xavier Nebout has been the CEO and Managing Partner of Cep'Age. Cep'Age is vicariously liable for Nebout's actions because at all relevant times Nebout was acting in his capacity as an agent for and employee of Cep'Age.

25. Upon information and belief, defendant Xavier Nebout is an individual residing in France. Nebout also acts under the alias "Xavier Claude." At all relevant times, Nebout was an agent for defendant Cep'Age and acting in the course of his employment with Cep'Age. Nebout was a longtime business partner of Vanquish and also had a business relationship with the New York Broker.

26. Upon information and belief, defendant Marc Lazar is an individual residing at 4632 Pershing Place, St. Louis, Missouri 63108. Lazar is the owner of St. Louis-based Cellar Advisors, a wine advisor and cellar organization service, and Domaine Wine Storage, a wine storage, service and logistics company with locations in St. Louis, Chicago, New Jersey, California and Washington D.C. Upon information and belief, during the relevant period, Lazar was acting as a broker and agent for Rudy Kurniawan.

27. John and Jane Does 1 through 10 are persons and/or entities whose identity(ies) are presently unknown to Plaintiff, but who, upon information and belief, participated, conspired and/or aided and abetted in the wrongful acts against Plaintiff in connection with the causes of action set forth herein.

### **JURISDICTION & VENUE**

28. Jurisdiction is proper pursuant to CPLR §§ 301 and 302.

29. Venue is proper in New York County under CPLR §§ 503 and 509.

## FACTS

### **I. Prior To The Sale Of The Parcel To Hrothgar, Kurniawan Sold Counterfeit Wine Through Auction and Private Sale**

30. As early as 2002, Kurniawan began selling counterfeit wine at auction and at private sale, and continued to do so until his arrest in 2012. Kurniawan often used various brokers and consignors to mask his true identity.

31. In connection with those auctions, many of his bottles were subsequently found to be counterfeit, or at minimum, had characteristics which suggested a lack of authenticity.

32. For example, in 2006, Acker Merrall & Condit – a New York wine retailer and auction house – held two auctions of purportedly fine and rare wines, known as “Cellar I” and “Cellar II.”

33. There was great fanfare surrounding these auctions due to the nature of the fine and rare wine being auctioned, many of which had not been seen in decades, and many, if not all, of which were consigned by Kurniawan. Kurniawan’s name, however, was never disclosed to purchasers.

34. But not long after the auctions, purchasers of the wine began to suspect that some of the bottles they had purchased were inauthentic.

35. For example, a well-known wine investor purchased numerous bottles at the Cellar I and Cellar II auctions. In January 2007, that investor hosted a tasting at his home to sample several of the wines he purchased. Upon information and belief, he and his guests believed that at least six out of the eleven Kurniawan wines opened at the tasting were clearly fake.

36. In April 2007, Christie’s planned to auction six magnums of 1982 Chateau Le Pin Pomerol wine that were sourced, unbeknownst to purchasers, from Kurniawan. Upon

information and belief, prior to the auction, the Chateau questioned the authenticity of the magnums, and as a result, Christie's withdrew them from the auction.

37. At the time of the April 2007 auction, Brierley was the head of North American Wine Sales for Christie's and, upon information and belief, was fully aware of Kurniawan's role as the source of the counterfeit Chateau Le Pin magnums.

38. One year later, Kurniawan again attempted to sell counterfeit wine at another Acker Merrall auction.

39. The catalog that Acker circulated prior to the auction contained numerous fine and rare wines from Domaine Ponsot. Although unnamed in the catalog, the consignor was none other than Rudy Kurniawan.

40. Laurent Ponsot, the fourth-generation proprietor of the domaine, reviewed the list of wines being offered at the Acker auction and, upon information and belief, determined that many of the bottles were fake. For example, six of the lots purported to be various vintages of Clos St-Denis, ranging from 1945 to 1971, but Ponsot said the domaine did not begin to produce Clos St-Denis until his first vintage working with his father, in 1982.

41. Upon information and belief, Ponsot flew to New York to attend the April 25 Acker auction to ensure that the wines would not be offered for sale.

42. Accordingly, midway through the April 25 auction, Acker Merrall announced that twenty-two lots of purported rare Burgundies from Domaine Ponsot – estimated to sell for as much as \$603,000 – were being withdrawn from the sale “at the request of the domaine and with the consent of the consignor.”

43. As a result of these auctions, Kurniawan was gaining a reputation for selling counterfeit wines among insiders in the rare and fine wine industry. Indeed, prior to 2011, each

of the Defendants was actively involved in the fine and rare wine business and knew – or should have known – that Kurniawan sold or had a reputation for selling counterfeit wine through these auctions.

## **II. Defendants Enter Into A Conspiracy To Sell A Counterfeit Parcel Of DRC Wine**

44. Upon information and belief, in 2011, Defendants entered into an illicit agreement to sell a parcel of counterfeit DRC wine (the “Parcel”) that had been created by Rudy Kurniawan (the “Scheme”).

45. As of 2011, many of the Defendants had direct connections to Kurniawan.

46. For example, upon information and belief, during the relevant period, Kurniawan engaged Lazar, Nebout (on behalf of Cep’Age), and Brierley (on behalf of Vanquish), to act as his brokers and/or agents in connection with sales of the counterfeit wine created by Kurniawan.

47. Specifically, upon information and belief, by 2011, Lazar, Nebout and Brierley had each either sold or consigned counterfeit wine for Kurniawan through auctions and/or private sales.

48. Indeed, in an email dated July 26, 2011, Kurniawan represented that he “employ[s] the services of richard briereley for europe buy and marc lazar for usa buy” and “[t]hey will help me inspect my wines . . . .”

49. While Kurniawan was a master at creating counterfeit Burgundy, especially wine bottles that mimicked the taste and appearance of rare and expensive bottles from Domaine de la Romanée-Conti, by 2011, among industry insiders, Kurniawan’s name had become associated with the sale – or attempted sale – of millions of dollars of counterfeit wine.

50. As a result, it was of utmost importance for the Defendants to hide the true identity of the seller of the wine.

51. The Defendants each had a specific role in the scheme, but all shared their main goal – to market and sell the Parcel of rare wine bottles under the aura of authenticity, while at the same time concealing Kurniawan’s identity as the source of the wine.

52. First, Kurniawan’s role was to create high-end counterfeit bottles of DRC wine that expertly mimicked the taste, color, bottling, corks and labels of an authentic bottle.

53. Defendants Lazar, Brierley and Nebout worked with Kurniawan to select and ship the contents of a parcel of purported DRC wine that would be sold to a private wine collector (i.e., plaintiff Hrothgar).

54. Brierley/Vanquish and Nebout/Cep’Age represented the “seller” in this transaction. At all relevant times, Brierley was acting as an employee and agent of Vanquish and Nebout was acting as an employee and agent of Cep’Age.

55. As the former head of North American Wine Sales at Christie’s, Brierley had many contacts in the New York wine industry and so he took the lead in (1) assembling the shipments from Lazar, Kurniawan and Nebout, and (2) facilitating the sale from the “seller’s” side.

56. Because Nebout had a prior relationship with the New York Broker, his role was to take the Parcel to the New York Broker, a reputable industry insider who frequently acted on behalf of high-end wine collectors, to find a buyer willing to purchase the Parcel.

57. Upon information and belief, the New York Broker learned that the D.C. Broker had connections to a buyer looking for investment-grade DRC and so he capitalized on this prior relationship with the D.C. Broker to find a buyer. Further, the New York Broker knew that the D.C. Broker’s involvement would lend “credibility” to the sale, as the D.C. Broker worked for an established D.C. wine retailer that had been in the fine and rare wine business for over 60 years.

**A. The New York Broker Introduced The Parcel To Plaintiff's Agent**

58. In 2011, Hrothgar engaged Mission Fine Wines to source bottles of wines to purchase for investment purposes. At all relevant times, Mission was acting as an agent on behalf of Hrothgar. Joe Palmiotti – the owner and CEO of Mission – was Hrothgar's main contact at Mission.

59. Palmiotti had known the D.C. Broker for many years and the two had brokered dozens of wine transactions together prior to July 2011. Through this relationship, Palmiotti informed the D.C. Broker that he had a client who was interested in purchasing investment grade DRC. The D.C. Broker then reached out to the New York Broker to see if he was aware of any DRC available for purchase. The Defendants had found the perfect target for the Scheme.

60. In or about July 2011, the New York Broker – through the D.C. Broker – introduced the Parcel to Palmiotti.

61. Palmiotti began to undertake his diligence on behalf of Hrothgar. On or about July 11, 2011, the Defendants had the D.C. Broker send an email to Palmiotti containing images of various bottles of purported DRC Romanée-Conti and DRC La Tache wine that Defendants intended to include in the Parcel.

62. Palmiotti requested that Defendants provide him with information regarding the seller of the Parcel, as well as any other information that Defendants had regarding the Parcel's provenance.

63. In response, on or about July 12, 2011, the Defendants caused the D.C. Broker to email Palmiotti a statement that they claimed came directly from the owner/seller of the Parcel. According to the email, the owner/seller was a “wealthy retired business man who, for the last 15 years, has bought very rare wines for pleasure and collection.” Further, the D.C. Broker told Palmiotti – based on information provided to him by the New York Broker and the Defendants –

that the owner/seller of the Parcel lived in the Northeast portion of the United States and wished to remain anonymous, which was a common practice of sellers of rare and fine wine.

64. Palmiotti then spoke with the New York Broker on several other occasions to make additional inquiries regarding the seller of the Parcel and the provenance of the wine. The Defendants instructed the New York Broker to reiterate to Mission that the seller was a wealthy, private individual from the Northeast who was an avid wine collector, but wished to remain anonymous and made clear that prospective purchasers could not contact him for any reason.

65. Hrothgar later found out that no such businessman had ever existed. Rather, Defendants fabricated the details of the purported “anonymous seller” as part of their scheme to induce Hrothgar to purchase the Parcel.

66. Specifically, Defendants carefully crafted the identity of the purportedly anonymous seller so that Palmiotti and his client, Hrothgar, would believe that the seller was wine collector, Donald Stott. Stott was a retired Wall Street executive from the Northeast and a collector of fine Burgundies, including many from Domaine de la Romanée-Conti.

67. Based on the Defendants’ description, Palmiotti was lured into believing that the seller was Stott. By inducing Palmiotti to believe that Stott was the seller, the Defendants bolstered the Parcel’s legitimacy, as Stott was a reputable DRC collector and it was entirely plausible that Stott (i) would have such bottles in his collection and (ii) would also demand anonymity.

68. On July 18, 2011, the Defendants drafted a list of the contents of the “Complete DRC Parcel” and caused the D.C. Broker to provide the list to Palmiotti and Alex Gelleri, another Mission employee.

69. On July 19, 2011, Mission, on behalf of Hrothgar, offered to purchase the Parcel for \$2.45 million. However, because the Parcel allegedly contained numerous rare and expensive bottles of DRC wine, the bid was conditioned on Mission being able to have a Burgundy expert inspect and authenticate the Parcel prior to finalizing the sale.

70. The New York Broker recommended that Mission and Hrothgar engage Geoffrey Troy, a renowned Burgundy expert, to conduct the inspection on behalf of the “buyer”. The New York Broker told Mission that Troy was “a leading independent world expert in authenticating old Burgundy wines” and would “examine every bottle in the DRC Parcel.”

71. The Defendants accepted the bid and Hrothgar agreed to pay \$300,000 of the purchase price as a fully refundable deposit prior to the inspection.

72. As per an email from the New York Broker to the D.C. Broker, dated July 21, 2011, the New York Broker was to “act as the Escrow Agent” for the sale of the Parcel. As Escrow Agent, the New York Broker represented to Palmiotti that he would hold Hrothgar’s funds in an escrow account until the inspection was completed.

73. The parties also agreed that, upon completion of a successful inspection, Hrothgar would wire the remaining funds to the D.C. Broker. The D.C. Broker would then forward the funds to the New York Broker to hold in an escrow account until Defendants released the Parcel to Western Carriers/Nest Egg, the shipping and warehousing facility in New Jersey that Hrothgar had engaged to transport and store the Parcel.

74. On July 21, 2011, Hrothgar wired \$300,000 to the D.C. Broker as a deposit for the Parcel and then the D.C. Broker was supposed to send the deposit to the New York Broker to hold in escrow until the sale was finalized.

**B. Defendants Assemble The Bottles Of Counterfeit DRC And Ship Them To Kurniawan's "Dar Saputra" Account At Wine Cellarage**

75. The Defendants arranged for the inspection to take place at Wine Cellarage, a reputable wine storage facility located in the Bronx.

76. Brierley was a long-time client of Wine Cellarage and began using its services while he was at Christie's. Later, when Brierley moved to Vanquish, he used Wine Cellarage's facilities for storage of Vanquish wine in New York. At all relevant times, Vanquish had a storage account at Wine Cellarage to which Brierley had direct access.

77. Upon information and belief, in or about July 2011, Brierley used his longstanding business relationship with Wine Cellarage to expedite the opening of a new storage account at Wine Cellarage to facilitate the inspection and sale of the Parcel on behalf of a client he referred to as "Dar Saputra." At all times relevant to the sale of the Parcel, Kurniawan acted under the "Dar Saputra" alias. In addition, upon information and belief, at all times relevant to the sale of the Parcel, Brierley knew that Kurniawan was acting under the "Dar Saputra" alias.

78. Brierley arranged for Kurniawan to contact Wine Cellarage directly and emphasized to Wine Cellarage that this was "a rather delicate matter" and "one in which I would like to maintain the anonymity of all parties."

79. Following Brierley's introduction, on or around July 25-26, 2011, Kurniawan emailed Wine Cellarage using the email address [dscellar@gmail.com](mailto:dscellar@gmail.com) to open a storage account under his alias, "Dar Saputra". To bolster his fake identity, Kurniawan provided Wine Cellarage with credit card information for "Dar Saputra," as well as a Hong Kong address.

80. It was essential to the Scheme's success that Kurniawan's involvement not be revealed to the buyer or any third party. Indeed, Defendants did not want Hrothgar or Mission to know that the wine was coming from the "Saputra" account at Wine Cellarage. While

Defendants were all aware at the time of the sale that the Parcel was being held in the name “Dar Saputra,” at no time prior to the sale were Hrothgar or Mission ever informed that “Dar Saputra” had any relation, whatsoever, to the Parcel.

81. To further conceal his involvement from potential purchasers, including Hrothgar and Mission, Defendants ensured that Kurniawan never stepped foot in Wine Cellarage. Rather, as Kurniawan explained in a July 26, 2011 email, he “employ[ed] the services of richard briereley for europe buy and marc lazar for usa buy” and “[t]hey will help me inspect my wines shipped [to Wine Cellarage] so I don’t need extra help, just storage.”

82. On July 26, 2011, Kurniawan – acting under the Dar Saputra alias – informed Wine Cellarage that it would be receiving shipments in the next few days “under marc lazar name and mine as well” and further instructed: “Pls keep wines on their side as always. Richard will be there to help me inspect all on Thursday morning [July 28].”

83. Upon information and belief, the wine in the Parcel – including the labels and corks – were all manufactured by Kurniawan but arrived to Wine Cellarage via three separate shipments.

84. First, upon information and belief, several of the bottles included in the Parcel had previously been consigned by Marc Lazar to auction at Acker Merrall on behalf of Rudy Kurniawan.

85. Upon information and belief, sometime in the first half of 2011, Lazar consigned a series of bottles of Kurniawan’s counterfeit DRC wine to Acker under the name “Mr. Paul Lazar Myrtle.” However, on July 25, 2011, 15 bottles and 10 magnums of the DRC wine that Lazar had consigned to Acker were “withdrawn” from the “Paul Lazar Myrtle” auction consignment and were returned to Lazar “for private sale” – *i.e.*, for sale to Hrothgar.

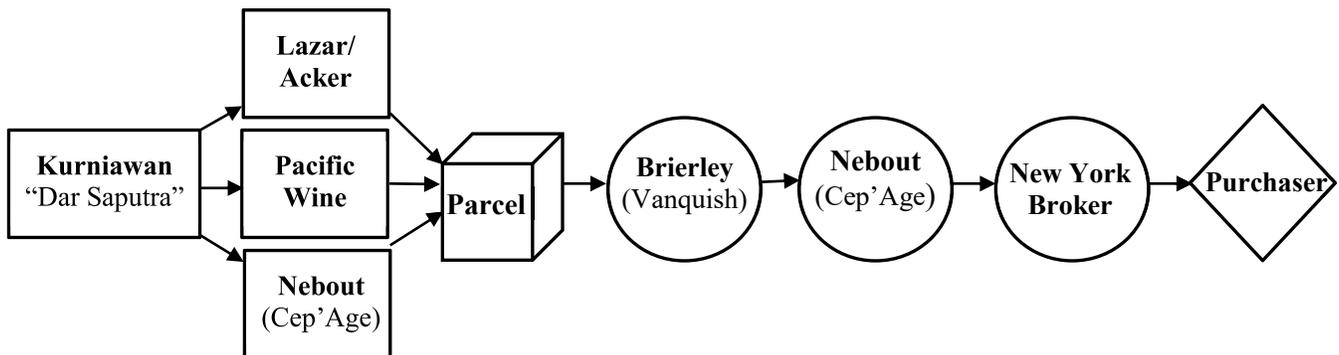
86. Lazar was a known consignor of Kurniawan’s wines, and thus it was essential to the Scheme’s success that Lazar’s involvement with the Parcel also be concealed from Hrothgar and Mission. Accordingly, Lazar arranged for Acker to ship the wine directly to Saputra’s Wine Cellarage account.

87. As per Lazar’s instructions, on July 27, 2011, 15 bottles and 10 magnums of DRC wine were delivered to Dar Saputra’s account at Wine Cellarage. Upon information and belief, Lazar knew or should have known that these bottles and magnums were counterfeit and that they were going to be sold to Plaintiff.

88. Second, upon information and belief, Kurniawan arranged to have dozens of counterfeit DRC bottles shipped from Pacific Wine Distributors (“Pacific”) in California to his account at Wine Cellarage in advance of the July 28 inspection. Pacific Wine Distributors is a wine storage and shipping facility located in Irwindale, California that Kurniawan employed to store and ship the arsenal of counterfeit wines that he created.

89. And third, three bottles contained in the Parcel were delivered to Wine Cellarage via a UPS shipment from France. Upon information and belief, these bottles came from Nebout.

90. Accordingly, upon information and belief, the Defendants organized the scheme so that the wine would travel in the following manner:



**C. A Renowned Burgundy Expert Inspects The Parcel And Determines It Is Authentic**

91. On the morning of July 28, 2011, Defendants arrived at Wine Cellarage to unpack the boxes and organize the Parcel for the inspection by Hrothgar's agent, Mission, and its authentication expert, Geoffrey Troy. Upon information and belief, while preparing for the inspection, Defendants Brierley, Nebout, and the New York Broker each saw labels on the boxes indicating that the DRC wine included in the Parcel had come from Dar Saputra.

92. Later that day, Alex Gelleri (of Mission Fine Wines), the D.C. Broker, and Geoff Troy met with the New York Broker, Nebout, and Brierley at Wine Cellarage to inspect the Parcel. Upon information and belief, the parties' roles at the inspection were as follows:

- a. Gelleri (Mission Fine Wines) – agent for Hrothgar, purchaser of the Parcel
- b. Troy – independent Burgundy expert engaged by Mission and Hrothgar to inspect the Parcel for authenticity and condition
- c. The D.C. Broker – business associate of both Palmiotti and the New York Broker; the New York Broker used the D.C. Broker as a middleman to connect him with Palmiotti
- d. The New York Broker – broker responsible for sourcing a purchaser for Defendants in order to facilitate the sale
- e. Nebout (Cep'Age) – agent for seller; intermediary between the New York Broker and Brierley; supplier of a portion of the Parcel
- f. Brierley (Vanquish) – agent for seller; organized inspection with Wine Cellarage
- g. Lazar – intentionally absent from inspection; removed counterfeit Kurniawan wine from Acker auction and shipped to Saputra account at Wine Cellarage for inclusion in Parcel for sale to Hrothgar

h. Kurniawan – intentionally absent from inspection; created counterfeit DRC wine and conspired with Defendants to curate select counterfeit bottles for sale as a “Parcel” to Hrothgar

93. Mission believed that Troy conducted a thorough authentication analysis, which included careful inspection of the labels, ullage, corks, and wine color, among other traits of each bottle in the Parcel.

94. Further, at the inspection, Defendants Brierley and Nebout, as well as the New York Broker, continued to represent to Mission and Troy that the bottles contained authentic DRC wine of the vintage and appellation stated on the labels. Brierley and Nebout also continued to affirm their previous representations suggesting that the seller was Donald Stott.

95. Yet, at the time of the inspection, the Defendants knew – or should have known – the following facts that directly contradicted their representations to Mission: the wine in the Parcel was counterfeit and created by Kurniawan; the labels, bottles, and corks misrepresented the vintages, producers, and contents of the bottles; and the “seller” of the Parcel was Kurniawan, acting under the alias “Dar Saputra.”

96. All of these material facts were affirmatively misrepresented to Mission, Hrothgar, and Troy at the time of the inspection because Defendants knew that if any of the true facts were revealed, Troy would conclude that the bottles were fictitious and Hrothgar would never agree to purchase the Parcel.

97. On July 29, 2011 Troy issued his report regarding the “condition and authenticity” of the DRC Parcel. Troy confirmed the authenticity of the wine that comprised the final Parcel and opined that each of the vintages was in “perfect,” “excellent” or “very good” condition.

98. On August 2, 2011, the New York Broker provided Mission with an invoice identifying “1 DRC PARCEL including”:

- 6 mags 1971 La Tache (0836 to 0841)
- 6 mags 1978 La Tache (001 to 006)
- 1 mag 1990 La Tache numbered 088
- 1 x 12 bt OWC 1962 Romanée-Conti (0685 to 0696)
- 12 mags 1962 Romanée-Conti (001 to 012)
- 2 x 12 bt OWC 1966 Romanée-Conti (03783-03794 + 07838-07849)
- 12 bts 1971 Romanée-Conti (01181 to 01192)
- 12 mags 1971 Romanée-Conti (0038-0039-0041-0044-0046-0047-0048-0051-0053-0054)
- 12 bts 1978 Romanée-Conti (00165-00176)
- 6 mags 1980 Romanée-Conti (0019-0024)
- 12 bts 1982 Romanée-Conti (2175-2186)
- 1 jeroboam (3L) 1985 Romanée-Conti (000008)
- 1 mag 1990 Romanée-Conti (00035)
- 12 bts 1962 Romanée-Conti (8322 to 8333)
- 1 bt 1961 Romanée-Conti (5020)
- 1 bt 1978 Romanée-Conti (2864)
- 1 bt 1989 Romanée-Conti (0314)

99. The August 2 invoice further represented that “[b]ottles and magnums have been confirmed with an inspection the 28th day of July to the Wine Cellarage.”

100. Mission – and Hrothgar – relied on the invoice and specifically its representations that (a) the wine was produced by DRC; (b) the wine was of the appellation indicated; (c) the

wine was of the vintage indicated; (d) the bottle numbers were those given to the wine by the domaine; and (e) the wines described as “OWC” were being sold in their original wooden cases.

101. Defendants knew, or should have known, at the time they distributed this invoice that such representations were materially false. In fact, by selling and distributing the Parcel, Defendants affirmed the truth of these representations despite knowing that such representations were false.

102. Further, Defendants knew that Mission and Hrothgar would rely on these representations in finalizing their purchase of the Parcel. Indeed, in an August 2, 2011 email, Hrothgar’s principal confirmed his belief that after the July 28 inspection and Troy’s subsequent report, the wine was genuine as represented by Defendants.

**D. Hrothgar Agrees To Purchase The Parcel and Defendants Funnel The Money To Each Other Through Multiple, International Transfers**

103. After the inspection concluded and Troy provided his authentication report, Hrothgar believed there were no doubts about the authenticity of the Parcel.

104. In deciding to purchase the Parcel, Hrothgar specifically relied on, among other things, the information that Defendants provided regarding the seller of the Parcel, as well as the authenticity, vintages, producer, and appellations of the bottles contained in the Parcel. Of course, the Defendants knew that these representations would be material to Mission and its client and that they would rely on the representations in electing to spend over \$2 million to purchase the Parcel.

105. Mission advised Hrothgar to wire the remainder of the payment to the D.C. Broker.

106. Upon information and belief, Defendants had instructed the D.C. Broker that once he received the remaining \$2.24 million from Hrothgar, he was supposed to forward the money

to the New York Broker to hold in escrow until the Parcel was released from Wine Cellarage to Western Carriers. Essentially, there was supposed to be a simultaneous release of the money from escrow and the Parcel to Western Carriers.

107. However, unbeknownst to Plaintiff, this simultaneous release did not occur.

108. Rather, on August 5, 2011, after Hrothgar wired the \$2.24 million to the D.C. Broker, who then forwarded the funds to the New York Broker that same day. The New York Broker, upon information and belief, never set up an escrow account. Instead, the New York Broker took a lump sum payment for himself and wired the remaining funds to Nebout/Cep'Age in France. At this time, the New York Broker had received full payment for the Parcel but failed to make a simultaneous transfer to Western Carriers.

109. Upon information and belief, once Nebout received the transfer, he removed his share of the profits and transferred the remainder to Vanquish in London.

110. Upon information and belief, on or about August 12, 2011, the money finally reached Vanquish's account in London.

111. Upon information and belief, Lazar and Kurniawan also received a portion of the profits via arrangements with one or more of the other Defendants.

112. Once the Defendants had been paid, on August 12, 2011, Kurniawan contacted Wine Cellarage from his Saputra email address to authorize the release of the Parcel to Brierley's account so that Brierley could facilitate the transfer to Western Carriers.

113. On or about August 13, 2011, Brierley contacted Wine Cellarage to confirm the transfer from Saputra's account and to instruct Wine Cellarage that the Parcel needed to "be stripped of anything that would identify Dar" before the Parcel could be released to Western

Carriers. Indeed, the transfer to Western Carriers was delayed until August 15, 2011 so that there was to time to ensure that “there are no identifiers of the seller on the boxes.”

114. On or about August 15, 2011, the New York Broker facilitated the release of the Parcel from Wine Cellarage to Western Carriers/Nest Egg and personally oversaw the transfer of the Parcel box by box.

115. Thus, instead of a simultaneous transfer of wine and funds from escrow, it took the Defendants over one week to release of the wine.

116. The final Parcel released to Western Carriers/Nest Egg contained the following bottles:

<b>Qty</b>	<b>Size</b>	<b>Vintage</b>	<b>DRC Appellation</b>	<b>Bottle #</b>
6	1.5L	1971	La Tache	0836-0841
6	1.5L	1978	La Tache	001-006
1	1.5L	1990	La Tache	088
1	750ml	1961	Romanée-Conti	5020
12	750ml	1962	Romanée-Conti	8322-8333
12	750ml	1962	Romanée-Conti	0685-0696
12	1.5L	1962	Romanée-Conti	001-012
12	750ml	1966	Romanée-Conti	03783-03794
12	750ml	1966	Romanée-Conti	07838-07849
12	750ml	1971	Romanée-Conti	01181-01192
12	1.5L	1971	Romanée-Conti	0038-39, 0041-44, 0046-48, 0051, 0053-54
12	750ml	1978	Romanée-Conti	169-180
1	750ml	1978	Romanée-Conti	002864
6	1.5L	1980	Romanée-Conti	0019-0024
12	750ml	1982	Romanée-Conti	2175-2186
1	3L	1985	Romanée-Conti	8
1	750ml	1989	Romanée-Conti	0314
1	1.5L	1990	Romanée-Conti	35

117. Upon information and belief, not a single one of these bottles actually contains DRC wine from the producer, vintage and/or appellation as indicated on the label and as represented by Defendants. Further, upon information and belief, not a single one of these

bottles came from a wealthy, retired financier from the Northeast. Rather, each bottle contains counterfeit wine created by Kurniawan.

### **III. After Purchasing The Parcel, Hrothgar Learned That The Wine Was Counterfeit**

#### **A. Vanquish Continued To Sell Counterfeit Wine Sourced From Kurniawan**

118. Months after the sale of the Parcel, Vanquish again attempted to profit from the sale of bottles of counterfeit wine, and in fact, attempted to sell one of the *exact* bottles of wine that was included in Hrothgar's Parcel.

119. Specifically, in early February 2012, Vanquish prepared to auction rare bottles of wine, including bottles of DRC. For this auction, Vanquish partnered with Spectrum Wine Auctions ("Spectrum"), an auction house located in the United States.

120. In connection with the auction – which was known as the "Vanquish/Spectrum Auction" – Vanquish sent out a catalog to all potential purchasers of fine wine. The catalog contained a listing of each bottle included in the auction, as well as detailed information about each bottle.

121. The auction catalog, however, conspicuously omitted one crucial piece of information: the provenance of any of the bottles of wines.

122. Upon information and belief, had it contained provenance information, Vanquish would have disclosed that many of its bottles originally came from Kurniawan, including purported bottles of DRC. But Vanquish did not disclose that Kurniawan was the seller of a large portion of the wines in the auction catalog.

123. On February 8, 2012, Vanquish and Spectrum held the Auction and Brierley acted as the auctioneer. At the auction, Vanquish and Spectrum sold a magnum bottle of 1971 DRC Romanée-Conti, bearing bottle number 0048.

124. The Hrothgar Parcel included a magnum bottle of 1971 DRC Romanée-Conti containing the exact same bottle number: 0048.

125. It is impossible for two bottles of wine, containing the same type of wine and vintage, to have the same bottle number.

**B. Kurniawan Is Arrested And Hrothgar Conducts An Additional Investigation Into The Authenticity Of The Parcel**

126. In or about March 2012, Kurniawan was arrested for creating and selling fictitious wine.

127. After learning of Kurniawan's arrest and the issues relating to the Vanquish/Spectrum Auction, Hrothgar conducted a further investigation into the authenticity of the Parcel of wine that it had purchased.

128. To do so, Hrothgar contacted the expert who authenticated the Parcel during the inspection, Geoffrey Troy, to determine whether his opinion of the authenticity of the Parcel had changed.

129. Troy responded in an email: "I have looked at all the photos that I have and feel comfortable with my report."

130. Hrothgar wanted a second confirmation in light of Kurniawan's arrest. It reached out to Defendants and received this response from Xavier Nebout: "We are very comfortable with the provenance and we encourage you to contact the DRC for inspection to clarify this situation."

131. Hrothgar heeded Nebout's advice and in May 2012, Hrothgar's principals and Palmiotti and Gelleri travelled directly to the source of their wine – the Domaine de la Romanée-Conti vineyard (the "Domaine"), located in the Burgundy region of France. The group took with

them a sampling of the wine from the Parcel in the hopes that the Domaine would inspect the bottles and render an opinion as to their authenticity.

132. The Domaine agreed to inspect approximately 10 bottles of wine from the Parcel.

133. Shortly thereafter, on May 31, 2012, Aubert de Villaine, the co-owner of the Domaine, emailed his initial impressions of the bottles. He wrote: “Each of the bottle or magnum shows elements that tend to be doubtful regarding the authenticity of the labeling and other elements that seem [to] conform to the original labeling. Not one can escape this double observation.”

134. Mr. de Villaine continued: “Amongst problems that we have seen on the labels: printing too fat, topography of the neck-label questionable, paper too white . . . We could enumerate a number of elements.”

135. Mission, on behalf of Hrothgar, requested that the Domaine provide a more formal report of its findings.

136. The Domaine issued a more formal report on June 27, 2012. In that report, the Domaine made clear that it found numerous issues and inconsistencies with the bottles. But it could not definitively conclude that the wines were inauthentic or counterfeit.

**C. The New York Broker Attempts To Repurchase The Wine Parcel**

137. Beginning in 2013, the New York Broker began to feverishly attempt to repurchase the Parcel of wine from Hrothgar.

138. To entice Hrothgar to sell back the Parcel, the New York Broker made additional representations regarding its authenticity.

139. Indeed, on numerous occasions, the New York Broker attempted to reassure Hrothgar that its Parcel was authentic. For example, he wrote in one email:

1) I am the foremost expert in the sale of large old One of a Kind parcels of Burgundy and Bordeaux.

2) [The New York Broker] has sold more parcels of One of a Kind Burgundy and Bordeaux than any other entity in the world.

3) [The New York Broker] guarantees the authenticity of every bottle sold.

4) In the 17 years that [the New York Broker] has operated in the international wine trade at the highest level we have never had the authenticity successfully challenged of any bottle we have sold.

140. Hrothgar then asked Geoffrey Troy to opine on the veracity of his initial report.

141. Mr. Troy responded: “in light of what [I] now know about this parcel it would be best for you not to rely on me for an expert opinion at this particular time.”

142. As a result, Hrothgar did not sell back its Parcel to the New York Broker.

**D. During Kurniawan’s Trial, The Government’s Expert Determined That The Parcel Is Fake**

143. Kurniawan’s trial took place over a two week period in December 2013.

144. The evidence at trial revealed that Kurniawan used his purportedly exceptional palate to blend younger, less expensive wines with older French wines of poor vintages in order to mimic the color, taste and character of some of the rarest – and most expensive – French wines in the world. Kurniawan would then pour his blend into empty bottles of old and rare wine that he had amassed from various sources. He would then finish the bottles with counterfeit labels, corks, and capsules that he carefully created in his home laboratory to mimic those of the finest French domaines.

145. The evidence at trial also showed that Kurniawan spent many years perfecting his scheme and his counterfeit bottles deceived hundreds of the most savvy wine connoisseurs, experts, and auction houses around the globe.

146. After deliberating for mere hours, the jury found Kurniawan guilty of one count of mail fraud in connection with his elaborate scheme to create and sell millions of dollars of counterfeit wine, and one count of wire fraud for fraudulently obtaining a \$3 million loan from a financing company.

147. On August 7, 2014, Judge Berman of the United States District Court for the Southern District of New York sentenced Kurniawan to 10 years in prison, ordered forfeiture in the amount of \$20 million, and ordered Kurniawan to pay \$29,394,512.50 in restitution to numerous victims, including Mission Fine Wines.

148. As part of the sentencing and restitution phase of the Kurniawan trial, the government's expert, Maureen Downey, inspected the Parcel, which at that time exhibited deteriorating characteristics.

149. Based on her examination and analysis, coupled with the information that she had learned after Kurniawan's arrest, Downey was able to conclusively determine that virtually the entire Parcel was fake.

**FIRST CLAIM FOR RELIEF**  
**(Fraud As Against All Defendants Except Lazar)**

150. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

151. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout intentionally made material misrepresentations of fact to Plaintiff and its agents about the authenticity, contents and provenance of the Parcel to induce Plaintiff to purchase the Parcel.

152. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout knew that the representations they made to Plaintiff and its agents were false.

153. Specifically, to induce Plaintiff to purchase the Parcel, Defendants Vanquish, Brierley, Kurniawan, Cep'Age and Nebout represented both orally and in writing that (a) the bottles in the Parcel were produced by DRC; (b) each bottle was of the appellation indicated; (c) the wine was of the vintage indicated; (d) the bottle numbers were those given to the wine by the Domaine; and (e) the wines described as "OWC" were being sold in their original wooden cases.

154. These representations made by Defendants regarding the authenticity, vintages, producer, and appellations of the wine being sold to Plaintiff were false and were made by Defendants either with knowledge of their falsity or with reckless disregard for the indicators that such representations were false. Indeed, Defendants knew – or should have known – that the Parcel contained counterfeit DRC wine created by Kurniawan and that it had no value.

155. Defendants' material misrepresentations regarding the producer, appellation, vintage and bottle number were literally printed on each counterfeit bottle in the Parcel sold to Plaintiff. By selling and distributing the Parcel, Defendants affirmed the truth of these representations despite knowing that such representations were false. By their nature, these representations are continuous and ongoing.

156. In addition, Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout made material misrepresentations regarding the Parcel's provenance and the identity of the seller.

157. The statements regarding provenance and the seller's identity were false and were made by Defendants with knowledge of their falsity or with reckless disregard for the indicators that such representations were false. Indeed, Defendants knew – or should have known – that the seller was actually Kurniawan acting under the alias Dar Saputra.

158. Plaintiff and its agents actually and reasonably relied on these misrepresentations of fact regarding the authenticity and provenance of the Parcel – *i.e.*, misrepresentations regarding the producer, appellation, vintage and bottle numbers of the wine contained in the Parcel, as well as the representations regarding the identity of the seller – in deciding to purchase the Parcel for \$2.45 million.

159. Plaintiff would not have purchased the Parcel if it or its agents had not read such representations in Defendants’ emails, invoices and other sales and promotional materials, and if Plaintiff or its agent had not heard such misrepresentations during telephone conversations and at the July 28, 2011 inspection. Moreover, Plaintiff would not have purchased the Parcel if the representations as to authenticity, producer, appellation, vintage, and bottle number were not printed on the label of each bottle.

160. Vanquish, Brierley, Kurniawan, Cep’Age, and Nebout’s material misrepresentations of fact proximately caused Plaintiff injury in an amount not less than \$2.45 million, plus prejudgment interest.

161. Because Defendants Vanquish, Brierley, Kurniawan, Cep’Age, and Nebout engaged in the fraudulent conduct stated in this Complaint willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**(Aiding and Abetting Fraud As Against All Defendants)**

162. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

163. Defendants perpetrated a fraud upon Plaintiff and its agents, as set forth herein.

164. Kurniawan had knowledge of the fraud because, at least as early as 2002, Kurniawan sold or attempted to sell millions of dollars’ worth of counterfeit wine that he

manufactured in his home. Kurniawan blended lower-priced wines to mimic the taste and character of rare and expensive wine, poured his creations into empty bottles of old and rare wine that he procured, and finished the bottles with corks and labels he created. Kurniawan did, in fact, defraud Plaintiff, in that Kurniawan created the counterfeit bottles of DRC that comprised the Parcel sold to Plaintiff. As Kurniawan intended and expected, Plaintiff relied on Kurniawan's fraudulent and misleading labels and other representations regarding the 132 bottles in the Parcel in deciding to purchase the Parcel at a price that far exceeded its actual value.

165. At all times relevant to the Complaint, Defendants knew that Kurniawan was acting to defraud Plaintiff, third parties, and purchasers and collectors of fine and rare wines by creating and selling wines that Defendants knew – or should have known – were counterfeit, but which Kurniawan represented to be genuine. Further, at all times relevant to the Complaint, Defendants knew that Kurniawan was selling the Parcel under the alias Dar Saputra and that Kurniawan would use the Saputra alias when he was trading in counterfeit wine. Finally, at all relevant times, Defendants knew that the Parcel was comprised of 132 bottles that had no actual provenance.

166. Lazar, Vanquish, Brierley, Cep'Age, and Nebout had further knowledge of the fraud because they had all previously acted as a broker, agent and consignor for Kurniawan and had been responsible for promoting, marketing, and selling Kurniawan's counterfeit wine at auction and/or through private sales on Kurniawan's behalf.

167. Defendants all provided substantial assistance in advancing the fraud perpetrated on Plaintiff. Among other things, Defendants provided substantial assistance by: (1) agreeing to promote and sell into the marketplace wine from "Dar Saputra" despite knowing that Saputra was an alias for Kurniawan and that Kurniawan was a prolific and expert counterfeiter who was

defrauding Plaintiff and other wine collectors; (2) inventing a fake provenance for the Parcel, including details of a fictitious seller that would lull Plaintiff in to believe the seller was Donald Stott; (3) promoting and marketing the Parcel to Plaintiff via telephone calls, emails, sales materials, and through oral representations at the July 28 inspection; (4) affirming the authenticity of the Parcel via telephone calls, emails, sales materials, and through oral representations at the July 28 inspection; (5) concealing any reference to Saputra so that Plaintiff and its agent would never learn of Kurniawan's involvement in the sale.

168. Lazar provided further substantial assistance by withdrawing bottles of counterfeit DRC from an Acker auction and coordinating their shipment to Kurniawan's "Dar Saputra" account at Wine Cellarage so they would be available for sale to Plaintiff and for viewing at the July 28 inspection.

169. Nebout and Cep'Age provided further substantial assistance by shipping three bottles of Kurniawan's counterfeit wine from France to Wine Cellarage to be included in the Parcel.

170. Defendants Vanquish, Brierley, Cep'Age and Nebout provided further substantial assistance by acting as an agent for Kurniawan in connection with the sale of the Parcel and, specifically, at the July 28 inspection at Wine Cellarage.

171. In addition, Vanquish and Brierley provided substantial assistance by, *inter alia*, facilitating the opening of Kurniawan's account at Wine Cellarage under the Saputra alias, coordinating the inspection with Wine Cellarage, and communicating with Wine Cellarage to remove any references to "Dar Saputra" before releasing the Parcel to Plaintiff.

172. Defendants' actions in enabling, assisting, encouraging, and concealing the fraud proximately caused Plaintiff's damages.

173. As a result of the fraud, Plaintiff suffered damages in an amount to be determined at trial, but no less than \$2.45 million, plus prejudgment interest.

174. Because Defendants engaged in the fraudulent conduct stated in this Complaint willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages.

**THIRD CLAIM FOR RELIEF**  
**(Conspiracy to Commit Fraud As Against All Defendants)**

175. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

176. Defendants perpetrated a fraud upon Plaintiff and its agents as set forth herein.

177. At all times relevant to this Complaint, Defendants maintained a corrupt agreement and enterprise in which each committed an overt act in furtherance of a conspiracy to knowingly fabricate and misrepresent the authenticity, provenance, and contents of a Parcel of counterfeit DRC wine for the purpose of selling the wine as authentic and in order to defraud Plaintiff of \$2.45 million.

178. Plaintiff was proximately injured as a result and has suffered damages in an amount to be determined at trial but not less than \$2.45 million, plus prejudgment statutory interest.

179. Because Defendants engaged in the fraudulent conduct stated in this Complaint willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages.

**FOURTH CLAIM FOR RELIEF**  
**(Fraudulent Concealment As Against All Defendants Except Lazar)**

180. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

181. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout each intentionally omitted material facts from Plaintiff regarding the authenticity, contents and provenance of the Parcel to induce Plaintiff to purchase the Parcel.

182. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout knew that they each held superior knowledge relative to Plaintiff and a duty to disclose material facts concerning the Parcel, and each acted with the intent to deceive Plaintiff into purchasing the Parcel by not disclosing material facts that would have put Plaintiff on notice that the Parcel was inauthentic and that its provenance and contents had been misrepresented.

183. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout each had superior knowledge regarding the authenticity, provenance and seller of the Parcel that was not available to Plaintiff or its agents, including:

- a. that Kurniawan was the source of the Parcel;
- b. that Kurniawan was selling the Parcel under his alias, "Dar Saputra";
- c. that the Parcel contained counterfeit DRC wine shipped from Kurniawan's warehouse, from Marc Lazar and from Xavier Nebout;
- d. that the wine in the Parcel did not come from DRC and was not of the vintage and appellation indicated on the label but, rather, was created at Kurniawan's home laboratory using a mixture of low quality wine.

184. Indeed, the Defendants went to great lengths to conceal these facts from Plaintiff and its agents, because Defendants knew that Plaintiff would never have purchased the Parcel if Plaintiff or its agents knew that the Parcel did not contain the fine and rare bottles of DRC of the appellations and vintages represented, if they knew that the wines were actually created by

Kurniawan, and if they knew that the seller was not actually a wealthy, retired Wall Street executive that wished to remain anonymous.

185. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout knew that Plaintiff and its agents had acted and purchased the Parcel on the basis of mistaken and incomplete knowledge.

186. Plaintiff actually and justifiably relied on Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout's material omissions of fact and those material omissions of fact proximately caused Plaintiff injury in an amount not less than \$2.45 million, the precise amount of which to be determined at trial.

187. As a result of Defendants' willful, wanton and morally culpable conduct, aimed at the public generally, Plaintiff is engaged to recover punitive damages in an amount to be determined at trial.

#### **FIFTH CLAIM FOR RELIEF**

#### **(Aiding and Abetting Fraudulent Concealment As Against All Defendants)**

188. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

189. Defendants perpetrated a fraud upon Plaintiff as set forth herein.

190. Kurniawan knew of the fraudulent concealment because, at least as early as 2002, Kurniawan sold or attempted to sell millions of dollars' worth of counterfeit wine that he manufactured in his home. Kurniawan blended lower-priced wines to mimic the taste and character of rare and expensive wine, poured his creations into empty bottles of old and rare wine that he procured, and finished the bottles with corks and labels he created. Kurniawan did, in fact, defraud Plaintiff, in that Kurniawan created the counterfeit bottles of DRC that comprised the Parcel sold to Plaintiff. As Kurniawan intended and expected, Plaintiff relied on Kurniawan's material omissions of fact in purchasing the 132 bottles in the Parcel at prices that far exceeded their actual value.

191. At all times relevant to the Complaint, Defendants knew that Kurniawan was fraudulently concealing material facts from Plaintiff, third parties, and purchasers and collectors of fine and rare wines by creating and selling wines that Defendants knew – or should have known – were counterfeit, but which Kurniawan represented to be genuine. Further, at all times relevant to the Complaint, Defendants knew that Kurniawan was selling the Parcel under the alias Dar Saputra and that Kurniawan would use the Saputra alias when he was trading in counterfeit wine. Finally, at all relevant times, Defendants knew that the Parcel was comprised of 132 bottles that had no actual provenance.

192. Lazar, Vanquish, Brierley, Cep'Age, and Nebout had further knowledge of the fraudulent concealment because they had all previously acted as a broker, agent and consignor for Kurniawan and had been responsible for promoting, marketing, and selling Kurniawan's counterfeit wine at auction and/or through private sales on Kurniawan's behalf.

193. Defendants all provided substantial assistance in advancing the fraudulent concealment that was perpetrated upon Plaintiff. Defendants provided substantial assistance by: (1) agreeing to promote and sell into the marketplace wine from "Dar Saputra" despite knowing that Saputra was an alias for Kurniawan and that Kurniawan was a prolific and expert counterfeiter who was defrauding Plaintiff and other wine collectors; (2) inventing a fake provenance for the Parcel, including details of a fictitious seller that would lull Plaintiff in to believe the seller was Don Stott; (3) promoting and marketing the Parcel to Plaintiff via telephone calls, emails, sales materials, and through oral representations at the July 28 inspection; (4) affirming the authenticity of the Parcel via telephone calls, emails, sales materials, and through oral representations at the July 28 inspection; (5) concealing any reference to Saputra so that Plaintiff and its agent would never learn of Kurniawan's involvement in the sale

194. Lazar provided further substantial assistance by withdrawing bottles of counterfeit DRC from an Acker auction and coordinating their shipment to Kurniawan's "Dar Saputra" account at Wine Cellarage so they would be available for sale to Plaintiff and for viewing at the July 28 inspection.

195. Nebout and Cep'Age provided further substantial assistance by shipping three bottles of Kurniawan's counterfeit wine from France to Wine Cellarage to be included in the Parcel.

196. Defendants Vanquish, Brierley, Cep'Age and Nebout provided further substantial assistance by acting as an agent for Kurniawan in connection with the sale of the Parcel and, specifically, at the July 28 inspection at Wine Cellarage.

197. In addition, Vanquish and Brierley provided substantial assistance by, *inter alia*, facilitating the opening of Kurniawan's account at Wine Cellarage under the Saputra alias, coordinating the inspection with Wine Cellarage, and communicating with Wine Cellarage to remove any references to "Dar Saputra" before releasing the Parcel to Plaintiff.

198. Defendants' actions in concealing the fraud proximately caused Plaintiff's damages.

199. As a result of the fraudulent concealment, Plaintiff suffered damages in an amount to be determined at trial, but no less than \$2.45 million, plus prejudgment interest.

200. Because Defendants engaged in the fraudulent concealment stated in this Complaint willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages.

**SIXTH CLAIM FOR RELIEF**  
**(Conspiracy to Commit Fraudulent Concealment As Against All Defendants)**

201. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

202. Defendants fraudulently concealed material facts from Plaintiff and its agents as set forth herein.

203. At all times relevant to this Complaint, Defendants maintained a corrupt agreement and enterprise in which each committed an overt act in furtherance of a conspiracy to knowingly conceal material facts about the fabrication and misrepresented authenticity and provenance of the Parcel for the purpose of selling the wine as authentic and in order to defraud Plaintiff of \$2.45 million.

204. Plaintiff was proximately injured as a result and has suffered damages in an amount to be determined at trial but not less than \$2.45 million, plus prejudgment statutory interest.

205. Because Defendants engaged in the fraudulent concealment stated in this Complaint willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial.

**SEVENTH CLAIM FOR RELIEF**  
**(Negligent Misrepresentation As Against All Defendants Except Lazar)**

206. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

207. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout each possess a unique or specialized expertise in fine and rare wines.

208. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout were in a special position of confidence and trust with Plaintiff, which imposed on each of them a duty to impart correct information to Plaintiff and its agents.

209. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout made material misrepresentations of fact to Plaintiff and its agents about the authenticity, contents and provenance of the Parcel to induce Plaintiff to purchase the Parcel.

210. Specifically, to induce Plaintiff to purchase the Parcel, Defendants Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout represented both orally and in writing that (a) the bottles in the Parcel were produced by DRC; (b) each bottle was of the appellation indicated; (c) the wine was of the vintage indicated; (d) the bottle numbers were those given to the wine by the Domaine; and (e) the wines described as "OWC" were being sold in their original wooden cases.

211. In addition, Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout made material misrepresentations regarding the Parcel's provenance and the identity of the seller.

212. These factual representations made by Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout to Plaintiff regarding the authenticity, vintages, producer, and appellations of the wine being sold, as well as regarding provenance and the seller's identity, were false and misleading.

213. If Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout's statements were not intentionally or recklessly made, then Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout were negligent in making false, incomplete and misleading statements.

214. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout made these factual representations without any reasonable ground for believing them to be true. Indeed, Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout failed to exercise reasonable care or competence in making these representations and in ascertaining or failing to ascertain the truth or falsity of their representations.

215. Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout knew that they held superior information about the Parcel that was not possessed by Plaintiff – and which they were

intentionally concealing from Plaintiff and its agents – including the fact that the seller of the Parcel was “Dar Saputra,” a known alias of Kurniawan.

216. Vanquish, Brierley, Kurniawan, Cep’Age, and Nebout made these false, misleading and incomplete representations of fact with the intent to influence the actions of Plaintiff, its agents, and other collectors and purchasers of fine and rare DRC wine.

217. Plaintiff and its agents actually and reasonably relied on these misrepresentations of fact regarding the authenticity and provenance of the Parcel – *i.e.*, misrepresentations regarding the producer, appellation, vintage and bottle numbers of the wine contained in the Parcel, as well as the representations regarding the identity of the seller – in deciding to purchase the Parcel for \$2.45 million.

218. Vanquish, Brierley, Kurniawan, Cep’Age, and Nebout knew that Plaintiff, its agents, and other collectors and purchasers of fine and rare DRC wine would rely on such representations.

219. Plaintiff would not have purchased the Parcel if it or its agents had not read such representations in Defendants’ emails, invoices and other sales and promotional materials, and if Plaintiff or its agent had not heard such misrepresentations during telephone conversations and at the July 28, 2011 inspection. Moreover, Plaintiff would not have purchased the Parcel if the representations as to authenticity, producer, appellation, vintage, and bottle number were not printed on the label of each bottle.

220. Vanquish, Brierley, Kurniawan, Cep’Age, and Nebout’s material misrepresentations of fact proximately caused Plaintiff injury in an amount not less than \$2.45 million, plus prejudgment interest.

221. Because Defendants made this false, misleading and incomplete representations willfully and maliciously, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial.

**EIGHTH CLAIM FOR RELIEF**  
**(Unilateral Mistake of Fact As Against All Defendants Except Kurniawan and Lazar)**

222. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

223. When Plaintiff agreed to purchase the Parcel, it mistakenly understood that the Parcel contained authentic wine from Domaine de la Romanée-Conti, that it was fully marketable, and that it had a particularly described provenance.

224. Vanquish, Brierley, Cep'Age, and Nebout knew that they had misrepresented the authenticity, contents, provenance and seller of the Parcel.

225. Plaintiff's unilateral mistakes of fact were fundamental to its agreement to purchase the Parcel, and were induced by Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout's fraud and intentional concealment of material facts indicating that the Parcel did not contain authentic DRC wine, was not fully marketable, and was not being sold according to the purported provenance stated by Vanquish, Brierley, Cep'Age, and Nebout.

226. Plaintiff purchased the wine without any knowledge that the above-referenced items were mistakes.

227. Plaintiff could not ascertain the truth concerning their mistaken belief at the time of sale of the Parcel because such information was exclusively in the Defendants' possession.

228. Plaintiff exercised reasonable diligence in investigating the Parcel before purchasing it, *i.e.*, engaging wine authentication expert Geoffrey Troy to examine the Parcel and prepare a report analyzing the authenticity of the Parcel before Plaintiff finalized its purchase.

229. Plaintiff fully performed all of its obligations under the contract.

230. Plaintiff has no adequate remedy at law and is therefore entitled to rescind its \$2.45 million contract to purchase the Parcel.

231. Plaintiff is entitled to damages in an amount not less than \$2.45 million, plus prejudgment statutory interest.

**NINTH CLAIM FOR RELIEF**  
**(Mutual Mistake of Fact As Against All Defendants Except Kurniawan and Lazar)**

232. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

233. When Plaintiff agreed to purchase the Parcel, it mistakenly understood that the Parcel contained authentic wine from Domaine de la Romanée-Conti, that it was fully marketable, and that it had a particularly described provenance.

234. To the extent that Vanquish, Brierley, Cep'Age, and Nebout may be found to have mistakenly understood the Parcel to be authentic, the agreement between Plaintiff and Vanquish, Brierley, Cep'Age, and Nebout for the sale of the Parcel is the product of a mutual mistake of fact that is fundamental to the parties' contract. As a result, the parties' agreement to sell the Parcel did not accomplish their mutual intent.

235. Plaintiff exercised reasonable diligence in investigating the Parcel before purchasing it, *i.e.*, engaging wine authentication expert Geoffrey Troy to examine the Parcel and prepare a report analyzing the authenticity of the Parcel before Plaintiff finalized its purchase.

236. Plaintiff fully performed all of its obligations under the contract.

237. Plaintiff has no adequate remedy at law and is therefore entitled to rescind its \$2.45 million contract to purchase the Parcel.

238. Plaintiff is entitled to damages in an amount not less than \$2.45 million, plus prejudgment statutory interest.

**TENTH CLAIM FOR RELIEF**  
**(Breach of Express Warranty As Against All Defendants Except Lazar)**

239. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

240. At all relevant times, Vanquish, Brierley, Kurniawan, Cep'Age, and Nebout were merchants of fine wines (collectively, "Merchant Defendants").

241. Plaintiff is not a merchant of fine wines.

242. Pursuant to N.Y.U.C.C. § 2-313(1), Vanquish, Brierley, Cep'Age, and Nebout expressly warranted to Plaintiff and its agents that the Parcel was authentic, produced by DRC, contained bottles of the vintages and appellations indicated, had a particular provenance, and were being sold by a wealthy, retired Wall Street executive living in the Northeast. Further, these Defendants warranted that the Parcel contained fine and rare bottles of DRC wine that were of investment quality.

243. Pursuant to N.Y.U.C.C. § 2-313(1), by virtue of the labels Kurniawan created and placed on each bottle of wine in the Parcel, Kurniawan expressly warranted to Plaintiff and its agents that the bottles in the Parcel (a) were produced by DRC; (b) were of the appellation indicated on the label; (c) were of the vintage indicated on the label; (d) were given, by the Domaine, the specific bottle number set forth on the label.

244. All of these warranties by the Merchant Defendants were false.

245. Plaintiff actually and justifiably relied on these warranties in purchasing the Parcel and the Merchant Defendants' warranties were the basis of the bargain with Plaintiff.

246. Plaintiff is entitled to rescind its \$2.45 million contract to purchase the Parcel under the doctrine of equitable tolling, due to the Merchant Defendants' intentional concealment of material facts that were uniquely in their possession, and due to their repeated efforts after Plaintiff's purchase to continue to lull Plaintiff into believing that the Parcel contained authentic

bottles of fine and rare DRC wine of specific vintages and appellations and that such bottles were of investment quality. Those efforts induced Plaintiff not to suspect any wrongdoing by the Merchant Defendants, not to conduct an investigation into the Parcel's authenticity sooner, and not to commence this action sooner.

247. Plaintiff is entitled to damages in an amount not less than \$2.45 million, plus interest, as a result of this breach.

**ELEVENTH CLAIM FOR RELIEF**  
**(Breach of Implied Warranty of Fitness for a Particular Purpose As Against All Defendants Except Kurniawan and Lazar)**

248. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

249. Plaintiff purchased the Parcel for the particular purpose of retaining it as a financial investment in collectible DRC wine.

250. Vanquish, Brierley, Cep'Age, and Nebout knew or had reason to know that Plaintiff wanted to purchase the goods as a financial investment.

251. In selling the Parcel, Vanquish, Brierley, Cep'Age, and Nebout each made an implied warranty under N.Y. U.C.C. § 2-315 that the Parcel was fit for the particular purpose of retaining it as an investment.

252. Plaintiff and its agents reasonably relied on Vanquish, Brierley, Cep'Age, and Nebout's skill and judgment as experienced and reputable merchants of fine and rare wines, including DRC, in purchasing the Parcel.

253. Vanquish, Brierley, Cep'Age, and Nebout knew that Plaintiff and its agents were relying on them.

254. In reality, the Parcel contained low quality counterfeit wine – that was not produced by DRC and not of the specific vintage and DRC appellation as represented – and is

worthless. Thus, the Parcel was not fit for the particular purpose for which it was purchased, *i.e.*, as a financial investment.

255. Plaintiff, through its agents, provided notice to Vanquish, Brierley, Cep'Age, and Nebout that the Parcel was not fit for the particular purpose that it was purchased, *i.e.*, as a financial investment in collectible DRC wine, within a reasonable time after discovering the breach. Specifically, Plaintiff's agents notified Vanquish, Brierley, Cep'Age, and Nebout of their breach within a reasonable time after receiving the June 27, 2012 Report from the Domaine.

256. Plaintiff is entitled to rescind its \$2.45 million contract to purchase the Parcel under the doctrine of equitable tolling, due to Vanquish, Brierley, Cep'Age, and Nebout's intentional concealment of material facts that were uniquely in their possession, and due to their repeated efforts after Plaintiff's purchase to continue to lull Plaintiff into believing that the Parcel contained authentic bottles of fine and rare DRC wine of specific vintages and appellations and that such bottles were of investment quality. Those efforts induced Plaintiff not to suspect any wrongdoing by the Merchant Defendants, not to conduct an investigation into the Parcel's authenticity sooner, and not to commence this action sooner.

257. Plaintiff suffered damages of more than \$2.45 million, plus interest, as a result of this breach.

**TWELFTH CLAIM FOR RELIEF**  
**(Breach of Implied Warranty of Merchantability As Against All Defendants Except Kurniawan and Lazar)**

258. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

259. Vanquish, Brierley, Cep'Age, and Nebout are merchants with respect to the goods of the kind that they sold to Plaintiff (*i.e.*, fine and rare wine), and held themselves out as having knowledge and skill particular to fine and rare wines, including collectible bottles of fine and rare DRC such as that contained in the Parcel.

260. In selling the Parcel, Vanquish, Brierley, Cep'Age, and Nebout each made an implied warranty under N.Y. U.C.C. § 2-314 that the Parcel was merchantable.

261. Vanquish, Brierley, Cep'Age, and Nebout breached this implied warranty of merchantability because the wine contained in the Parcel cannot pass without objection in the trade as authentic and the claimed provenance – that the wine was sold to Plaintiff by a wealthy, retired Wall Street executive – cannot be sustained.

262. Plaintiff, through its agents, provided notice to Vanquish, Brierley, Cep'Age, and Nebout that the Parcel was not merchantable within a reasonable time after discovering the breach. Specifically, Plaintiff's agents notified Vanquish, Brierley, Cep'Age, and Nebout of their breach within a reasonable time after receiving the June 27, 2012 Report from the Domaine.

263. Plaintiff is entitled to rescind its \$2.45 million contract to purchase the Parcel under the doctrine of equitable tolling, due to Vanquish, Brierley, Cep'Age, and Nebout's intentional concealment of material facts that were uniquely in their possession, and due to their repeated efforts after Plaintiff's purchase to continue to lull Plaintiff into believing that the Parcel contained authentic bottles of fine and rare DRC wine of specific vintages and appellations and that such bottles were of investment quality. Those efforts induced Plaintiff not to suspect any wrongdoing by the Merchant Defendants, not to conduct an investigation into the Parcel's authenticity sooner, and not to commence this action sooner.

264. Plaintiff suffered damages of more than \$2.45 million, plus interest, as a result of this breach.

**THIRTEENTH CLAIM FOR RELIEF**  
**(Unjust Enrichment As Against All Defendants)**

265. Plaintiff repeats and realleges all paragraphs above, as if fully set forth herein.

266. Vanquish, Brierley, Kurniawan, Cep'Age, Nebout, and Lazar were unjustly enriched in an amount to be determined at trial through their receipt of proceeds from the sale of a Parcel of counterfeit DRC wine to Plaintiff for \$2.45 million.

267. It is against equity and good conscience to permit Defendants to retain proceeds from Plaintiff's \$2.45 million payment.

WHEREFORE, Plaintiff demands judgment in its favor as follows:

A. On its First Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

B. On its Second Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

C. On its Third Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

D. On its Fourth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

E. On its Fifth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

F. On its Sixth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

G. On its Seventh Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest and punitive damages in an amount to be determined at trial;

H. On its Eighth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

I. On its Ninth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

J. On its Tenth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

K. On its Eleventh Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

L. On its Twelfth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

M. On its Thirteenth Claim for Relief, damages in an amount not less than \$2.45 million, plus prejudgment interest;

N. Such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiffs hereby request a trial by jury on all claims so triable.

Dated: New York, New York  
May 19, 2016

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