

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

Christine Keefe

Plaintiff(s),

-against-

Rosalie James

Defendant(s).

Index No.

*Summons*

Date Index No. Purchased:

To the above named Defendant(s)

Rosalie James  
13308 Alton Road  
Palm Beach Gardens, Florida 33418

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

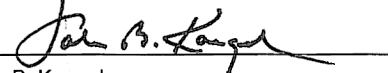
The basis of venue is CPLR § 503 (a), a residence of the Plaintiff which is 205 West 89th Street, New York, New York 10024

Dated: New York, New York

May 10, 2019

Koegel Group LLP

by



John B. Koegel

Attorneys for Plaintiff

Koegel Group, LLP  
180 Varick Street Suite 1102  
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**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action pursuant to CPLR § 301.

3. Venue is proper in this Court under CPLR § 503(a) because Plaintiff maintains a residence in New York County.

**PARTIES**

4. Keefe, the Plaintiff, is an individual with skill and experience in the art world and in the process of achieving sales of works of art. Keefe maintains a residence at 205 West 89<sup>th</sup> Street, New York, New York 10024.

5. Defendant Rosalie James is an individual residing at 13308 Alton Road, Palm Beach Gardens, Florida 33418. She inherited a number of works of art and sought out the services of Keefe to help with establishing arrangements for certain sales of some of the artworks she inherited.

**FACTUAL ALLEGATIONS**

6. Keefe and Defendant became acquainted more than fifteen years ago. Accordingly, Defendant was aware that Plaintiff was an artist and a person with knowledge of the process of selling works of art as well as a person with contacts in the art world.

7. Sometime thereafter, Defendant informed Keefe that she had inherited a number of works of art, some of which she wanted to sell and would need and appreciate assistance in seeking sales of those works. Among the artworks that the Defendant owned were artworks created by the famous artist Mary Cassatt.

8. In or about November 2016, Keefe learned that there was interest in purchasing one or more works by Cassatt and Defendant expressed a desire to have Keefe pursue that possibility. Two of the Cassatt works that Defendant wished to sell were *The Mandolin Player*, 1868. oil on

canvas, 36 ½” x 28 ¾” and *Sketch of Tony*, 1914. pastel on paper, 26” x 21” (hereinafter the Subject Works).

9. Having previously agreed with Defendant that a commission would be paid to Keefe if she were to be successful in making arrangements for a successful sale of any artwork owned by Defendant, Plaintiff looked for opportunities to achieve sales of the Subject Works. This search and effort led to an interest expressed by Adelson Galleries, a well-known art gallery located at 730 Fifth Avenue in New York City. Accordingly, on or about July 20, 2018 Keefe specifically proposed that the Adelson Galleries would be “the best choice” for consigning the Subject Works for sale. Keefe confirmed the understanding that at 10% commission would be due to Keefe upon the sale of any works consigned to the Gallery. Defendant promptly concurred saying “Thanks for all this and it sounds good.”

10. Having received Defendant’s concurrence to the ongoing arrangement for compensation, Keefe sent Defendant a formal agreement setting forth the obligation on the part of Defendant to pay Keefe 10% commission in the event that either or both of the two Subject Works were sold by Adelson Galleries. A copy of this agreement signed by the Defendant and dated July 21, 2016 is annexed as Exhibit A.

11. Upon information and belief, Adelson Galleries sold the Cassatt work entitled *Sketch of Tony*. The retail price for this work was expressly set forth to be \$1 million.

12. Having been informed that the Cassatt work entitled *Sketch of Tony* had been sold, Keefe requested payment of the 10% commission set forth in the Agreement. Defendant ignored and thereby refused this request and all further requests that Keefe tried to communicate to Defendant.

**SOLE CAUSE OF ACTION**  
**(Breach of Contract)**

13. Keefe incorporates Paragraphs 6 through 12 as if fully set forth.

14. On or about July 21, 2016, the parties entered into the Agreement.

15. The Agreement constitutes a valid contract and obligates Defendant to pay Keefe for the Services specified therein.

16. Keefe satisfied her obligations under the Agreement by arranging for the consignment of the Subject Works to Adelson Galleries.

17. Upon information and belief, at least of one of the Subject Works was sold by Adelson Galleries.

18. Defendant has wrongfully and materially breached her contractual obligation to Keefe under the Agreement by failing to pay a 10% commission upon the successful sale of either or both of the Subject Works.

19. As a result of Defendant's breach, Keefe has been damaged in an amount to be determined at trial plus accrued interest to date.

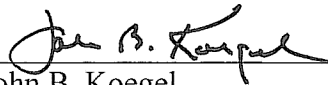
**DEMAND FOR RELIEF**

WHEREFORE, Keefe respectfully requests that this Court enter a judgment:

- (a) Finding that Defendant has breached her obligation under the Agreement to pay a 10% commission on any sale of a Subject Work.
- (b) Awarding damages in an amount to be determined at trial;
- (c) Awarding pre-judgment and post-judgment interest, to the fullest extent allowable at law or in equity;
- (d) Awarding costs and disbursements of this action, including attorney's fees; and
- (e) Granting such other and further relief as this Court deems just and proper.

Dated: New York, New York  
May 10, 2019

KOEGEL GROUP, LLP

By:   
John B. Koegel

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