27

28

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 2 of 100

ACE GALLERY NEW YORK CORPORATION, a California corporation; ACE GALLERY NEW YORK, INC., a dissolved New York corporation; ACE MUSEUM, a California corporation; DOUGLAS CHRISMAS, an individual; SAM LESLIE as TRUSTEE OF THE PLAN TRUST FOR ART & ARCHITECTURE BOOKS OF THE 21st CENTURY,

Cross-Defendants.

TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:

The United States Bankruptcy Court hereby issues the following report and recommendation pursuant to Federal Rules of Bankruptcy Procedure 7056 and 9033 on the Motion of Plaintiff Sam S. Leslie, in his exclusive capacity as Plan Agent ("Plaintiff" or "Plan Agent") for Debtor Art & Architecture Books of the 21st Century, under the confirmed Second Amended Plan of Reorganization of the Official Committee of Unsecured Creditors (the "Plan") for Summary Judgment on Plaintiff's Claims for Conversion and Breach of Fiduciary Duty Against Defendant Douglas Chrismas, Electronic Case Filing No. ("ECF" or Docket No.) 870, filed on February 12, 2021, in the above-captioned adversary proceeding. Plaintiff's claims for conversion and breach of fiduciary duty against Defendant Douglas Chrismas are the eleventh and seventeenth claims for relief in the Sixth Amended Consolidated Complaint, ECF 699, filed on February 19, 2020.

The United States Bankruptcy Court recommends that the United States District Court for the Central District of California adopt the following Statement of Uncontroverted Facts and Conclusions of Law on the Motion of Plaintiff for Summary Judgment on Plaintiff's Claims for Conversion and Breach of Fiduciary Duty Against Defendant Douglas Chrismas and issue an order granting summary judgment in favor of Plaintiff on his claims for conversion and breach of fiduciary duty against Defendant Douglas Chrismas.

The United States Bankruptcy Court determines that it may not enter a final judgment on Plaintiff's claims for conversion and breach of fiduciary duty against Defendant Douglas Chrismas based on the following circumstances. Plaintiff's claims against Defendant Chrismas for conversion and breach of fiduciary duty are noncore claims based on nonbankruptcy law under state law or the

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

common law.

The United States Bankruptcy Court has subject matter jurisdiction over Plaintiff's claims for conversion and breach of fiduciary duty against Defendant Douglas Chrismas under its jurisdiction of 28 U.S.C. § 1334(b) over matters related to a bankruptcy case under the Bankruptcy Code, 11 U.S.C., because such claims are based on alleged tortious acts against the Debtor and its bankruptcy estate as the Plaintiff Plan Agent on behalf of the Debtor seeks to vindicate its rights pursuant to the confirmed plan of reorganization. The Bankruptcy Court may enter final judgment on noncore claims within its related to jurisdiction if such claims relate to the claims allowance process or when the parties consent to the bankruptcy court jurisdiction. Wellness International Network, Ltd. v. Sharif, 575 U.S. 665, 674-686 (2015). The plan agent has expressly consented to bankruptcy court jurisdiction in this adversary proceeding by his statements of consent in status reports filed in this adversary proceeding. Defendant Chrismas in his answers to Plaintiff's complaints expressly stated that he does not consent to the jurisdiction of the bankruptcy court to enter a final judgment.

The United States Bankruptcy Court finds that Defendant Chrismas has not impliedly consented to bankruptcy court jurisdiction to enter a final judgment to determine Plaintiff's claims against him. Absent consent of all of the parties to Plaintiff's claims for conversion and breach of fiduciary duty against Defendant Chrismas, this court lacks jurisdiction to enter a final judgment on these claims.

The United States Bankruptcy Court, however, does have jurisdiction to hear Plaintiff's claims for conversion and breach of fiduciary duty against Defendant Chrismas, which are noncore claims under its "related to" jurisdiction pursuant to 28 U.S.C. § 1334(b) and issue proposed findings of fact and conclusions of law for de novo review by the United States District Court. 28 U.S.C. § 157 (c)(1); Executive Benefits Insurance Agency v. Arkison, 573 U.S. 25, 39-40 (2014). Accordingly, the United States Bankruptcy Court determines that it may issue proposed findings of fact and conclusions of law pursuant to Federal Rule of Bankruptcy Procedure 9033 in submitting its ruling on the motion as a report and recommendation to the United States District Court for the Central District of California for *de novo* review.

1

7 8

6

9 10

11 12

13

14

15 16

17

18

19

20 21 22

23 24 25

26 27

28

Having considered the papers and oral and written arguments of the parties on Plaintiff's pursuant to Federal Rules of Bankruptcy Procedure 7056 and Local Bankruptcy Rule 7056-1, including the Proposed Statement of Uncontroverted Facts and Conclusions of Law submitted by Plaintiff, which the bankruptcy court has independently reviewed and modified, the bankruptcy court adopts the following Statement of Uncontroverted Facts and Conclusions of Law, subject to de novo review of the United States District Court.

<u>NO.</u>	<u>UNCONTROVERTED FACT</u>	SUPPORTING EVIDENCE
	GENERAL FACTS	
1.	From February 19, 2013, the date on which Debtor commenced this bankruptcy case by filing its petition for relief under Chapter 11 of the Bankruptcy Code (the "Petition Date"), through the Effective Date of the confirmed Plan of reorganization (the "Plan") in Debtor's bankruptcy case (the "Effective Date"), April 6, 2016, Chrismas managed the Debtor's business as a Debtor-in-Possession ("DIP") and was its principal and sole shareholder and its primary officer, responsible for its day-to-day management.	Sixth Amended Consolidated Complaint ("6AC"), ECF 699, filed on February 19, 2020, at ¶¶ 1, 23, 25, 26, 27. Defendant Chrismas's Answer to the Sixth Amended Complaint ("Ans."), ECF 703, filed on March 16, 2020, at ¶ 1, 17, 18, 19, 20.

¹ Pursuant to the Court's April 27, 2021 tentative ruling for a hearing on the pending summary judgment motion against Douglas Chrismas scheduled for April 28, 2021, Plaintiff Sam S. Leslie, in his exclusive capacity as Plan Agent (the "Plan Agent" or "Plaintiff") for Art & Architecture Books of the 21st Century, under the confirmed Second Amended Plan of Reorganization of the Official Committee of Unsecured Creditors (the "Plan"), hereby submitted a Supplemental Statement of Uncontroverted Facts and Conclusions of Law ("SSUF") in support of his Motion for Summary Judgment Against Defendant Douglas Chrismas previously filed pursuant to Federal Rule of Bankruptcy Procedure 7056 and Local Bankruptcy Rule 7056-1 (ECF 1000, filed on June 9, 2021). Included as Exhibit A to Plaintiff's SSUF is Exhibit C to the Expert Report of Jennifer Ziegler, which is a chart representing, as stated on the exhibit, "Debtor's Art Sales Deposited into Ace Gallery New York Corporation & Inc., Ace Museum, and 400 S. La Brea, LLC," and the chart has been modified only to add line item references and is referred to herein as "Ziegler Referenced Exhibit C (Diverted Art Sales Chart)". The Expert Report of Jennifer Ziegler, dated October 30, 2020, is attached as Exhibit 1 to the Declaration of Jennifer E. Ziegler in Support of Plaintiff's Motion for Summary Judgment ("Ziegler Decl. II"), ECF 873, filed on February 12, 2021, and to the [Corrected] Supplemental Declaration of Jennifer E. Ziegler, CPA, in Support of Motion for Summary Judgment on Plaintiff's Claims for Conversion and Breach of Fiduciary Duty against Defendant Douglas Chrismas, ECF 1196, filed on December 20, 2021.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 5 of 100

1	2.	At various times prior to the Effective Date,	6AC at ¶ 21.
		Chrismas was in control of Defendants Ace Gallery NY Corporation ("Ace NY"), Ace	Ans. at ¶ 15.
2		Gallery NY, Inc. ("Old Ace NY"), and Ace	
3		Museum, a non-profit California Corporation.	
4	3.	On April 6, 2016, the effective date of the Plan	Declaration of Sam S.
5		Agent's appointment under the Plan (the "Effective Date"), Plan Agent took control and	Leslie in Support of Plaintiff's Motion for
		possession of the Debtor's premises and	Summary Judgment
6		operations located at: (i) 5514 Wilshire Blvd, Los Angeles, CA 90036 (the "Mid-Wilshire	("Leslie Decl. II"), ECF 872, filed on February 12,
7		Location"); and (ii) 9430 Wilshire Blvd., Beverly	2021, at ¶ 3.
8		Hills, CA 90212 (the "BH Gallery").	
9			
10			ICEL CA EVON
11		FACTS RELATED TO PLAN AGENT'S INVE	STIGATION
		OF DEBTOR AND ACE NYC	
12	4.	When Plan Agent took over Debtor, Plan Agent	Laglia Deal, Hat ¶ 4
13	4.	immediately took steps to capture the data on the	Leslie Decl. II at ¶ 4.
14		computers on the premises of the Debtor, among other things, by "mirroring" all the hard drives of	
15		the computers on site and ensuring that all paper files were all preserved, maintained and	
		safeguarded.	
16	5.	Based on the preservation of the data on and	Leslie Decl. II at ¶ 4.
17		subsequent review of the Debtor's computer system and files and from my interviews with	
18		former employees who helped to prepare and	
19		maintain the Debtor's books and records, by taking control of the Debtor's computers and	
20		files, Plan Agent was also able to obtain the	
		books and records of certain corporations owned and operated by Mr. Chrismas because they were	
21		all maintained on the same computers and server over which the Plan Agent had control.	
22		_	T 1' D 1 H 4 4 4
23	6.	These additional records included accounting information for Ace Museum, Ace Gallery New	Leslie Decl. II at ¶ 4.
24		York Corporation, and the dissolved Ace Gallery New York Inc. (collectively, the "Non-Debtor"	
25		Entities"), as well as certain "paper" files.	
	7.	When Plan Agent took over the Debtor's	Leslie Decl. II at ¶ 5.
26		business, he needed to gain an immediate and intricate understanding of the Debtor's ordinary	ıı ıı
27		course business operations so that he could	
28		continue to operate the business as required under the Court's order appointing the Plan	
- 11	-		

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 6 of 100

- 11			
1		Agent.	
2	8.	On April 6, 2016, Mr. Chrismas admitted to Plan Agent that he had taken funds from the Debtor's	Leslie Decl. II at ¶ 5.
3		bank account to pay rent for Ace Museum.	
4	9.	Over the course of the initial weeks of Plan Agent's engagement, he became familiar with the Debtor's inventory of owned artworks, inventory	Leslie Decl. II at ¶ 6.
5 6		of consigned artworks, past customers, artists under contract, employees and vendors.	
7	10.	In addition, Plan Agent became familiar with the basic business operations of Debtor, such as the	Leslie Decl. II at ¶ 6.
8		form contracts used with artists, the accounting program, the procedures for invoicing	
9		purchasers, and other such ordinary course practices.	
10	11.	As a result of this analysis, Plan Agent developed an extensive understanding of the Debtor's pre	Leslie Decl. II at ¶ 7.
12		and post-petition operations, including the details of the fraud that was carried out by Douglas	
13		Chrismas during his tenure running the Debtor's operations prior to and after the Effective Date.	
14	12.	Plan Agent and his staff discovered that Douglas	Leslie Decl. II at ¶ 7.
15		Chrismas had not accurately recorded proceeds from Art Property for sales in the Debtor's books	Declaration of Timothy Kincaid in Support of
16		and records and bank accounts, but instead had deposited proceeds from the sales to non-debtor	Plaintiff's Motion for
17		accounts, i.e., the non-debtor entity Ace Gallery New York Corporation ("Ace NYC") and others	Preliminary Injunction, ECF 216 ("Kincaid Decl.")
18		even though the sale proceeds were property of the Debtor's estate.	at 1-15 and exhibits attached thereto.
19	13.	Plan Agent's investigation revealed that Ace NYC was a shell entity that had no actual	Leslie Decl. II at ¶ 8.
20		business or assets of its own.	
21	14.	The investigation revealed that Ace NYC was a corporate name and a bank account that was used	Leslie Decl. II at ¶ 8.
22		by Mr. Chrismas to funnel assets of Debtor's Bankruptcy Estate to third parties.	Kincaid Decl. at 1-15 and exhibits attached thereto.
23	15.	The Plan Agent's investigation revealed that	Leslie Decl. II at ¶ 9.
24		although all of the artist contracts and consignment agreements that Plan Agent located	Kincaid Decl. at 1-15 and
25		in the Debtor's and Non-Debtor Entities' books and records were contracts between the artist and	exhibits attached thereto.
26		the Debtor, many of the sales invoices recorded the sale as having been carried out by Ace NYC	
27		rather than by the Debtor.	
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 7 of 100

1	16.	The Plan Agent's investigation revealed that the post-petition sales that were alleged to have been	Leslie Decl. II at ¶ 9.
2		carried out by Ace NYC were actually sales of the Debtor's property.	Kincaid Decl. at 1-15 and exhibits attached thereto.
3	17.	Mr. Chrismas incorporated Ace Gallery New	Leslie Decl. II at ¶ 12.
4		York Corporation ("Ace NYC") on February 14, 2013, five days before the Petition Date.	Kincaid Decl. at ¶ 7.
5			Declaration of Victor Sahn
6			Submitted in Support of Motion for Summary
7			Judgment ("Sahn Decl."), ECF 874, at Exhibit 6
8			attached thereto (January 28, 2016 Chrismas
9			Deposition) at page 11,
10			lines 2-13 ("Q. Does Ace New York have an artwork
11			that it owns or has on consignment? A. Maybe
12			one or two pieces. It's a –
13			it's consulting.").
14	18.	During the post-petition period, Plan Agent's	Leslie Decl. II at ¶ 20 and
15	10.	investigation revealed that there were approximately 158 sales of artworks that were	Exhibit D attached thereto, Chart entitled "Debtor's Art
16		the property of Debtor, yet the funds from these sales were deposited into Non-Debtor Entities	Sales Deposited into Ace Gallery New York
		accounts. Sales proceeds from 147 sales of	Corporation & Inc., Ace
17		artwork were deposited into the Ace NY Account. Sales proceeds from 9 pieces of	Museum, and 400 S. La Brea, LLC,"("Diverted Art
18		artwork were directly deposited into an Ace	Sales Chart"). ²

19

20

21

22

23

24

25

26

27

28

² Regarding this exhibit, Exhibit D to Leslie Decl. II, Plan Agent stated in his SSUF, ECF 1000, filed on June 9, 2021, that consistent with Federal Rule of Evidence 1006, the entirety of the underlying banking records original Ziegler Report Exhibit C summary are too voluminous to resubmit and were therefore presented in factual summary form. "Leslie Decl. II at ¶ 20 and Exhibit D thereto" is the original spreadsheet prepared by Jennifer Ziegler (i.e., Ziegler Referenced Exhibit C (Diverted Art Sales Chart)) summarizing evidence related to Debtor's post-petition sales and depositing of proceeds into non-Debtor entity Accounts, and incorporates and synthesizes the sales, deposits and total amounts as reflected in the banking records and statements and invoices in the record. The bank records and statements themselves were previously submitted as Exhibits A, B and U to the Declaration of Timothy Kincaid in Support of Plaintiff's Motion for Preliminary Injunction, ECF 216 ("Kincaid Decl.") at 3. A set of Ace NYC banking records are also currently submitted as Exhibits A, A1, B, B1 and C to the Leslie Decl. II. At this court's request, Plan Agent submitted a Compendium of Exhibits, ECF 1001, filed on June 9, 2021, which organized this evidence consisting of artist contracts, sales invoices and bank records and statements showing the Debtor's artwork sales and deposits of the sales proceeds into non-Debtor entity bank accounts by (continued)

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 8 of 100

1		Museum account. Sale proceeds from the sale of 2 pieces of artwork were directly deposited into a 400 S. La Brea account.	Kincaid Decl. at 1-15 and exhibits attached thereto.
2	19.	The investigation revealed that the 158 pieces of	Leslie Decl. II at ¶¶ 20 and
3 4		artwork sold during this post-petition period belonged to Debtor.	21, and Exhibit D thereto (Diverted Art Sales Chart).
5			Kincaid Decl. at 1-15 and exhibits attached thereto.
6			exmons attached mereto.
7	20.	During the post-petition period, Non-Debtor	Leslie Decl. II at ¶¶ 20 and
8		Entities, Ace Museum and Ace Gallery New York Corporation, received proceeds from the	21, and Exhibit D thereto (Diverted Art Sales Chart).
9		sales of Debtors artworks by Mary Corse, Gary Lang, Helen Pashgian, Natalie Arnoldi, Justin Bower, Laurie Lipton, De Wain Valentine,	Kincaid Decl. at 1-15 and
10		Alexander Yulish, Peter Alexander, Alex Berg, Matt Hope, the Date Farmers, Ruth Pastine, Ben	exhibits attached thereto.
11		Jones, Phil Frost, Bernar Venet, Gisela Colon, Ellsworth Kelly, Johnathan Monk, Tara	
12		Donovan, Brian Willis, Robert Morris, Sylvie Fleury, Carl Andre and Robert Rauchenberg,	
13		many of whom were artists with which the Debtor had agreements to sell their artwork and	
14		others representing artwork owned by the Debtor outright.	
15	21.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
16		Debtor had the exclusive right during the	(discussing factual
17		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
18			I thereto (attaching copy of Mary Corse Contract).
19	22.	Gary Lang and the Debtor are parties to a	Gary Lang Contract at
20		contract dated December 24, 2007, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 29 (discussing factual
21		Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	foundation regarding Gary Lang contract) and Exhibit
22		John Lang (Me Lang Convince).	J thereto (attaching copy of Gary Lang Contract).
23	23.	Helen Pashgian and the Debtor are parties to a	Helen Pashgian Contract at
24		contract dated August 9, 2010, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 30 (discussing factual
25		Bankruptcy Period to represent and sell artworks	foundation regarding Helen
26		by Helen Pashgian (the "Pashgian Contract").	Pashgian contract) and Exhibit K thereto (attaching
27			

transaction, and his supplemental declaration authenticating the evidence in the Compendium of Exhibits, ECF 1117, filed on October 4, 2021.

28

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 9 of 100

1			copy of Helen Pashgian Contract).
2	24.	Natalie Arnoldi and the Debtor are parties to a contract dated December 29, 2014, by which the	Natalie Arnoldi Contract at Leslie Decl. II at ¶ 31
3		Debtor had the exclusive right during the	(discussing factual
4		Bankruptcy Period to represent and sell artworks by Natalie Arnoldi (the " <u>Arnoldi Contract</u> ").	foundation regarding Natalie Arnoldi contract)
5 6			and Exhibit L thereto (attaching copy of Natalie Arnoldi Contract).
7	25.	Justin Bower and the Debtor are parties to a	Justin Bower Contract at
8		contract dated March 31, 2010, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 32 (discussing factual
9		Bankruptcy Period to represent and sell artworks by Justin Bower (the "Bower Contract").	foundation regarding Justin Bower contract) and Exhibit
10		-, · · · · · · · · · · · · · · · · · · ·	M thereto (attaching copy of Justin Bower Contract).
11	26.	Laurie Lipton and the Debtor are parties to a	Laurie Lipton Contract at Leslie Decl. II at ¶ 33
12		contract dated February 27, 2012, by which the Debtor had the exclusive right during the	(discussing factual
13		Bankruptcy Period to represent and sell artworks by Laurie Lipton (the " <u>Lipton Contract</u> ").	foundation regarding Laurie Lipton contract) and Exhibit
14 15			N thereto (attaching copy of Laurie Lipton Contract).
16			
17	27.	De Wain Valentine and the Debtor were parties to a series of pre-petition consignment contracts	De Wain Valentine Contract at Leslie Decl. II
18		by which the Debtor had the exclusive right to	at ¶ 34 (discussing factual
19		sell certain sculptures by De Wain Valentine (the "Valentine Contracts").	foundation regarding De Wain Valentine contract) and Exhibit O thereto
20			(attaching copy of De Wain Valentine Contract).
21			valentine Contract).
22	28.	Alexander Yulish and the Debtor are parties to a	Alexander Yulish Contract
23		contract dated August 26, 2014, by which the Debtor had the exclusive right thereafter to	at Leslie Decl. II at ¶ 35 (discussing factual
24		represent and sell artworks by Alexander Yulish (the "Yulish Contract").	foundation regarding Alexander Yulish contract)
25			and Exhibit P thereto (attaching copy of
26			Alexander Yulish Contract).
27			
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 10 of 100

1 2 3 4 5		29.	Peter Alexander and the Debtor are parties to a Consignment Agreement dated August 24, 2015, by which the Debtor had the exclusive right thereafter to sell certain consigned artworks by Peter Alexander (the "Alexander Contract").	Peter Alexander Contract at Leslie Decl. II at ¶ 36 (discussing factual foundation regarding Peter Alexander contract) and Exhibit Q thereto (attaching copy of Peter Alexander Contract).
6 7	•	30.	Alex Berg and the Debtor are parties to a contract dated August 21, 2013, by which the Debtor had	Alex Berg Contract at Leslie Decl. II at ¶ 37
8			the exclusive right thereafter to represent and sell artworks by Alex Berg (the "Berg Contract").	(discussing factual foundation regarding Alex
9			and the state of t	Berg contract) and Exhibit R thereto (attaching copy of Alex Berg Contract).
11				
12		31.	Matt Hope and the Debtor are parties to a contract dated September 22, 2006, by which the	Matt Hope Contract at Leslie Decl. II at ¶ 38
13			Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Matt
14			by Matt Hope (the "Hope Contract").	Hope contract) and Exhibit S thereto (attaching copy of
15				Matt Hope Contract).
16	•	32.	Armando Lerma and Carlos Ramirez, a/k/a The	Date Farmers Contract at
17 18			Date Farmers (the " <u>Date Farmers</u> ") and the Debtor are parties to a contract dated March 31,	Leslie Decl. II at ¶ 39 (discussing factual
19			2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent	foundation regarding Date Farmers contract) and
20			and sell artworks by the Date Farmers (the " <u>Date</u> Farmers Contract").	Exhibit T thereto (attaching copy of Date Farmers
21			,, ,	Contract).
22	•	33.	Ruth Pastine and the Debtor are parties to two	Ruth Pastine Contract at
23			Consignment Agreements dated February 25, 2015, and October 1, 2015 (the "Pastine"	Leslie Decl. II at ¶ 40 (discussing factual
24			Contract").	foundation regarding Ruth Pastine contract) and
25				Exhibit U thereto (attaching
26				copy of Ruth Pastine Contract).
27				
28				

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 11 of 100

1 2 3 4 5	34.	The Debtor sold artworks by Ben Jones in sales dating from March 28, 2013.	Ben Jones sales documents at Leslie Decl. II at ¶ 41 (discussing factual foundation Ben Jones sale) and Exhibit V thereto (attaching copy of sales documents).
6	35.	The Debtor sold artworks by Phil Frost in sales dating from June 25, 2013.	Phil Frost sales documents at Leslie Decl. II at ¶ 42
7		dating from suite 23, 2013.	(discussing factual
8			foundation Phil Frost sale) and Exhibit W thereto
9			(attaching copy of sales documents).
10			
11	36.	In July 2013, the Debtor hosted a show of sculptures by Bernar Venet at its Wilshire Blvd.	Bernar Venet sales documents at Leslie Decl. II
12		and Beverly Hills location.	at ¶ 43 (discussing factual foundation Bernar Venet
13			sale) and Exhibit X thereto (attaching copy of sales
14 15			documents).
16	37.	The Debtor sold artworks by Gisela Colon in	Gisela Colon documents at
17	37.	sales dating from November 13, 2013. In addition, internal emails at Debtor show an	Leslie Decl. II at ¶ 44 (discussing factual
18		exchange of a 2014 artist agreement between Ms. Colon and Debtor.	foundation Gisela Colon
19		Colon and Debtor.	sale) and Exhibit Y thereto (attaching Gisela Colon
20			documents).
21	38.	The Ellsworth Kelly artwork was owned by a	Ellsworth Kelly sales
22		private collector, and was sold as a secondary art sale using the Debtor's facilities for displaying	documents at Leslie Decl. II at ¶ 45 (discussing factual
23		the artwork and the Debtor's staff and costs for shipping the piece. In addition, internal emails	foundation Ellsworth Kelly sale) and Exhibit Z thereto
24		from Debtor discussing the provenance and	(attaching copy of sales documents).
25		describing the artwork on Ace Gallery Los Angeles Letterhead were found in Debtors'	documents).
26		records.	
27 28	39.	The Debtor sold artworks from Jonathan Monk on March 30, 2016 which is reflected on Ace	Ace Gallery Invoice K1012 at Leslie Decl. II at ¶ 46 and

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 12 of 100

- 11			
1		Gallery invoice No. K-1012, a true and correct copy of which is attached hereto as Exhibit AA.	Exhibit AA thereto.
2		The invoice demonstrates that Debtor sold the artwork and was entitled to the proceeds funds from the sale.	
3		from the saic.	
4 5	40.	The Debtor sold artworks from Tara Donovan on March 30, 2016 which is reflected on Ace Gallery invoice No. K-1012, a true and correct	Ace Gallery Invoice K1012 at Leslie Decl. II at ¶ 47 and Exhibit BB thereto.
6		copy of which is attached hereto as Exhibit BB. The Debtor also sold artworks from Tara	Exhibit BB thereto.
7		Donovan on March 26, 2013 which is reflected on Ace Gallery invoice No. 1592, a true and	
8		correct copy of which is attached hereto as Exhibit BB. The invoices demonstrate that Debtor sold the artwork and was entitled to the	
9		proceeds funds from the sales.	
10	41.	The Debtor sold artwork by John Millei on June 5, 2013 (entitled "Maritime #18") as evidenced	Ace Gallery Invoice 2005 at
11		by Ace Gallery Invoice No. 2005. On May 30, 2013, the Estate of Pentti J.K. Kouri filed a	Leslie Decl. II at ¶ 48 and Exhibit CC thereto.
13		"Notice of Motion and Motion for Relief from the Automatic Stay under 11 U.S.C. Section 362"	
14		seeking return of various artwork from Debtor that was subject to a consignment agreement	
15		between the Kouri estate and Debtor including the John Millei artwork referred to here.	
16	42.	The Debtor sold artworks from Brian Willis on March 5, 2013, which is reflected on Ace Gallery	Ace Gallery Invoice 2003 at Leslie Decl. II at ¶ 49 and
17		invoice No. 2003. The invoice demonstrates that Debtor sold the artwork and was entitled to the	Exhibit DD thereto.
18		proceeds funds from the sale. These works were consigned from another gallery pursuant to a consignment agreement.	
19			
20	43.	The Debtor sold artworks from Robert Morris on March 20, 2013, which is reflected on Ace	Ace Gallery Invoice 2005 at Leslie Decl. II at ¶ 50 and
21		Gallery invoice No. 2005.	Exhibit EE thereto.
22	44.	The Debtor sold artworks from Sylvie Fleury on March 16, 2016, which is reflected on Ace Gallery Los Angeles Invoice No. K-1013.	Ace Gallery Invoice K1013 at Leslie Decl. II at ¶ 51 and Exhibit FF thereto.
24	45.	The Debtor sold artwork from Robert	Ace Gallery Invoice 1819 at
25		Rauschenberg on June 22, 2015 that is reflected on Ace Gallery Los Angeles Invoice No. 1819.	Leslie Decl. II at ¶ 52 and Exhibit GG thereto.
26	46.	The Debtor sold artworks from Carl Andre on May 17, 2013 (including fees from the sale on	Ace Gallery Invoice 2012 and 2014 at Leslie Decl. II
27		May 22, 2013), which is reflected on Ace Gallery Los Angeles Invoice Nos. 2012 and 2014.	at ¶ 53 and Exhibit HH thereto.
28			moreto.

FACTS RELATED TO DOUGLAS CHRISMAS'S POST-PETITION CONVERSION OF DEBTOR'S PROPERTY THROUGH ACE NEW YORK

MR. CHRISMAS ASSERTED THE FIFTH AMENDMENT PRIVILEGE REGARDING QUESTIONS POSED ABOUT HIS CONVERSION OF FUNDS THROUGH ACE NEW YORK³

47.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that ACE NY carried out sales on behalf of artists with whom Debtor had consignment contracts that were in force at the time of such sales."	Declaration of Victor Sahn Submitted in Support of Motion for Summary Judgment ("Sahn Decl."), ECF 874, ¶¶ 1-11; Exhibits 1 (Request for Admission to Douglas Chrismas, Set 1, RFA No. 1.
48.	Mr. Chrismas asserted the Fifth Amendment in response to Interrogatories requesting that he identify all assets that belonged to ACE NYC when it was incorporated on the eve of the Debtor's Chapter 11 bankruptcy case in 2013.	Sahn Decl., Exhibit 2 (Interrogatories to Douglas Chrismas, Set 1, Nos. 63, 64 and 65).
49.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that ACE NYC obtained funds of Debtor during the post-petition period."	Sahn Decl., Exhibits 3 and 4 (Request for Admissions to Douglas Chrismas, Set 2, No. 17 and Douglas Chrismas Response to the same).
50.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that you used ACE NYC to process sales of artwork that were owned by or subject to the consignment agreements of Debtor."	Sahn Decl., Exhibits 3 and 4 (Request for Admissions to Douglas Chrismas, Set 2, No. 18 and Douglas Chrismas Response to the same).
51.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that ACE NYC never had an inventory of artworks to which it had legal title."	Sahn Decl., Exhibits 3 and 4 (Request for Admissions to Douglas Chrismas, Set 2,

³ This section outlines a number of key questions related to Mr. Chrismas's conversion of Debtor's funds related to Debtor's artwork assets sold during the post-petition time period. The facts in this section are relevant to each transaction listed below. Plan Agent requested that these facts be incorporated into each set of facts related to the Invoices outlined below to the extent an adverse inference determination is made by the Court. Where appropriate, Plan Agent had cited in the SSUF Chrismas's specific invocations of the Fifth Amendment regarding specific artists, invoices or artworks as they relate to the specific transactions.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 14 of 100

1 2			No. 25 and Douglas Chrismas Response to the same).
3	52.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that	Sahn Decl., Exhibits 3 and 4 (Request for Admissions
4		ACE NYC never entered into a fully executed consignment agreement with any artists prior to April 6. 2016."	to Douglas Chrismas, Set 2, No. 26 and Douglas
5		-4	Chrismas Response to the same).
6	53.	Mr. Chrismas asserted the Fifth Amendment in response to the following Request for Admission	Sahn Decl., Exhibits 3 and
7 8		"Admit that you never disclosed to the Bankruptcy Court during the pendency of the	4 (Request for Admissions to Douglas Chrismas, Set 2,
9		Chapter 11 proceedings that sales proceeds received by ACE NYC arising from the sales of	No. 27 and Douglas Chrismas Response to the
10		artworks belonging to Debtor or subject to Debtor's consignment agreements were not being transferred to Debtor."	same).
11	54.	Mr. Chrismas asserted the Fifth Amendment in	G1 D 1 F177 2 1
12	54.	response to the following Request for Admission "Admit that between February 19, 2013 and	Sahn Decl., Exhibits 3 and 4 (Request for Admissions
13		April 16, 2016 you diverted Debtor Funds to ACE NYC."	to Douglas Chrismas, Set 2, No. 54 and Douglas
14			Chrismas Response to the same).
15		EEDDU ADV 2012 DOCT DETECTION CALECAN	UD DEPOCITO
16 17		FEBRUARY 2013 POST-PETITION SALES AN	ND DEPOSITS
18			
19		ACE GALLERY LOS ANGELES INVOICE	E NO. 1541
20		10 P.1 10 2102 P.1 1 1 1 1 1 1	
21	55.	On February 18, 2103, Debtor charged its client for packing and shipping costs for the sale of two	Invoice No. 1541, Exhibit 1 of Compendium of
22		Laurie Lipton paintings in the amount of \$600.00 as reflected on Ace Gallery Los Angeles Invoice	Evidence, ECF 1001, filed on June 9, 2021, p. 2;
23		No. 1541.	Supplemental Declaration of Sam Leslie in Support of
24			Plaintiff's Motion for
25			Summary Adjudication, ECF 1117, filed on October
26			4, 2021 (setting forth evidentiary foundation for
27			Compendium of Evidence).

28

		4
56.	The total amount of the sale on Invoice No. 1541 was \$600.00.	Id.
57.	Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the	Laurie Lipton Contract at Leslie Decl. II at ¶ 33
	Debtor had the exclusive right during the	(discussing factual
	Bankruptcy Period to represent and sell artworks by Laurie Lipton (the " <u>Lipton Contract</u> ").	foundation regarding Lauri Lipton contract) and Exhib
		N thereto (attaching copy of Laurie Lipton Contract).
58.	On February 26, 2013, \$600.00 was deposited into Ace New York checking account no. ending in #0229 at City National Bank.	Ace NY Bank Records, Ex 1 of Compendium of Evidence, pp. 3-4.
	ACE GALLERY INVOICE NO. 200	<u>00A</u>
59.	On February 18, 2013, Debtor sold two pieces of artwork by the Date Farmers Duk Fug, 2012 and Jerk Off 2012 as reflected on Ace Gallery Invoice No. 2000A.	Invoice No. 2000A, Ex. 2 of Compendium of Evidence, p. 6.
60.	The total amount of the sale on Invoice No. 2000A was \$38,368.00.	Id.
61.	Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the " <u>Date Farmers</u> ") and the	Date Farmers Contract at Leslie Decl. II at ¶ 39
	parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during	(discussing factual foundation regarding Date
	the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers	Farmers contract) and Exhibit T thereto (attaching
	Contract").	copy of Date Farmers Contract).
62.	On February 19, 2013, \$38,368.00 was deposited into Ace New York account ending in #9951 at	Ace NY Bank Records,
	Wells Fargo.	Exhibit 2 of Compendium of Evidence, pp. 7-8.
(2	Mr. Chrismas asserted the Fifth Amendment in	Chrismas Deposition, at
63.	response to specific questions regarding Invoice	[page:line(s)] 153:7-165:21

⁴ The references to Plaintiff's Compendium of Evidence are supported by the Supplemental Declaration of Sam Leslie in Support of Plaintiff's Motion for Summary Adjudication, ECF 1117, filed on October 4, 2021, which provides the evidentiary foundation for the exhibits attached to the Compendium.

27

28

artwork by The Date Farmers – Ateen, 2010, Southern Comfort (Hello Kitty), 2010; Armagetnoutofhre, 2011; medU.S.A., 2011; Child Soldier, 2011, Regal Beer, 2010; Butterscotch, 2010. Chango44, 2010, and Plastico, 2011 as reflected on Ace Gallery New York Invoice No. 2000. 65. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces. 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 69. On February 26, 2013, Debtor sold two pieces of artwork by Lauric Lipton – Reality TV, 2009 and Ace Compendic Evidence, p. 2 Invoice No. 2 4 of Compendic	
ACE GALLERY NEW YORK INVOICE NO. 2000 4	
64. On February 20, 2013, Debtor sold nine pieces of artwork by The Date Farmers – Ateen, 2010, Southern Comfort (Hello Kitty), 2010; Armagetnoutofhre, 2011; medU.S.A., 2011; Child Soldier, 2011, Regal Beer, 2010; Butterscotch, 2010. Chang044, 2010, and Plastico, 2011 as reflected on Ace Gallery New York Invoice No. 2000. 65. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces. 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers contract"). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 69. On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and Lauro 2003 and La	
artwork by The Date Farmers — Ateen, 2010, Southern Comfort (Hello Kitty), 2010; Armagetnoutoffire, 2011; medU.S.A., 2011; Child Soldier, 2011, Regal Beer, 2010; Butterscotch, 2010. Chang044, 2010, and Plastico, 2011 as reflected on Ace Gallery New York Invoice No. 2000. 65. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces. 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 69. On February 26, 2013, Debtor sold two pieces of artwork by Lauric Lipton — Reality TV, 2009 and Ace Compendia Evidence, p. 2 of Compendia Evidence, p. 2 Id. Ace No Compendia Evidence, p. 2 Id. 61. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (discussing fa foundation reg Farmers contract Exhibit T ther copy of Date Contract). 62. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 63. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 65. The total amount of the sale on Invoice No. 2001 Ace GALLERY INVOICE NO. 2001A 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers Contract). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 69. On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton — Reality TV, 2009 and Ace Now York account no. ending in #9951 Ace Now York account no. ending in #9951 Ace Now York account no. ending	
Armagethoutorine, 2011, Regal Beer, 2010; Butterscotch, 2010. Chang044, 2010, and Plastico, 2011 as reflected on Ace Gallery New York Invoice No. 2000. 65. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces. 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. 69. On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton — Reality TV, 2009 and Accompany and the Colland Company A of Compend	
Plastico, 2011 as reflected on Ace Gallery New York Invoice No. 2000. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces. 66. Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers contract"). 67. On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. ACE GALLERY INVOICE NO. 2001A 69. On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton — Reality TV, 2009 and Leave 2003 are approach.	23.
65. The total amount of the sale on Invoice No. 2000 was \$84,210.00 for all nine art pieces.	
Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). Contract). Contract). Contract). Contract). Contract). Contract). Contract). Contract). Contract). Ace NY Bank Exhibit 3 of Contract Wells Fargo. Contract Devices. In the copy of Date Contract Contra	
Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). Contract). On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. ACE GALLERY INVOICE NO. 2001A ACE GALLERY INVOICE NO. 2001A On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton — Reality TV, 2009 and artwork artwo	
right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the "Date Farmers Contract"). Farmers Contract"). Farmers Contract"). Farmers contract Exhibit T ther copy of Date Contract). Farmers Contract"). Contract). Ace NY Bank Exhibit 3 of Contract at Wells Fargo. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. Mr. Chrismas Department of Partment Chrismas Department of Service No. 2001A ACE GALLERY INVOICE NO. 2001A ACE GALLERY INVOICE NO. 2001A On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and Latvork by L	factual egarding Date
Contract). 15 16 17 18 18 18 19 20 21 ACE GALLERY INVOICE NO. 2001A Contract). Contract). Contract). Contract). Contract). Ace NY Bank Exhibit 3 of Contract of Evidence, presponse to specific questions regarding Invoice No. 2000. ACE GALLERY INVOICE NO. 2001A Contract). Contract). Ace NY Bank Exhibit 3 of Contract of Evidence, presponse to specific questions regarding Invoice No. 2013 and Environment of Evidence, presponse to specific questions regarding Invoice No. 2014 artwork by Laurie Lipton – Reality TV, 2009 and Laure 2003 artwork by Laurie Lipton – Reality TV, 2009 and Laure 2003 artwork by Laurie Lipton – Reality TV, 2009 and Laure 2003 artwork by Laurie Lipton – Reality TV, 2009 and Laure 2003 artwork by Laurie Lipton – Reality TV, 2009 and Laure 2003 arthory to a contract of the present the pr	ereto (attaching
16 17 18 18 19 20 21 22 23 On March 1, 2013, \$84,177.00 was deposited into Ace New York account no. ending in #9951 at Wells Fargo. On March 1, 2013, \$84,177.00 was deposited into Ace NY Bank Exhibit 3 of Conference, part of Evidence, part of Ev	Farmers
into Ace New York account no. ending in #9951 at Wells Fargo. 68. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2000. ACE GALLERY INVOICE NO. 2001A ACE GALLERY INVOICE NO. 2001A On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and the 2002 or reflected on Ace Callery Invoice No. 2 4 of Compenditudes and Ace Callery Invoice No. 2 2 4 of Compenditudes Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2003 or reflected on Ace Callery Invoice No. 2 2 2004 or reflected on Ace Callery Invoice No. 2 2 2004 or reflected on Ace Callery Invoice No. 2 2 2004 or reflected on Ace Callery Invoice No. 2 2 2004 or reflected on Ace Callery Invoice No. 2 2 2005 or reflected on Ace Callery Invoice No. 2 2 2005 or reflected on Ace Callery Invoice No. 2 2 2005 or reflected on Ace Callery Invoice No. 2 2 2005 or reflected on Ace Callery Invoice No. 2 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery Invoice No. 2 2005 or reflected on Ace Callery	
response to specific questions regarding Invoice No. 2000. 181:17-185:13 190:23; and E 98-99 attached ACE GALLERY INVOICE NO. 2001A 20 On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and artwork by Laurie Lipton – Reality TV, 2009 and Laurie Lipton – Reality	Compendium
20 21 22 23 3 On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and 4 of Compendation 2003 as reflected and Acceptable at Acceptable and Accepta	1; 185:2-
21 22 23 3 On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and 4 of Compendation 2003 as reflected at Acc Cellery Lyceics.	
22 On February 26, 2013, Debtor sold two pieces of artwork by Laurie Lipton – Reality TV, 2009 and 4 of Compendation 2003 as reflected as Ass College Lipton 4 of Compendation 2003.	
artwork by Laurie Lipton – Reality TV, 2009 and 4 of Compend	
Jan 2002 or reflected on A of College Investor	2001A, Exhibit
No. 2001A.	
The total amount of the sale on Invoice No. Id. 2001A was \$32,000.00.	
	n Contract at
27 71. Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the Debtor had the exclusive right during the Laurie Lipton Leslie Decl. II (discussing fa	II at ¶ 33

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 17 of 100

1 2		Bankruptcy Period to represent and sell artworks by Laurie Lipton (the " <u>Lipton Contract</u> ").	foundation regarding Laurie Lipton contract) and Exhibit N thereto (attaching copy of
3			Laurie Lipton Contract).
4 5	72.	On March 8, 2013, \$32,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 4 of Compendium of Evidence, pp. 32-33.
6			711
7		ACE GALLERY INVOICE NO. 155	57 <u>A</u>
8			
9	73.	On February 28, 2013, Debtor sold one piece of artwork by Mary Corse – Untitled (Grey Grid with Red), 1988 as reflected on Ace Gallery Invoice No. 1557A.	Invoice No. 1557A, Exhibit 5 of Compendium of Evidence, p. 35.
11	7.4	The total amount of the sale on Invoice No.	7.7
12	74.	1557A was \$200,000.00.	Id.
13	75.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
14		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary
15 16		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract).
17			See also Answer of Douglas
18			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
19			Complaint Docket No. 703) (admitting Mary Corse was
20			subject to contract with Debtor and other facts
21			related to Debtor's interests in her artwork).
22			in her artwork).
23	76.	On March 8, 2013, 199,980.00 was deposited	Ace NY Bank Records,
24		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 5 of Compendium of Evidence, pp. 36-37.
25	77.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition,
26 27		No. 1557A.	171:4-175:10; 178:14-18; and Exhibit 95 attached thereto.

2	MARCH 2013 POST-PETITION SALES AND DEPOSITS		
3			
4		ACE GALLERY INVOICE NO. 20	<u>01</u>
5	78.	On March 1, 2013, Debtor SOLD five pieces of	Invoice No. 2001, Exhibit 6
6 7	76.	artwork by The Date Farmers – 44 Skull, 2010, Vampirito, 2010, Pro Sports, 2010, Albert Medina, 2010, and Amor, 2009 – as reflected on	of Compendium of Evidence, pp. 40-41.
8		Ace Gallery Invoice No. 2001.	
9	79.	The total amount of the sale on Invoice No. 2001 was \$27,860.00.	Id.
10	80.	Armando Lerma and Carlos Ramirez, a/k/a The	Date Farmers Contract at
11		Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31,	Leslie Decl. II at ¶ 39 (discussing factual
12		2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent	foundation regarding Date Farmers contract) and
13		and sell artworks by the Date Farmers (the " <u>Date</u> Farmers Contract").	Exhibit T thereto (attaching copy of Date Farmers
14		ramers contract).	Contract).
15			
16 17	81.	On March 20, 2013, \$27,835.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 6 of Compendium of Evidence, pp. 42-43.
18		I .	
19		ACE GALLERY INVOICE NO. 20	<u>02</u>
20	82.	On March 1, 2013, Debtor sold two pieces of	Invoice No. 2002, Exhibit 7
21	62.	artwork by The Date Farmers – O Lord My Mistakes, 2010 and Old School, 2011 – as reflected on Ace Gallery Invoice No. 2002	of Compendium of Evidence, p. 46.
23	83.	The total amount of the sale on Invoice No. 2002 was \$11,900.00	Id.
24	84.	Armando Lerma and Carlos Ramirez, a/k/a The	Date Farmers Contract at
25		Date Farmers (the "Date Farmers") and the Debtor are parties to a contract dated March 31,	Leslie Decl. II at ¶ 39 (discussing factual
26		2010, by which the Debtor had the exclusive	foundation regarding Date
27 28		right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the " <u>Date Farmers Contract</u> ").	Farmers contract) and Exhibit T thereto (attaching copy of Date Farmers
			r, mo 1 minero

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 19 of 100

1			Contract).
2	85.	On March 15, 2013, \$11,900.00 was deposited	Ace NY Bank Records,
3	63.	into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 7 of Compendium of Evidence, pp. 47-48.
4			, FF
5		ACE GALLERY INVOICE NO. 20	<u>03</u>
6			
7 8	86.	On March 5, 2013, Debtor sold one piece of artwork by Brian Wills – Untitled (Spectrum), 2013 – as reflected on Ace Gallery Invoice No.	Invoice No. 2003, Exhibit 8 of Compendium of Evidence, p. 51.
9		2003.	Evidence, p. 31.
10	87.	The total amount of the sale on Invoice No. 2003 was \$14,824.00.	Id.
11	88.	On March 7, 2013, \$25,288.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Ex. 8 of Compendium of
12 13		#0229 at City National Bank (for both invoice 2003 and invoice 1557B).	Evidence, pp. 53-54.
14			
15		ACE GALLERY INVOICE NO. 155	57 <u>B</u>
16	89.	On March 5, 2013, Debtor sold one piece of	Invoice No. 1557B, Ex. 9 of
17		artwork by The Date Farmers – Watermelon Spider, 2011 – as reflected on Ace Gallery Invoice No. 1557B.	Compendium of Evidence, p. 58.
18	90.	The total amount of the sale on Invoice No.	Id.
19	70.	1557B was \$10,464.00.	Tu.
20	91.	Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the	Date Farmers Contract at Leslie Decl. II at ¶ 39
21		Debtor are parties to a contract dated March 31,	(discussing factual
22		2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent	foundation regarding Date Farmers contract) and
23		and sell artworks by the Date Farmers (the " <u>Date</u> Farmers Contract").	Exhibit T thereto (attaching copy of Date Farmers
24			Contract).
25	02	On March 7, 2012, \$25,200,00 Januarita 1	A NWD 15 15
26	92.	On March 7, 2013, \$25,288.00 was deposited into Ace New York checking account ending in #0229 at City National Bank (for both invoice	Ace NY Bank Records, Ex. 9 of Compendium of
27		2003 and invoice 1557B).	Evidence, pp. 59-60.
28			

1 2		ACE GALLERY INVOICE NO. 200	<u>95A</u>
3 4	93.	On March 5, 2013, Debtor sold one piece of artwork by Gary Lang – Ayre, 2015 – as reflected on Ace Gallery Invoice No. 2005A.	Invoice No. 2005A, Exhibit 10 of Compendium of Evidence, p. 63.
5 6	94.	The total amount of the sale on Invoice No. 2005A was \$45,000.00.	Id.
7	95.	Gary Lang and the Debtor are parties to a contract dated December 24, 2007, by which the Debtor had the exclusive right during the	Gary Lang Contract at Leslie Decl. II at ¶ 29 (discussing factual
9		Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	foundation regarding Gary Lang contract) and Exhibit J thereto (attaching copy of Gary Lang Contract).
11 12	96.	On March 18, 2013, \$45,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 10 of Compendium of Evidence, pp. 64-67.
13 14	97.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2005A.	Chrismas Deposition, 191:23-194:12; and Exhibit 101 attached thereto.
15 16 17		ACE GALLERY INVOICE NO. 20	<u>06</u>
18 19 20 21	98.	On March 18, 2013, Debtor sold four pieces of artwork by Mary Corse – Untitled (White 4 Inner Band Beveled) 2012, Untitled (White 1 Inner Band Beveled) 2012 SH29/LN7, Untitled (White 1 Inner Band Beveled) 2012 SH30/LN1, and Untiled (White 1 Inner Band W/Outer Band, Beveled) 2012 – as reflected on Invoice No. 2006.	Invoice No. 2006, Exhibit 11 of Compendium of Evidence, pp. 69-70.
22 23	99.	The total amount of the sale on Invoice No. 2006 was \$430,000.00 less special discount of \$215,000.00 for a total of \$215,000.00.	Id.
24252627	100.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of
28			Mary Corse Contract).

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 21 of 100

1 2 3 4			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was subject to contract with Debtor and other facts
5			related to Debtor's interests in her artwork).
6 7	101.	On March 1, 2013, \$150,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 11 of Compendium of Evidence, pp. 71-72.
8 9	102.	On March 27, 2013, \$65,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 11 of Compendium of Evidence, pp. 71-72.
10 11 12	103.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2006.	Chrismas Deposition, 165:22-172:3; and Exhibits 92-94 attached thereto.
13	ACE GALLERY INVOICE NO. 2005		
15 16 17	104.	On March 20, 2013, Debtor sold one piece of artwork by Robert Morris – Working Drawing for Vertical Column, Horizontal Column, Hanging Slab, 1973 – as reflected on Invoice No. 2005.	Invoice No. 2005, Exhibit 12 of Compendium of Evidence, p. 75.
18	105.	The total amount of the sale on Invoice No. 2005 was \$18,000.00.	Id.
19 20 21	106.	On March 21, 2013, \$18,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 12 of Compendium of Evidence, pp. 76-77.
22		ACE GALLERY INVOICE NO. 20	07
23			_
24 25	107.	On March 28, 2013, Debtor sold one piece of artwork by Ben Jones – Roadtrip Video Painting, 2013 – as reflected on Invoice No. 2005.	Invoice No. 2007, Exhibit 13 of Compendium of Evidence, p. 80.
26	108.	The total amount of the sale on Invoice No. 2007 was \$26,160.00.	Id.
27 28	109.	On March 28, 2013, \$26,160.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 13 of Compendium
		· · · · · · · · · · · · · · · · · · ·	•

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 22 of 100

	APRIL 2013 POST-PETITION SALES AND	DEBOGUEG	
	APRIL 2013 POST-PETITION SALES AND	DEDOCITO	
	APRIL 2013 POST-PETITION SALES AND DEPOSITS		
	ACE GALLERY INVOICE NO. 20	09	
110.	On April 15, 2013, Debtor sold one piece of artwork by Gary Lang – Metal Painting #2, 2011 – as reflected on Invoice No. 2009.	Invoice No. 2009, Exhibit 14 of Compendium of Evidence, p. 85.	
111.	The total amount of the sale on Invoice No. 2009 was \$49,050.00.	Id.	
112.	Gary Lang and the Debtor are parties to a contract dated December 24, 2007, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	Gary Lang Contract at Leslie Decl. II at ¶ 29 (discussing factual foundation regarding Gary Lang contract) and Exhibit	
		J thereto (attaching copy of Gary Lang Contract).	
113.	On April 22, 2013, \$49,387.50 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 14 of Compendium of Evidence, p. 86.	
	ACE GALLERY INVOICE NO. 20	10	
114.	On April 16, 2013, Debtor received 50% of the cost of an advertisement related to gallery artists Benar Venet on the back cover of the May/June issue of Flash Art Magazine as reflected on Invoice No 2010.	Invoice No. 2010, Ex. 15 of Compendium of Evidence, p. 90.	
115.	The total amount of the sale on Invoice No. 2010 was \$3,600.00.	Id.	
116.	On April 22, 2013, \$3,600.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 15 of Compendium of Evidence, p. 91.	
ACE GALLERY INVOICE NO. 2011		<u>11</u>	
117.	On April 26, 2013, Debtor sold one piece of	Invoice No. 2011, Exhibit	
	111. 112. 113. 114. 115. 116.	artwork by Gary Lang – Metal Painting #2, 2011 – as reflected on Invoice No. 2009. The total amount of the sale on Invoice No. 2009 was \$49,050.00. Gary Lang and the Debtor are parties to a contract dated December 24, 2007, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract"). On April 22, 2013, \$49,387.50 was deposited into Ace New York checking account ending in #0229 at City National Bank. ACE GALLERY INVOICE NO. 20 On April 16, 2013, Debtor received 50% of the cost of an advertisement related to gallery artists Benar Venet on the back cover of the May/June issue of Flash Art Magazine as reflected on Invoice No 2010. The total amount of the sale on Invoice No. 2010 was \$3,600.00. On April 22, 2013, \$3,600.00 was deposited into Ace New York checking account ending in #0229 at City National Bank. ACE GALLERY INVOICE NO. 20	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 23 of 100

1		artwork by Justin Bower – Spaceboy V, 2013 – as reflected on Invoice No. 2011.	16 of Compendium of Evidence, p. 95.
3	118.	The total amount of the sale on Invoice No. 2011 was 18,750.00, less a discount per the agreement for a total of \$9,375.00.	Id.
4 5 6	119.	Justin Bower and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Justin Power (the "Power Contract")	Justin Bower Contract at Leslie Decl. II at ¶ 32 (discussing factual foundation regarding Justin
7		by Justin Bower (the "Bower Contract").	Bower contract) and Exhibit M thereto (attaching copy of Justin Bower Contract).
9	120.	On May 6, 2013, \$9,355.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 16 of Compendium of Evidence, pp. 96-97.
11		MAY 2013 POST-PETITION SALES AND	<u>DEPOSITS</u>
13		ACE GALLERY INVOICE NO. 20	<u>12</u>
15			
16	121.	On May 17, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No. 2012.	Invoice No. 2012, Exhibit 17 of Compendium of Evidence, p. 102.
17 18	122.	The total amount of the sale on Invoice No. 2012 was \$533,500.00.	Id.
19 20	123.	On May 20, 2013, \$533,500.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 17 of Compendium of Evidence, pp. 103-204.
21 22	124.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2012.	Chrismas Deposition, 203:22-206:11; 211:6- 213:7; and Exhibits 108- 109; 113 attached thereto.
23			109, 119 attached thereto.
24 25		ACE GALLERY INVOICE NO. 20	<u>13</u>
26 27	125.	On May 17, 2013, Debtor sold one piece of artwork by Mary Corse – Untitled (White Inner Band), 2012 – as reflected on Invoice No. 2013.	Invoice No. 2013, Exhibit 18 of Compendium of
28			Evidence, p. 109.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 24 of 100

1	126.	The total amount of the sale on Invoice No. 2013 was \$125,225.00.	Id.
2	126.5.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
3		contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 28 (discussing factual
4 5		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract).
6			See also Answer of Douglas
7			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
8			Complaint Docket No. 703)
9			(admitting Mary Corse was subject to contract with
10			Debtor and other facts related to Debtor's interests
11			in her artwork).
12	127.	On May 21, 2013, \$125,225.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 18 of Compendium
13		#0229 at City National Bank.	of Evidence, p. 110.
14			
15		ACE GALLERY INVOICE NO. 20	14
15 16	128.		
	128.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The	Invoice No. 2014, Exhibit 19 of Compendium of
16	128.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square,	Invoice No. 2014, Exhibit
16 17	128.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who	Invoice No. 2014, Exhibit 19 of Compendium of
16 17 18 19 20	128.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice	Invoice No. 2014, Exhibit 19 of Compendium of
16 17 18 19		On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115.
16 17 18 19 20 21 22	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00.	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115.
16 17 18 19 20 21 22 23	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into Ace New York checking account ending in	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115. Id. Ace NY Bank Records, Exhibit 19 of Compendium
16 17 18 19 20 21 22 23 24	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into Ace New York checking account ending in	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115. Id. Ace NY Bank Records, Exhibit 19 of Compendium of Evidence, p. 116.
16 17 18 19 20 21 22 23	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115. Id. Ace NY Bank Records, Exhibit 19 of Compendium of Evidence, p. 116.
16 17 18 19 20 21 22 23 24	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into Ace New York checking account ending in #0229 at City National Bank. ACE GALLERY INVOICE NO. 201 On May 24, 2013, Debtor sold one piece of	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115. Id. Ace NY Bank Records, Exhibit 19 of Compendium of Evidence, p. 116. 5A Invoice No. 2015A, Exhibit
16 17 18 19 20 21 22 23 24 25	129.	On May 22, 2013, Debtor sold one piece of artwork by Carl Andre – 100 Ace Zinc Square, 2007 – as reflected on Invoice No 2012. The freight for that sale was charged to the client who purchased the artwork as reflected on Invoice No. 2014 The total amount of the sale on Invoice No. 2014 was \$3,535.00. On May 22, 2013, \$3,535.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Invoice No. 2014, Exhibit 19 of Compendium of Evidence, p. 115. Id. Ace NY Bank Records, Exhibit 19 of Compendium of Evidence, p. 116.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 25 of 100

- 11			
1	132.	The total amount of the sale on Invoice No. 2015A was \$140,000.00.	Id.
2	133.	On June 5, 2013, \$140,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Ex. 20 of Compendium of
3		#0229 at City National Bank.	Evidence, p. 122.
4 5	134.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2015A.	Chrismas Deposition, 221:2-226:6, and Exhibits 118-120 attached thereto.
6			
7		ACE GALLERY INVOICE NO. 20	<u>15</u>
8			
9	135.	On May 28, Debtor sold one piece of artwork by The Date Farmers – Untitled, (American Flag Theme), 2013 – as reflected on Invoice No. 2015.	Invoice No. 2015, Exhibit 21 of Compendium of Evidence, p. 126.
11	136.	The total amount of the sale on Invoice No. 2015 was \$18,000.00.	Id.
12 13	137.	Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the "Date Farmers") and the	Date Farmers Contract at Leslie Decl. II at ¶ 39
14		Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive	(discussing factual foundation regarding Date
15		right during the Bankruptcy Period to represent	Farmers contract) and
16		and sell artworks by the Date Farmers (the " <u>Date</u> <u>Farmers Contract</u> ").	Exhibit T thereto (attaching copy of Date Farmers Contract).
17			,
18	138.	On June 18, 2013, \$8,980.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records,
19		#0229 at City National Bank.	Exhibit 21 of Compendium of Evidence, pp. 127-128.
20	139.	On September 4, 2013, another \$8,980.00 was deposited into Ace New York checking account	Ace NY Bank Records, Exhibit 21 of Compendium
21		ending in #0229 at City National Bank.	of Evidence, pp. 127, 131.
22		-	
23		ACE GALLERY INVOICE NO. 20	<u>16</u>
24	140.	On May 31, 2013, Debtor sold one piece of	Invoice No. 2016, Exhibit
25		artwork by Laurie Lipton – Wanda Always Wanted to Be A Sex Object, 1991 – as reflected	22 of Compendium of
26		on Invoice No. 2016.	Evidence, p. 135.
27	141.	The total amount of the sale on Ace Gallery Invoice No. 2016 was \$15,260.00.	Id.
28		,	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 26 of 100

1	142.	Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the	Laurie Lipton Contract at Leslie Decl. II at ¶ 33
2		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Laurie
3 4		by Laurie Lipton (the " <u>Lipton Contract</u> ").	Lipton contract) and Exhibit N thereto (attaching copy of
5			Laurie Lipton Contract).
6	143.	On June 3, 2013, \$15,260.00 was deposited into	Ace NY Bank Records, Ex.
7		Ace New York checking account ending in #0229 at City National Bank.	22 of Compendium of Evidence, p. 136.
8			
9		ACE GALLERY INVOICE NO. 20	<u>17</u>
10	144.	On June 5, 2013, Debtor sold one piece of	Invoice No. 2017, Exhibit
11	177.	artwork by Justin Bower – Untitled, 2013 – as reflected on Invoice No. 2017.	23 of Compendium of Evidence, p. 140.
12	145.	The total amount of the sale on Invoice No. 2017 was \$20,000.00.	Id.
14	146.	Justin Bower and the Debtor are parties to a contract dated March 31, 2010, by which the	Justin Bower Contract at Leslie Decl. II at ¶ 32
15		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual
16		by Justin Bower (the "Bower Contract").	foundation regarding Justin Bower contract) and Exhibit
17			M thereto (attaching copy of Justin Bower Contract).
18	147.	On June 6, 2013, \$20,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Ex.
19		#0229 at City National Bank.	23 of Compendium of Evidence, pp. 141-142.
20			
21		ACE GALLERY NEW YORK INVOICE	NO. 2019
22	148.	On June 25, 2013, Debtor sold one piece of	Invaiga No. 2010 Exhibit
23	140.	artwork by The Date Farmers – Meteor Shower, 2013 – as reflected on Invoice No. 2019.	Invoice No. 2019, Exhibit 24 of Compendium of Evidence, p. 146.
25	149.	The total amount of the sale on Invoice No. 2019 was \$20,000.00.	Id.
26	150.	Armando Lerma and Carlos Ramirez, a/k/a The	Date Farmers Contract at
27		Date Farmers (the "Date Farmers") and the	Leslie Decl. II at ¶ 39
28		Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive	(discussing factual foundation regarding Date
II.			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 27 of 100

1 2		right during the Bankruptcy Period to represent and sell artworks by the Date Farmers (the " <u>Date Farmers Contract</u> ").	Farmers Contract) and Exhibit T thereto (attaching copy of Date Farmers Contract).
3			
4 5	151.	On July 3, 2013, \$20,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 24 of Compendium of Evidence, pp. 147-148.
6			
7		JULY 2013 POST-PETITION SALES AND	<u>DEPOSITS</u>
8			
9 10		ACE GALLERY NEW YORK INVOICE	NO. 2020
11 12 13 14	152.	On July 2, 2013, Debtor sold one piece of artwork by David Amico – Fast Line 2006; one piece of artwork by Phil Frost – Untitled, 2013 [4' x' 3']; and one piece of artwork by Gary Lang – One (With The) Sting #3, 2011 – as reflected on Invoice No. 2020.	Invoice No. 2020, Exhibit 25 of Compendium of Evidence, p. 152.
15	153.	The total amount of the sale on Invoice No. 2020 was \$132,000.00.	Id.
16 17 18 19 20	154.	Gary Lang and the Debtor are parties to a contract dated December 24, 2007, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	Gary Lang Contract at Leslie Decl. II at ¶ 29 (discussing factual foundation regarding Gary Lang contract) and Exhibit J thereto (attaching copy of Gary Lang Contract).
21 22	155.	On July 2, 2013, \$132,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Ex. 25 of Compendium of Evidence, pp. 152-154.
23	156.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2020.	Chrismas Deposition, 396:14-399:3; and Exhibit 184 attached thereto.
25 26		ACE GALLERY NEW YORK INVOICE N	NO. 2020A
27 28	157.	On July 3, 2013, Debtor sold three pieces of artwork by Helen Pashgian – Untiled, #18, 2012; Untitled #19, 2012; and Untitled (Blue Sphere),	Invoice No. 2020A, Exhibit 26 of Compendium of

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 28 of 100

		2013 – as reflected on Invoice No. 2020A.	Evidence, p. 158.
1	150	The total amount of the sale on Invoice No.	Id.
2	158.	2020A was \$51,200.00	la.
3 4	159.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30
5		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Helen
6		by Helen Pashgian (the "Pashgian Contract").	Pashgian contract) and Exhibit K thereto (attaching copy of Helen Pashgian
7			Contract).
8 9			See also Answer of Douglas Chrismas at ¶ 50 (6 th Amended Complaint
10			Docket No. 703) (admitting Helen Pashgian was a party
11			to a contract with Debtor).
12	160.	On July 8, 2013, \$51,200.00 was deposited into	Ace NY Bank Records,
13		Ace New York checking account ending in #0229 at City National Bank.	Exhibit 26 of Compendium of Evidence, pp. 159-160.
14			
15		ACE GALLERY INVOICE NO. 20	<u>21</u>
16	1.61	On July 22, 2012 Deleter cold are given of	I . N. 2021 E 131.
17	161.	On July 22, 2013, Debtor sold one piece of artwork by Phil Frost – Untitled, 2013 [5' x 4'] – as reflected on Invoice No. 2021.	Invoice No. 2021, Exhibit 27 of Compendium of Evidence, p. 164.
18 19	162.	The total amount of the sale on Invoice No. 2021 was \$52,320.00.	Id.
20	163.	On July 19, 2013, \$52,320.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records,
21		#0229 at City National Bank.	Exhibit 27 of Compendium of Evidence, p. 165.
22	164.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition, 391:3-393:24; and Exhibit
23		No. 2021.	181 attached thereto.
24			
25		ACE GALLERY NEW YORK INVOICE	NO. 2022
26	165.	On July 30, 2013, Debtor sold one piece of	Invoice No. 2022, Exhibit
27 28	100.	artwork by Bernar Venet,—Indetermined Line, 1990 and one piece of artwork by Charles Fine— Flor De Incino, 2012, as reflected on Invoice No.	28 of Compendium of Evidence, p. 169.
201		1 1 2 2 monto, 2012, ao fenedada on mivorce 110.	1

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 29 of 100

		2022.	
2	166.	The total amount of the sale on Invoice No. 2015A was \$172,000.00.	Id.
3 4 5	167.	On August 2, 2013, \$172,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 28 of Compendium of Evidence, pp. 170-171; 174.
6 7	168.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2022.	Chrismas Deposition, 234:24-240:15; and Exhibits 127-131 attached thereto.
9	169.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2022.	Chrismas Deposition, 387:10-389:20; and Exhibit 179 attached thereto.
11		SEPTEMBER 2013 POST-PETITION SALES A	AND DEPOSITS
13 14		ACE GALLERY LOS ANGELES INVOICE	NO. 1614A
15 16	170.	On September 12, 2013, Debtor invoiced the commission due on a direct sale of art by Helen Pashgian.	Invoice No. 1614A, Exhibit 29 of Compendium of Evidence, p. 176.
17 18	171.	The total amount of the sale on Invoice No. 1614A was \$10,000.00.	Id.
19 20 21 22 23	172.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	Helen Pashgian Contract at Leslie Decl. II at ¶ 30 (discussing factual foundation regarding Helen Pashgian contract) and Exhibit K thereto (attaching copy of Helen Pashgian Contract).
24 25 26 27			See also Answer of Douglas Chrismas at ¶ 50 (6 th Amended Complaint Docket No. 703) (admitting Helen Pashgian was a party to a contract with Debtor).
28	173.	On September 20, 2013, \$10,000.00 was deposited into Ace New York checking account	Ace NY Bank Records, Exhibit 29 of Compendium

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 30 of 100

1		ending in #0229 at City National Bank.	of Evidence, p. 177.
2			
3		OCTOBER 2013 POST-PETITION SALES AN	<u>D DEPOSITS</u>
4			
5		ACE GALLERY NEW YORK INVOICE	NO. 2026
6			
7	174.	On October 11, 2013, Debtor sold one piece of artwork by Alex Berg – Young Girls Hair, 2012 – as reflected on Invoice No. 2026.	Invoice No. 2026, Exhibit 30 of Compendium of Evidence, p. 181.
9	175.	The total amount of the sale on Invoice No. 2026 was \$1,962.00.	Id.
10	175.5	Alex Berg and the Debtor are parties to a contract dated August 21, 2013, by which the Debtor had	Alex Berg Contract at Leslie Decl. II at ¶ 37
12		the exclusive right thereafter to represent and sell artworks by Alex Berg (the "Berg Contract").	(discussing factual foundation regarding Alex
13			Berg contract) and Exhibit R thereto (attaching copy of
14			Alex Berg Contract).
15	176.	On October 17, 2013, \$1,962.00 was deposited	Ace NY Bank Records,
16		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 30 of Compendium of Evidence, pp. 182-183.
17			
18 19		ACE GALLERY NEW YORK INVOICE	NO. 2027
20	177.	On October 14, 2013, Debtor sold two pieces of	Invoice No. 2027, Exhibit
21		artwork by Gary Lang – Metallines 1, 2013 and Metal Lines 2, 2013 – as reflected on Invoice No. 2027.	31 of Compendium of Evidence, p. 187.
22	178.	The total amount of the sale on Invoice No. 2027	Id.
23	176.	was \$120,000.00.	la.
24	179.	Gary Lang and the Debtor are parties to a	Gary Lang Contract at
25		contract dated December 24, 2007, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 29 (discussing factual
26		Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	foundation regarding Gary Lang contract) and Exhibit
27			J thereto (attaching copy of Gary Lang Contract).
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 31 of 100

- 11			
1	180.	On October 16, 2013, \$120,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 31 of Compendium of Evidence, p. 188.
2	181.	Mr. Chrismas asserted the Fifth Amendment in	Chrismas Deposition,
4		response to specific questions regarding Invoice 2027.	259:10-263:10; and Exhibits 143-145 attached
5			thereto.
6		ACE GALLERY NEW YORK INVOICE	NO. 2028
7			
8	182.	On October 17, 2013, Debtor sold one piece of artwork by Helen Pashgian – Untitled, (Elliptical	Invoice No. 2028, Exhibit 32 of Compendium of
9		Spheroid), 1969 – as reflected on Invoice No. 2028.	Evidence, p. 192.
10	183.	The total amount of the sale on Invoice No. 2028	Id.
11		was \$37,060.00.	
12	184.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30
13		Debtor had the exclusive right during the	(discussing factual
14		Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	foundation regarding Helen Pashgian contract) and
15 16			Exhibit K thereto (attaching copy of Helen Pashgian Contract).
17			See also Answer of Douglas
18			Chrismas at ¶ 50 (6 th Amended Complaint ECF 703) (admitting Helen
19			Pashgian was a party to a contract with Debtor).
20	185.	On October 18, 2013, \$37,060.00 was deposited	Ace NY Bank Records,
21	103.	into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 32 of Compendium of Evidence, pp. 193-194.
22			
23		NOVEMBER 2013 POST-PETITION SALES A	ND DEPOSITS
24			
25		ACE CALLEDV NEW VODE INVOICE	NO 2020
26		ACE GALLERY NEW YORK INVOICE	NO. 2030
27	186.	On November 25, 2013, Debtor sold two pieces	Invoice No. 2030, Exhibit
28		of artwork by Mary Corse – 1 White Painting,	33 of Compendium of

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 32 of 100

	1968 and 1 Black Painting, 1979 – as reflected on Invoice No. 2030.	Evidence, p. 198.
187.	The total amount of the sale on Invoice No. 2030 was \$300,000.00.	Id.
188.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
	contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 28 (discussing factual
	by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of
		Mary Corse Contract).
		See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
		49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was
		subject to contract with Debtor and other facts
		related to Debtor's interests in her artwork).
189.	On November 25, 2013, \$200,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 33 of Compendium of Evidence, pp. 199-200.
190.	On November 25, 2013, \$100,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 33 of Compendium of Evidence, pp. 199-200.
191.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2030.	Chrismas Deposition, 266:15-267:22; 270:17- 271:1; 273:4-274:2; and Exhibits 147-149 attached thereto.
	ACE GALLERY LOS ANGELES INVOICI	E NO. 1660
192.	On November 27, 2013, Debtor sold three pieces	Invoice No. 1660, Exhibit
	of artwork by De Wain Valentine – Column Gray, 1972-75 [1 of 2]; Column Gray, 1972-75	34 of Compendium of Evidence, p. 204.
	Invoice No. 1660.	
193.	The total amount of the sale on Invoice No. 1660 was \$153,900.00.	Id.
194.	De Wain Valentine and the Debtor were parties to a series of pre-petition consignment contracts	De Wain Valentine Contract at Leslie Decl. II
	188. 189. 190. 191.	Interest of the sale on Invoice No. 2030 The total amount of the sale on Invoice No. 2030 was \$300,000.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract"). On November 25, 2013, \$200,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank. On November 25, 2013, \$100,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank. Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2030. ACE GALLERY LOS ANGELES INVOICI On November 27, 2013, Debtor sold three pieces of artwork by De Wain Valentine — Column Gray, 1972-75 [1 of 2]; Column Gray, 1972-75 [2 of 2], and Skyline 001, 2004 — as reflected on Invoice No. 1660. The total amount of the sale on Invoice No. 1660 was \$153,900.00. De Wain Valentine and the Debtor were parties

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 33 of 100

1		by which the Debtor had the exclusive right to sell certain sculptures by De Wain Valentine (the "Valentine Contracts").	at ¶ 34 (discussing factual foundation regarding De Wain Valentine contract)
2		valentine Contracts).	and Exhibit O thereto
3			(attaching copy of De Wain Valentine Contract).
4 5			See also Answer of Douglas Chrismas at ¶ 51 (6 th
6			Amended Complaint Docket No. 703) (admitting De Wain Valentine was a
7			party to a contract with Debtor).
8			Bestor).
9	195.	On February 18, 2014, \$153,900.00 was deposited into Ace New York checking account	Ace NY Bank Records, Exhibit 34 of Compendium
10		ending in #0229 at City National Bank.	of Evidence, pp. 205-206.
11	196.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition, 274:3-276:19; Chrismas
12		1660.	Depo. Exs. 150-152.
13		ACE GALLERY INVOICE NO. 16	61
14		MCE GREEERT II WOTCE IVO. 10	<u>01</u>
15	197.	On November 27, 2013, Debtor sold three pieces of artwork by De Wain Valentine – Column Gray	Invoice No. 1661, Ex. 35 of
16		#5, 1970; Column Gray #1, 1970; and Column Gray #2, 1970 – as reflected on Invoice No.	Compendium of Evidence, p. 211.
17		1661.	
18	198.	The total amount of the sale on Invoice No. 1661 was \$225,000.00.	Id.
19	199.	De Wain Valentine and the Debtor were parties	De Wain Valentine
20		to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to	Contract at Leslie Decl. II
21		sell certain sculptures by De Wain Valentine (the	at ¶ 34 (discussing factual foundation regarding De
22 23		" <u>Valentine Contracts</u> ").	Wain Valentine contract) and Exhibit O thereto
24			(attaching copy of De Wain Valentine Contract).
25			See also Answer of Douglas
26			Chrismas at ¶ 51 (6 th Amended Complaint Docket No. 703) (admitting
27			De Wain Valentine was a party to a contract with
28			Debtor).
- 1			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 34 of 100

			-
1 2 3	200.	On December 24, 2013, \$50,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Ex. 35 of Compendium of Evidence, pp. 212-213.
4 5	201.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 1661.	Chrismas Deposition, 276:20-277:25; and Exhibit 153 attached thereto.
6 7		DECEMBER 2013 POST-PETITION SALES A	ND DEPOSITS
9		ACE GALLERY NEW YORK INVOICE N	NO. 2031A
10 11 12	202.	On December 8, 2013, Debtor sold one piece of artwork by De Wain Valentine – Column Gray With Cloud, 1969-70 – as reflected on Invoice No. 2031A.	Invoice No. 2031A, Exhibit 36 of Compendium of Evidence, p. 217.
13 14	203.	The total amount of the sale on Invoice No. 2031A was \$480,000.00.	Id.
15 16 17 18	204.	De Wain Valentine and the Debtor were parties to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to sell certain sculptures by De Wain Valentine (the "Valentine Contracts").	De Wain Valentine Contract at Leslie Decl. II at ¶ 34 (discussing factual foundation regarding De Wain Valentine contract) and Exhibit O thereto (attaching copy of De Wain Valentine Contract).
20 21 22 23			See also Answer of Douglas Chrismas at ¶ 51 (6 th Amended Complaint Docket No. 703) (admitting De Wain Valentine was a party to a contract with Debtor).
24 25	205.	On December 13, 2013, \$240,000.00 (two payments of \$120,000.00) was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 36 of Compendium of Evidence, pp. 218-291.
26 27 28	206.	On January 3, 2014, \$240,000.00 (two payments of \$120,000.00) was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 36 of Compendium of Evidence, pp. 218, 222.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 35 of 100

1	207.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice No. 2031A.	Chrismas Deposition, 278:1-282:1; and Exhibits 154-157 attached thereto.			
2			10 / 10 / 10 / 10 / 10 / 10 / 10 / 10 /			
4		ACE GALLERY NEW YORK INVOICE NO. 2031				
5	208.	On December 17, 2013, Debtor sold one piece of	Invoice No. 2031, Exhibit			
6	208.	artwork by De Wain Valentine – Diamond Column Blue, 1968 – as reflected on Invoice No.	37 of Compendium of			
7		2031.	Evidence, p. 226.			
8	209.	The total amount of the sale on Invoice No. 2031 was \$37,060.00.	Id.			
9	210.	De Wain Valentine and the Debtor were parties	De Wain Valentine			
10		to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to	Contract at Leslie Decl. II at ¶ 34 (discussing factual			
11		sell certain sculptures by De Wain Valentine (the "Valentine Contracts").	foundation regarding De Wain Valentine contract)			
12			and Exhibit O thereto (attaching copy of De Wain			
13			Valentine Contract).			
14 15			See also Answer of Douglas Chrismas at ¶ 51 (6 th Amended Complaint Docket No. 703) (admitting			
16 17			De Wain Valentine was a party to a contract with Debtor).			
18		0 0 0 1 10 2012 #27.0(0.00	,			
19	211.	On December 18, 2013, \$37,060.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 37 of Compendium			
20		ending in #0229 at City National Bank.	of Evidence, p. 227.			
21		2014 POST-PETITION SALES AND DEPOSITS				
22						
23		TANKA DAYARA A DOGT DETERMINATION OF THE COLUMN	D DEBOGITS			
24		JANUARY 2014 POST-PETITION SALES AN	<u>D DEPOSITS</u>			
25						
26		ACE GALLERY NEW YORK INVOICE	NO. 2032			
27	212	On January 16, 2014, Debtor sold one piece of	Invoice No. 2022 E-1-1-1-4			
28	212.	On January 10, 2014, Deptor sold one piece of	Invoice No. 2032, Exhibit			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 36 of 100

1		artwork by Gisela Colon – Rectangle Torque Glo-Pod (Iridescent Hot Red/Pink), 2013 – and	38 of Compendium of Evidence, p. 231.
2		one piece of artwork by Helen Pashgian – Sphere (Red, Pale Blue Eyes), 2013 – as reflected on Invoice No. 2032.	-
3			
4	213.	The total amount of the sale on Invoice No. 2032 was \$64,310.00.	Id.
5	214.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30
6		Debtor had the exclusive right during the	(discussing factual
7		Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	foundation regarding Helen Pashgian contract) and
8			Exhibit K thereto (attaching
9			copy of Helen Pashgian Contract).
10			See also Answer of Douglas Chrismas at ¶ 50 (6 th
11			Amended Complaint Docket No. 703) (admitting
12			Helen Pashgian was a party to a contract with Debtor).
13			,
14	215.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at Leslie Decl. II at ¶ 44
15		addition, internal emails at Debtor show an	(discussing factual
16		exchange of a 2014 artist agreement between Ms. Colon and Debtor.	foundation of Gisela Colon sale) and Exhibit Y thereto
17			(attaching Gisela Colon documents).
18			,
19	216.	On January 16, 2014, \$64,310.00 was deposited	Ace NY Bank Records,
20		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 38 of Compendium of Evidence, p. 232.
21	217.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition,
22		No. 2032.	351:25-354:10; 354:9- 357:17; and. Exhibits 166- 167 attached thereto.
23			16 / attached thereto.
24		ACE GALLERY NEW YORK INVOICE	NO. 2033
25		TOTAL	
26	218.	On January 16, 2014, Debtor sold one piece of artwork by Gisela Colon – Skewed Square Glo-	Invoice No. 2033, Exhibit
27		Pod (iridescent Indigo Glue), 2014 – as reflected on Invoice No. 2033.	39 of Compendium of Evidence, p. 236.
28		on invoice No. 2055.	-
- 11			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 37 of 100

- 11				
1		219.	The total amount of the sale on Invoice No. 2033 was \$12,000.00.	Id.
2	,	220.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at
3			addition, internal emails at Debtor show an	Leslie Decl. II at ¶ 44 (discussing factual
5			exchange of a 2014 artist agreement between Ms. Colon and Debtor.	foundation Gisela Colon sale) and Exhibit Y thereto (attaching Gisela Colon documents).
6	_	221.	On January 17, 2014, \$12,000.00 (within the	Ace NY Bank Records,
7	•	221.	\$80,000.00 deposit) was deposited into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 39 of Compendium of Evidence, pp. 237-283.
9				
			ACE GALLERY NEW YORK INVOICE	NO 2034
10			ACE GALLERI NEW TORK INVOICE I	10. 2034
11		222.	On January 19, 2014, Debtor sold one piece of	Invoice No. 2034, Exhibit
12 13			artwork by Justin Bower – Untitled, 2009 – as reflected on Invoice No. 2034.	40 of Compendium of Evidence, p. 242.
14	-	223.	The total amount of the sale on Invoice No. 2034 was \$29,750.00.	Id.
15		224.	Justin Bower and the Debtor are parties to a	Justin Bower Contract at
16			contract dated March 31, 2010, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 32 (discussing factual
17			Bankruptcy Period to represent and sell artworks by Justin Bower (the "Bower Contract").	foundation regarding Justin Bower contract) and Exhibit M thereto (attaching copy
18				of Justin Bower Contract).
19		225.	On January 21, 2014, \$5,000.00 was deposited	Ace NY Bank Records,
20 21			into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 40 of Compendium of Evidence, pp. 243-244.
		226.	On January 23, 2014, \$9,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 40 of Compendium
22			#0229 at City National Bank.	of Evidence, pp. 243-244.
23	-	227.	On January 24, 2014, \$7,500.00 (\$15,750.00	Ace NY Bank Records,
24			total deposit) was deposited into Ace New York checking account ending in #0229 at City	Exhibit 40 of Compendium of Evidence, pp. 243-244.
25			National Bank.	or Evidence, pp. 243-244.
26		228.	On January 24, 2014, \$8,250.00 (\$15,750.00 total deposit) was deposited into Ace New York	Ace NY Bank Records, Exhibit 40 of Compendium
27			checking account ending in #0229 at City National Bank.	of Evidence, pp. 243-244.
28	L			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 38 of 100

- 11			
1	229.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition, 357:22-360:5; and Exhibit
2		2034.	168 attached thereto.
3		ACE GALLERY NEW YORK INVOICE	NO 2035
4		ACE GALLERT NEW TORK INVOICE	110. 2033
5	230.	On January 19, 2014, Debtor sold one piece of artwork by Gisela Colon – Dome Melt Glo-Pod	Invoice No. 2035, Exhibit
6		(Iridescent Blue Green), 2014— as reflected on Invoice No. 2035.	41 of Compendium of Evidence, p. 247.
7		The total amount of the sale on Invoice No. 2035	Id.
8		was \$14,715.00.	lu.
9	231.	The Debtor sold artworks by Gisela Colon in	Gisela Colon documents at
10		sales dating from November 13, 2013. In addition, internal emails at Debtor show an	Leslie Decl. II at ¶ 44 (discussing factual
11		exchange of a 2014 artist agreement between Ms. Colon and Debtor.	foundation Colon sales) and Exhibit Y thereto (attaching
12			Gisela Colon documents).
13 14	232.	On January 21, 2014, \$14,715.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 41 of Compendium of Evidence, p. 248.
15	233.	Mr. Chrismas asserted the Fifth Amendment in	Chrismas Deposition,
16		response to specific questions regarding Invoice No. 2035.	366:22-369:4; 369:5-371:9; 371:10-372:10; and
17			Exhibits 170-173 attached thereto.
18			
19		FEBRUARY 2014 POST-PETITION SALES AN	ND DEPOSITS
20			
21		ACE GALLERY NEW YORK INVOICE	NO. 2037
22			
23	234.	On February 5, 2014, Debtor sold one piece of artwork by Mary Corse – Untitled (White Inner	Invoice No. 2037, Exhibit 42 of Compendium of
24		Bank with Flat White Outer Bands, Beveled), 2012 – as reflected on Invoice No. 2037.	Evidence, p. 252.
25	235.	The total amount of the sale on Invoice No. 2037	Id.
26		was \$72,000.00.	
27	236.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
28		Johnson autou burg 25, 2011, by Willon tile	Legite Been if at 20

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 39 of 100

- 11			
1		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	(discussing factual foundation regarding Mary Corse contract) and Exhibit
2 3		of 1122 (I thereto (attaching copy of Mary Corse Contract).
4			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
5			49 and 67 (6 th Amended Complaint Docket No. 703)
6 7			(admitting Mary Corse was subject to contract with Debtor and other facts
8			related to Debtor's interests in her artwork).
9	237.	On January 16, 2014, \$72,000.00 was deposited	Ace NY Bank Records,
10	231.	into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 42 of Compendium of Evidence, pp. 253-254.
11			711
12		ACE GALLERY NEW YORK INVOICE	NO. 2036
13			
14	238.	On February 11, 2014, Debtor sold one piece of	Invoice No. 2036, Exhibit
15		artwork by Peter Alexander – Seven Part Bar, 2013 – as reflected on Invoice No. 2036.	43 of Compendium of Evidence, p. 258.
16	239.	The total amount of the sale on Invoice No. 2032 was \$163,500.00.	Id.
17	240.	Peter Alexander and the Debtor are parties to a	Peter Alexander Contract at
18	240.	Consignment Agreement dated August 24, 2015, by which the Debtor had the exclusive right	Leslie Decl. II at ¶ 36 (discussing factual
19		thereafter to sell certain consigned artworks by	foundation regarding Peter
20		Peter Alexander (the " <u>Alexander Contract</u> ").	Alexander contract) and Exhibit Q thereto (attaching
21			copy of Peter Alexander Contract).
22			
23	241.	On February 4, 2014, \$150,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records,
24		#0229 at City National Bank.	Exhibit 43 of Compendium of Evidence, pp. 259-260.
25	242.	On February 12, 2014, \$13,500.00 was deposited	Ace NY Bank Records,
26		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 43 of Compendium of Evidence, pp. 259-260.
27	243.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice	Chrismas Deposition, 373:11-377:15; and Exhibit
28		No. 2036.	<u> </u>

1			174 attached thereto.	
2		MADCH 4014 DOCT DETERMON CALLEG AND DEDOCATE		
3		MARCH 2014 POST-PETITION SALES AND DEPOSITS		
4				
5	ACE GALLERY NEW YORK INVOICE NO. 2038			
6	244	On March 10, 2014 Debtor sold three misses of	. N. 2020 F 131:	
7	244.	On March 19, 2014, Debtor sold three pieces of artwork by Gisela Colon – Slab Glo-Pod (Iridescent Green Blue), 2013– as reflected on	Invoice No. 2038, Exhibit 44 of Compendium of Evidence, pp. 264-265.	
8		Invoice No. 2038; Ovoid Glo-Pod (Iridescent Aqua Violet), 2013; and Ovoid Glo-Pod	, FF	
9		(Iridescent Áqua Gold), 2013 – as reflected on Invoice No. 2038.		
10	245.	The total amount of the sale on Invoice No. 2038 was \$38,368.00.	Id.	
12	246.	The Debtor sold artworks by Gisela Colon in	Gisela Colon documents at	
13		sales dating from November 13, 2013. In addition, internal emails at Debtor show an	Leslie Decl. II at ¶ 44 (discussing factual	
14		exchange of a 2014 artist agreement between Ms.	foundation Colon sales) and	
15		Colon and Debtor.	Exhibit Y thereto (attaching Gisela Colon documents).	
16	247	On March 20, 2014, \$38,368.00 was deposited	A NWD 1 D 1	
17 18	247.	into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 44 of Compendium of Evidence, p. 266.	
19				
20		ACE GALLERY NEW YORK INVOICE	NO. 2040	
21	248.	On March 31, 2014, Debtor sold one piece of	Invoice No. 2040, Exhibit	
22		artwork by De Wain Valentine – Ring Agate, 1968 – as reflected on Invoice No. 2040.	45 of Compendium of Evidence, p. 270.	
23	249.	The total amount of the sale on Invoice No. 2040 was \$150,000.00.	Id.	
25	250.	De Wain Valentine and the Debtor were parties	De Wain Valentine	
26		to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to	Contract at Leslie Decl. II at ¶ 34 (discussing factual	
		sell certain sculptures by De Wain Valentine (the	foundation regarding De	
27		" <u>Valentine Contracts</u> ").	Wain Valentine contract) and Exhibit O thereto (attaching conv. of De Wain	
			(attaching copy of De Wain	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 41 of 100

_ 1			Valentine Contract).
2			See also Answer of Douglas Chrismas at ¶ 51 (6 th
3			Amended Complaint Docket No. 703) (admitting
			De Wain Valentine was a
4			party to a contract with Debtor).
5	251	On April 4, 2014, \$150,000.00 was deposited	A NIV D 1 D 1
6	251.	into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 45 of Compendium
7		#0229 at City National Bank.	of Evidence, pp. 271-272.
8			Dan Carra
9		APRIL 2014 POST-PETITION SALES AND	<u>DEPOSITS</u>
10			
11		ACE GALLERY NEW YORK INVOICE	NO. 2041
12			
13	252.	On April 17, 2014, Debtor invoiced a part for the	Invoice No. 2041, Exhibit
14		crating of the De Wain Valentine artwork Ring Agate, 1968 as reflected on Invoice No. 2041.	46 of Compendium of Evidence, p. 276.
15	253.	The total amount of the sale on Invoice No. 2041 was \$648.39.	Id.
16	254.	On January 16, 2014, \$648.39 was deposited into	Ace NY Bank Records,
17 18		Ace New York checking account ending in #0229 at City National Bank.	Exhibit 46 of Compendium of Evidence, pp. 277-278.
19		ACE GALLERY NEW YORK INVOICE	NO. 2042
20		TO A '102 2014 D 14 11 ' C	
21	255.	On April 23, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Sphere),	Invoice No. 2042, Exhibit 47 of Compendium of
22		2014 – as reflected on Invoice No. 2042.	Evidence, p. 282.
23	256.	The total amount of the sale on Invoice No. 2042 was \$39,240.00.	Id.
24	257.	Helen Pashgian and the Debtor are parties to a	Helen Pashgian Contract at
25	231.	contract dated August 9, 2010, by which the	Leslie Decl. II at ¶ 30
26		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Helen
27		by Helen Pashgian (the "Pashgian Contract").	Pashgian contract) and
28			Exhibit K thereto (attaching copy of Helen Pashgian

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 42 of 100

		Contract).
		See also Answer of Douglas Chrismas at ¶ 50 (6 th Amended Complaint
		Docket No. 703) (admitting Helen Pashgian was a party
		to a contract with Debtor).
258.	On April 30, 2014, \$39,240.00 was deposited	Ace NY Bank Records,
	#0229 at City National Bank.	Exhibit 47 of Compendium of Evidence, p. 283.
	MAY 2014 POST-PETITION SALES AND I	<u>DEPOSITS</u>
	ACE GALLERY NEW YORK INVOICE	NO. 2043
259.	On May 2, 2014, Debtor invoiced the delivery	Invoice No. 2043, Exhibit
	and installation for the Peter Alexander painting	48 of Compendium of
	No. 2043.	Evidence, p. 287.
260.	The total amount of the sale on Invoice No. 2043 was \$889.20.	Id.
261.	On May 22, 2014, \$889.20 was deposited into	Ace NY Bank Records,
	Ace New York checking account ending in #0229 at City National Bank.	Exhibit 48 of Compendium of Evidence, pp. 288-289.
	[NO LETTERHEAD] INVOICE NO.	2044
262.		Invoice No. 2044, Exhibit 49 of Compendium of
	Boy in Costume, 2013 – as reflected on Invoice	Evidence, p. 293.
263.	The total amount of the sale on the Invoice No. 2032 was \$2,725.00.	Id.
264.	Alex Berg and the Debtor are parties to a contract	Alex Berg Contract at
	the exclusive right thereafter to represent and sell	Leslie Decl. II at ¶ 37 (discussing factual
	artworks by Alex Berg (the "Berg Contract").	foundation regarding Alex Berg contract) and Exhibit
		R thereto (attaching copy of
	260. 261. 262.	into Ace New York checking account ending in #0229 at City National Bank. MAY 2014 POST-PETITION SALES AND I ACE GALLERY NEW YORK INVOICE I 259. On May 2, 2014, Debtor invoiced the delivery and installation for the Peter Alexander painting Seven Part bar, 2013 – as reflected on Invoice No. 2043. 260. The total amount of the sale on Invoice No. 2043 was \$889.20. 261. On May 22, 2014, \$889.20 was deposited into Ace New York checking account ending in #0229 at City National Bank. [NO LETTERHEAD] INVOICE NO. 262. On May 9, 2014, Debtor sold two pieces of artwork by Alex Berg – Plane Crash, 2013 and Boy in Costume, 2013 – as reflected on Invoice No. 2044. 263. The total amount of the sale on the Invoice No. 2032 was \$2,725.00. 264. Alex Berg and the Debtor are parties to a contract dated August 21, 2013, by which the Debtor had

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 43 of 100

			Alex Berg Contract).
1			,
2	265.	On May 9, 2014, \$2,725.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 49 of Compendium
		#0229 at City National Bank.	of Evidence, p. 294.
4		I I	
5 6		ACE GALLERY NEW YORK INVOICE	NO. 2045
7	266.	On May 27, 2014, Debtor sold one piece of	Invoice No. 2045, Exhibit
8		artwork by De Wain Valentine – Cantilevered Projections, 1965 – as reflected on Invoice No. 2045.	50 of Compendium of Evidence, p. 298.
9	267.	The total amount of the sale on Invoice No. 2045	Id.
10		was \$179,850.00.	
11	268.	De Wain Valentine and the Debtor were parties to a series of pre-petition consignment contracts	De Wain Valentine Contract at Leslie Decl. II
12 13		by which the Debtor had the exclusive right to sell certain sculptures by De Wain Valentine (the	at ¶ 34 (discussing factual foundation regarding De
14		" <u>Valentine Contracts</u> ").	Wain Valentine contract) and Exhibit O thereto
15			(attaching copy of De Wain Valentine Contract).
16			See also Answer of Douglas Chrismas at ¶ 51 (6 th
17			Amended Complaint Docket No. 703) (admitting De Wain Valentine was a
18 19			party to a contract with Debtor).
	2.50	0 14 27 2014 0170 050 00 1 2 1	
20	269.	On May 27, 2014, \$179,850.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 50 of Compendium
22	270.	Mr. Chrismas asserted the Fifth Amendment in	of Evidence, pp. 299-300.
23	270.	response to specific questions regarding Invoice No. 2045.	Chrismas Deposition, 419:8-421:18; and Exhibit 196 attached thereto.
24			250 and the feet.
25		ACE GALLERY NEW YORK INVOICE	NO. 2046
26	271	O. M. 27 2014 D.L. 11 C	V 2016 7 1 11 1
27	271.	On May 27, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled, Sphere, 2013-14 – as reflected on Invoice No. 2046.	Invoice No. 2046, Exhibit 51 of Compendium of
28			Evidence, p. 304.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 44 of 100

1	272.	The total amount of the sale on Invoice No. 2046 was \$36,000.00.	Id.
2	273.	Helen Pashgian and the Debtor are parties to a	Helen Pashgian Contract at
3		contract dated August 9, 2010, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 30 (discussing factual
4 5		Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	foundation regarding Helen Pashgian contract) and Exhibit K thereto (attaching copy of Helen Pashgian
6			Contract).
7			See also Answer of Douglas Chrismas at ¶ 50 (6 th
8			Amended Complaint Docket No. 703) (admitting
9			Helen Pashgian was a party to a contract with Debtor).
10			ŕ
11	274.	On January 16, 2014, \$36,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 51 of Compendium
12		#0229 at City National Bank.	of Evidence, pp. 305-306.
13			NO 2045
14		ACE GALLERY NEW YORK INVOICE	NO. 2047
15	275.	On May 27, 2014, Debtor sold one piece of	Invoice No. 2047, Exhibit
16		artwork by Mary Corse – Untitled, White Inner Ban Beveled – as reflected on Invoice No. 2047	52 of Compendium of Evidence, p. 309.
17		(Invoice No. 2044 marked out to reflect Invoice No. 2047).	Evidence, p. 509.
18	276.	The total amount of the sale on Invoice No. 2047	Id.
19		was \$57,000.00.	
20	277.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
21		Debtor had the exclusive right during the	(discussing factual
22		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
23			I thereto (attaching copy of Mary Corse Contract).
24			See also Answer of Douglas
25			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
26			Complaint Docket No. 703) (admitting Mary Corse was
27			subject to contract with
28			Debtor and other facts related to Debtor's interests
- 11	<u>-</u>		

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 45 of 100

Ш		
		in her artwork).
278	On January 16, 2014, \$57,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 52 of Compendium of Evidence, pp. 310-311.
279	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2047 (referred to as Invoice 2044 but sale reflecting same May 27, 2014 Mary Corse artwork as Invoice 2047).	Chrismas Deposition, 444:25-447:23; and Exhibit 206 attached thereto.
	JUNE 2014 POST-PETITION SALES AND	<u>DEPOSITS</u>
	ACE GALLERY NEW YORK INVOICE	NO. 2048
200	On June 5, 2014, Debtor sold two pieces of	I ' NI 2040 F 1'1'
280	artwork by Justin Bower – Embedded, Beveled 2010 and Feed Back loop II, 2010– as reflected on Invoice No. 2048.	Invoice No. 2048, Exhibit 53 of Compendium of Evidence, p. 315.
283	The total amount of the sale on Invoice No. 2048 was \$50,000.00.	Id.
282	Justin Bower and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Justin Bower (the "Bower Contract").	Justin Bower Contract at Leslie Decl. II at ¶ 32 (discussing factual foundation regarding Justin Bower contract) and Exhibit M thereto (attaching copy of Justin Bower Contract).
283	On June 5, 2014, \$50,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 53 of Compendium of Evidence, pp. 316-317.
	ACE CALLEDY DIVOLOR NO. 4	440
	ACE GALLERY INVOICE NO. 4	449
284	On June 13, 2014, Debtor sold one piece of artwork by Mary Corse – Untitled (White Multi Inner Band Beveled), 2013 – as reflected on Invoice No. 4449.	Invoice No. 4449, Exhibit 54 of Compendium of Evidence, p. 321.
285	The total amount of the sale on Invoice No. 4449 was \$70,850.00	Id.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 46 of 100

1	286.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
2		Debtor had the exclusive right during the	(discussing factual
3		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
4			I thereto (attaching copy of Mary Corse Contract).
5			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
6			49 and 67 (6 th Amended
7			Complaint Docket No. 703) (admitting Mary Corse was
8			subject to contract with Debtor and other facts
9			related to Debtor's interests in her artwork).
10	287.	On June 16, 2014, \$70,850.00 was deposited into	Ace NY Bank Records,
11		Ace New York checking account ending in #0229 at City National Bank.	Exhibit 54 of Compendium of Evidence, p. 322.
12			
13 14		ACE GALLERY INVOICE NO. 20	<u>50</u>
	200	On Lynn 20, 2014 Debton cold one gives of	1 2050 F 131
15 16	288.	On June 29, 2014, Debtor sold one piece of artwork by Laurie Lipton – Hung Up and Over, 2003 – as reflected on Invoice No. 2050.	Invoice No. 2050, Exhibit 55 of Compendium of Evidence, pp. 326-327
17	289.	The total amount of the sale on Invoice No. 2050 was \$18,530.00.	Id.
18	290.	Laurie Lipton and the Debtor are parties to a	Laurie Lipton Contract at
19		contract dated February 27, 2012, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 33 (discussing factual
20		Bankruptcy Period to represent and sell artworks	foundation regarding Laurie
21		by Laurie Lipton (the " <u>Lipton Contract</u> ").	Lipton contract) and Exhibit N thereto (attaching copy of
22			Laurie Lipton Contract).
23	291.	On June 26, 2014, \$18,530.00 was deposited into	Ace NY Bank Records,
24	271.	Ace New York checking account ending in #0229 at City National Bank.	Exhibit 55 of Compendium
25			of Evidence, pp. 328-329; 332.
26			
27		ACE CALLEDY INVOICE NO 20	51
28		ACE GALLERY INVOICE NO. 20	<u> </u>

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 47 of 100

- 11			
1	202	O I 25 2014 D 14 11 ' C	
2	292.	On June 25, 2014, Debtor sold one piece of artwork by Mary Corse – Untitled (White Light Series), 1966 – as reflected on Invoice No. 2051.	Invoice No. 2051, Exhibit 56 of Compendium of Evidence, p. 334.
3	293.	The total amount of the sale on Invoice No. 2051	<i>Id</i> .
4	273.	was \$325,000.00.	Tu.
5 6	294.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
7		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	(discussing factual foundation regarding Mary Corse contract) and Exhibit
8		by Mary Corse (the <u>Corse Contract</u>).	I thereto (attaching copy of Mary Corse Contract).
9			See also Answer of Dougla
0			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint Docket No. 703)
2			(admitting Mary Corse was subject to contract with
3			Debtor and other facts related to Debtor's interests
4			in her artwork).
5	295.	On June 30, 2014, \$325,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 56 of Compendium
6			of Evidence, pp. 335-336.
7		WY V AND A DOCT DETENDING A V FG A NO.	
		JULY 2014 POST-PETITION SALES AND	DEPOSITS
8		JULY 2014 POST-PETITION SALES AND	<u>DEPOSITS</u>
		JULY 2014 POST-PETITION SALES AND	<u>DEPOSITS</u>
9		ACE GALLERY LOS ANGELES INVOICE	
9 0			
9 0 1	296.	ACE GALLERY LOS ANGELES INVOICE On July 14, 2014, Debtor sold one piece of	E NO. 1739 Invoice No. 1739, Exhibit
9 0 1 2	296.	ACE GALLERY LOS ANGELES INVOICI	E NO. 1739
9 0 1 1 2 3 3 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	296. 297.	On July 14, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Disc),	E NO. 1739 Invoice No. 1739, Exhibit 57 of Compendium of
8 9 9 20 21 1 22 23 3 24 25 5 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6		On July 14, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Disc), 2014 – as reflected on Invoice No. 1739. The total amount of the sale on Invoice No. 1739 was \$200,000.00. Helen Pashgian and the Debtor are parties to a	Invoice No. 1739, Exhibit 57 of Compendium of Evidence, pp. 340-341. Id. Helen Pashgian Contract at
9 0 1 2 3 4	297.	On July 14, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Disc), 2014 – as reflected on Invoice No. 1739. The total amount of the sale on Invoice No. 1739 was \$200,000.00.	Invoice No. 1739, Exhibit 57 of Compendium of Evidence, pp. 340-341. Id.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 48 of 100

1			copy of Helen Pashgian Contract).	
2			See also Answer of Douglas Chrismas at ¶ 50 (6 th	
3 4			Amended Complaint Docket No. 703) (admitting Helen Pashgian was a party	
5			to a contract with Debtor).	
6		On August 8, 2014, \$200,000.00 was deposited	Ace NY Bank Records,	
7		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 57 of Compendium of Evidence, pp. 342-343.	
8				
9		ACE GALLERY INVOICE NO. 20	<u>52</u>	
10	299.	On July 22, 2014, Debtor sold one piece of	Invoice No. 2052, Exhibit	
11	2)).	artwork by De Wain Valentine – Smoke Grey Column, 1972 – as reflected on Invoice No.	58 of Compendium of	
12		2045.	Evidence, p. 347.	
13	300.	The total amount of the sale on Invoice No. 2052 was \$115,812.50.	Id.	
14				
15	301.	De Wain Valentine and the Debtor were parties to a series of pre-petition consignment contracts	De Wain Valentine Contract at Leslie Decl. II	
16		by which the Debtor had the exclusive right to	at ¶ 34 (discussing factual	
17		sell certain sculptures by De Wain Valentine (the " <u>Valentine Contracts</u> ").	foundation regarding De Wain Valentine contract)	
18			and Exhibit O thereto (attaching copy of De Wain Valentine Contract).	
19			See also Answer of Douglas	
20			Chrismas at ¶ 51 (6 th Amended Complaint	
21			Docket No. 703) (admitting De Wain Valentine was a	
22			party to a contract with Debtor).	
23				
24	302.	On July 22, 2014, \$115,812.50 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 58 of Compendium	
25			of Evidence, p. 348.	
26				
27		ACE GALLERY INVOICE NO. 2053		
28				

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 49 of 100

303.	On July 22, 2014, Debtor invoiced a customer for a discussion with Douglas Chrismas and Laurie Lipton as reflected on Invoice No. 2045.	Invoice No. 2053, Exhibit 59 of Compendium of Evidence, p. 352.
304.	The total amount of the sale on Invoice No. 2053 was \$13,090.00.	Id.
305.	Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Laurie Lipton (the "Lipton Contract").	Laurie Lipton Contract at Leslie Decl. II at ¶ 33 (discussing factual foundation regarding Laurie Lipton contract) and Exhibit N thereto (attaching copy of Laurie Lipton Contract).
306.	On July 23, 2014, \$13,090.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 59 of Compendium of Evidence, pp. 353-354.
	ACE GALLERY NEW YORK INVOICE	NO. 2054
307.	On July 29, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Column #1), 2010 – as reflected on Invoice No. 2054.	Invoice No. 2054, Exhibit 60 of Compendium of Evidence, p. 358.
308.	The total amount of the sale on Invoice No. 2054 was \$174,400.00.	Id.
	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	Helen Pashgian Contract at Leslie Decl. II at ¶ 30 (discussing factual foundation regarding Helen Pashgian contract) and Exhibit K thereto (attaching copy of Helen Pashgian Contract).
		See also Answer of Douglas Chrismas at ¶ 50 (6 th Amended Complaint Docket No. 703) (admitting Helen Pashgian was a party to a contract with Debtor).
309.	On July 30, 2014, \$174,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 60 of Compendium

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 50 of 100

	l i			I a=
1				of Evidence, p. 359.
2		SEPTEMBER 2014 POST-PETITION SALES AND DEPOSITS		
3				
4			ACE CALLEDY NEW VODY INVOICE	NO. 2059
5			ACE GALLERY NEW YORK INVOICE	NO. 2058
6		310.	On September 11, 2014, Debtor sold one piece of	Invoice No. 2058, Exhibit
7 8			artwork by Laurie Lipton – Bone China, 2009 – as reflected on Invoice No. 2058.	61 of Compendium of Evidence, p. 363.
9		311.	The total amount of the sale on Invoice No. 2058 was \$12,885.00.	Id.
10		312.	Laurie Lipton and the Debtor are parties to a	Laurie Lipton Contract at
11			contract dated February 27, 2012, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 33 (discussing factual
12			Bankruptcy Period to represent and sell artworks	foundation regarding Laurie
13			by Laurie Lipton (the "Lipton Contract").	Lipton contract) and Exhibit N thereto (attaching copy of
14				Laurie Lipton Contract).
15		313.	On September 12, 2014, \$12,885.00 was	Ace NY Bank Records,
16			deposited into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 61 of Compendium of Evidence, pp. 364-365.
17			-	
18			ACE GALLERY NEW YORK INVOICE N	NO. 2059A
19			To 0 4 1 17 2014 D 14 1 1 1	
20		314.	On September 17, 2014, Debtor invoiced a customer for the rental of Ace Gallery Beverly	Invoice No. 2059A, Exhibit 62 of Compendium of
21			Hills, as reflected on Invoice No. 2059A.	Evidence, pp. 369-370.
22		315.	The total amount of the sale on Invoice No. 2059A was \$3,500.00.	Id.
23		316.	On September 18, 2014, \$3,500.00 was deposited	Ace NY Bank Records,
24			into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 62 of Compendium of Evidence, p. 371.
25				71.2.2
26			ACE GALLERY NEW YORK INVOICE	NO. 2060
27				
28		317.	On May 27, 2014, Debtor sold one piece of artwork by Mary Corse – Untitled, 2010 and one	Invoice No. 2060, Exhibit

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 51 of 100

- 11			
1		piece of artwork by Gary Lang – Lluvial, 1991 – as reflected on Invoice No. 2060.	63 of Compendium of Evidence, p. 375.
2	318.	The total amount of the sale on Invoice No. 2060 was \$225,000.00.	Id.
3		,	
4 5	319.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual
6		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of
7			Mary Corse Contract).
8			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
9			49 and 67 (6 th Amended Complaint Docket No. 703)
10			(admitting Mary Corse was subject to contract with
12			Debtor and other facts related to Debtor's interests
13			in her artwork).
14	320.	Gary Lang and the Debtor are parties to a	Gary Lang Contract at
15	320.	contract dated December 24, 2007, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 29 (discussing factual
16		Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	foundation regarding Gary Lang contract) and Exhibit
17		by Sury Lung (the <u>Lung Contract</u>).	J thereto (attaching copy of Gary Lang Contract).
18	321.	On September 22, 2014, \$225,000.00 was	Ace NY Bank Records,
19		deposited into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 63 of Compendium of Evidence, pp 376-377.
20			of Evidence, pp 370 377.
21		ACE GALLERY NEW YORK INVOICE	NO. 2061
22			
23	322.	On September 24, 2014, Debtor sold one piece of artwork by Helen Pashgian – Untitled (Blue &	Invoice No. 2061, Exhibit
24 25		Green with Acrylic Rod), 2014 – as reflected on Invoice No. 2061.	64 of Compendium of Evidence, p. 381.
	323.	The total amount of the sale on Invoice No. 2061	Id.
26		was \$54,000.00.	
27	324.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30
28		1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 52 of 100

1		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Helen
2		by Helen Pashgian (the "Pashgian Contract").	Pashgian contract) and Exhibit K thereto (attaching copy of Helen Pashgian
			Contract).
4 5			See also Answer of Douglas Chrismas at ¶ 50 (6 th
6			Amended Complaint Docket No. 703) (admitting Helen Pashgian was a party
7			to a contract with Debtor).
8	325.	On September 24, 2014, \$54,000.00 was	Ace NY Bank Records,
9		deposited into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 64 of Compendium of Evidence, pp. 382-383.
10			of Evidence, pp. 302-303.
11		OCTOBER 2014 POST-PETITION SALES AN	D DEPOSITS
12			
13		A CE CALLEDY NEW YORK BUYOLCE	NO. 2062
14		ACE GALLERY NEW YORK INVOICE	NO. 2062
15	326.	On October 10, 2014, Debtor sold one piece of	Invoice No. 2062, Exhibit
16		artwork by Mary Corse – Untitled (Black/White Bands Beveled) 2005 – as reflected on Invoice No. 2062.	65 of Compendium of Evidence, p. 387.
		110. 2002.	
17	227	The tetal amount of the cale on Invaire No. 2002	7.1
18	327.	The total amount of the sale on Invoice No. 2062 was \$27,250.00.	Id.
18 19	327. 328.	was \$27,250.00. Mary Corse and the Debtor are parties to a	Mary Corse Contract at
18 19 20		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual
18 19		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary
18 19 20 21 22		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of
18 19 20 21		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract).
18 19 20 21 22 23 24		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract). See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
18 19 20 21 22 23 24 25		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract). See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint Docket No. 703)
18 19 20 21 22 23 24 25 26		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract). See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
18 19 20 21 22 23 24 25		was \$27,250.00. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract). See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 53 of 100

1			in her artwork).
2	329.	On October 10, 2014, \$27,250.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 65 of Compendium
3			of Evidence, pp. 388-389.
4		NOVEMBER 2014 POST-PETITION SALES A	ND DEPOSITS
5			
6			
7		ACE GALLERY NEW YORK INVOICE	NO. 1769
8	330.	On November 18, 2014, Debtor invoiced a	Invoice No. 1769, Exhibit
9	350.	customer for crating and packaging of a Judy Fox	66 of Compendium of
10		painting entitled Snow White as reflected on Invoice No. 1769.	Evidence, p. 393.
11	331.	The total amount of the sale on Invoice No. 1769 was \$650.00.	Id.
12	332.	On November 20, 2014, \$650.00 was deposited	Ace NY Bank Records,
13	332.	into Ace New York checking account ending in	Exhibit 66 of Compendium
14		#0229 at City National Bank.	of Evidence, p. 394.
15		DECEMBER 2014 POST-PETITION SALES AN	ND DEDOCITS
16		DECEMBER 2014 I OST-I ETITION SALES AT	ND DEI OSITS
17			
18		ACE GALLERY NEW YORK INVOICE	NO. 2063
19	222	On December 2, 2014 Debter sold one rises of	1 . N 2002 F 171
20	333.	On December 3, 2014, Debtor sold one piece of artwork by Ruth Pastine – Blue Orange 5-V6032	Invoice No. 2063, Exhibit 67 of Compendium of
21		(Orange Ocre), Interplay Series, 2005 – as reflected on Invoice No. 2063.	Evidence, p. 398.
22	334.	The total amount of the sale on Invoice No. 2063	Id.
23		was \$15,696.00.	
24	335.	Ruth Pastine and the Debtor are parties to two Consignment Agreements dated February 25,	Ruth Pastine Contract at Leslie Decl. II at ¶ 40
25		2015, and October 1, 2015 (the "Pastine	(discussing factual
26		Contract").	foundation regarding Ruth Pastine contract) and
27			Exhibit U thereto (attaching copy of Ruth Pastine
28			Contract).
-			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 54 of 100

336.	On December 4, 2014, \$15,696.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 63 of Compendium of Evidence, pp. 399-400.
		7.11
	ACE GALLERY NEW YORK INVOICE	NO. 2064
337.	On December 22, 2014, Debtor sold one piece of artwork by Mary Corse – Untitled (White Multi	Invoice No. 2064, Exhibit 68 of Compendium of
	Inner Band Beveled), 2012; one piece of artwork by Helen Pashgian – Untitled (Red), 1991; and	Evidence, pp. 404-405.
	one piece of artwork by De Wain Valentine – Circle, Sepia to Rose, 1970 as reflected on Invoice No. 2064.	
338.	The total amount of the sale on Invoice No. 2045 was \$203,000.00.	Id.
339.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
	contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary
	by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract).
		See also Answer of Dougla Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
		Complaint Docket No. 703 (admitting Mary Corse was
		subject to contract with Debtor and other facts
		related to Debtor's interests in her artwork).
340.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30
	Debtor had the exclusive right during the	(discussing factual
	Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	foundation regarding Heler Pashgian contract) and Exhibit K thereto (attachin
		copy of Helen Pashgian Contract).
		See also Answer of Dougla Chrismas at ¶ 50 (6 th
		Amended Complaint Docket No. 703) (admitting Helen Pashgian was a party

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 55 of 100

1			to a contract with Debtor).
2	341.	De Wain Valentine and the Debtor were parties	De Wain Valentine
3		to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to	Contract at Leslie Decl. II at ¶ 34 (discussing factual
4 5 6		sell certain sculptures by De Wain Valentine (the "Valentine Contracts").	foundation regarding De Wain Valentine contract) and Exhibit O thereto (attaching copy of De Wain Valentine Contract).
7			See also Answer of Douglas
8			Chrismas at ¶ 51 (6 th Amended Complaint
9			Docket No. 703) (admitting De Wain Valentine was a party to a contract with Debtor).
10			Bestor).
11	342.	On January 14, 2015, \$19,980.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 68 of Compendium of Evidence, pp. 406-407.
13	343.	On January 20, 2015, \$74,261.20 was deposited into Ace New York checking account ending in	Ace NY Bank Records,
14		#0229 at City National Bank.	Exhibit 68 of Compendium of Evidence, pp. 406-407.
15			
16 17	344.	On February 17, 2015, \$108,738.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 68 of Compendium of Evidence, pp. 406, 410.
18			
19		2015 POST-PETITION SALES AND DE	<u>POSITS</u>
20			
21		JANUARY 2015 POST-PETITION SALES AN	D DEPOSITS
22			
23		ACE GALLERY NEW YORK INVOICE	NO 2066
24		ACE GALLENT NEW TORK INVOICE	110. 2000
26	345.	On January 11, 2015, Debtor invoiced a customer for the delivery and sale of Mary Corse artworks, as reflected on Invoice No. 2066.	Invoice No. 2066, Exhibit 69 of Compendium of
27	346.	The total amount of the sale on Invoice No. 2066	Evidence, p. 145.
28	570.	was \$1,360.00.	IW.
- 11			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 56 of 100

			1
1 2	347.	On February 6, 2015, \$1,360.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 69 of Compendium of Evidence, p. 416.
3 4		ACE GALLERY NEW YORK INVOICE	NO. 2067
5			
6	348.	On January 14, 2015, Debtor sold one piece of artwork by Gary Lang – Three Planets, 2011 – as reflected on Invoice No. 2067.	Invoice No. 2067, Exhibit 70 of Compendium of Evidence, p. 421.
8	349.	The total amount of the sale on Invoice No. 2067 was \$188,500.00.	Id.
9 10 11 12	350.	Gary Lang and the Debtor are parties to a contract dated December 24, 2007, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Gary Lang (the "Lang Contract").	Gary Lang Contract at Leslie Decl. II at ¶ 29 (discussing factual foundation regarding Gary Lang contract) and Exhibit J thereto (attaching copy of Gary Lang Contract).
14	351.	On January 15, 2015, \$188,500.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 70 of Compendium of Evidence, pp. 422-423.
16 17		ACE GALLERY NEW YORK INVOICE	NO. 2068
18 19	352.	On January 15, 2015, Debtor sold one piece of artwork by The Date Farmers – Varrio, 2012 – as reflected on Invoice No. 2068.	Invoice No. 2068, Exhibit 71 of Compendium of Evidence, p. 429.
20	353.	The total amount of the sale on Invoice No. 2068 was \$8,720.00.	Id.
22	354.	Armando Lerma and Carlos Ramirez, a/k/a The Date Farmers (the " <u>Date Farmers</u> ").and the	Date Farmers Contract at Leslie Decl. II at ¶ 39
23		Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent	(discussing factual foundation regarding Date Farmers contract) and
24 25		and sell artworks by the Date Farmers (the " <u>Date</u> Farmers Contract").	Exhibit T thereto (attaching copy of Date Farmers
26			Contract).
27 28	355.	On January 20, 2015, \$8,720.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 71 of Compendium

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 57 of 100

1			of Evidence, pp. 430-431.
2	ACE GALLERY NEW YORK INVOICE NO. 2069		
3		ACE GALLERT NEW TORK INVOICE	110. 2007
4 5	356.	On January 15, 2015, Debtor sold one piece of artwork by Justin Bower – Vivisection (1), 2012 – as reflected on Invoice No. 2069.	Invoice No. 2069, Exhibit 72 of Compendium of Evidence, p. 437.
6	357.	The total amount of the sale on Invoice No. 2069 was \$43,600.00.	Id.
8	358.	Justin Bower and the Debtor are parties to a contract dated March 31, 2010, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	Justin Bower Contract at Leslie Decl. II at ¶ 32 (discussing factual foundation regarding Justin
10 11		by Justin Bower (the "Bower Contract").	Bower contract) and Exhibit M thereto (attaching copy of Justin Bower Contract).
12 13	359.	On January 16, 2015, 43,600.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 72 of Compendium of Evidence, pp. 438-439.
141516		FEBRUARY 2015 POST-PETITION SALES AN	ND DEPOSITS
17 18		ACE GALLERY LOS ANGELES INVOICI	E NO. 1790
19 20	360.	On February 2, 2015, Debtor sold one piece of artwork by Peter Alexander – Flow Lime Exile Wedge, 2014 – as reflected on Invoice No. 1790.	Invoice No. 1790, Exhibit 73 of Compendium of Evidence, pp. 445-446.
21	361.	The total amount of the sale on Invoice No. 1790 was \$21,800.00.	Id.
22 23	362.	Peter Alexander and the Debtor are parties to a Consignment Agreement dated August 24, 2015,	Peter Alexander Contract at Leslie Decl. II at ¶ 36
24		by which the Debtor had the exclusive right thereafter to sell certain consigned artworks by	(discussing factual foundation regarding Peter
25		Peter Alexander (the " <u>Alexander Contract</u> ").	Alexander contract) and Exhibit Q thereto (attaching
26			copy of Peter Alexander Contract).
27 28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 58 of 100

363.	On January 27, 2015, \$21,800.00 was deposited	A NIV D 1 D 1
	into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 73 of Compendium of Evidence, p. 447.
	ACE GALLERY LOS ANGELES INVOICE	E NO. 1792
364.	On February 13, 2015, Debtor sold one piece of artwork by Laurie Lipton – Round and Round, 2012 – as reflected on Invoice No. 1792.	Invoice No. 1792, Ex. 74 of Compendium of Evidence, p. 453.
365.	The total amount of the sale on Invoice No. 1792 was \$35,970.00.	Id.
366.	Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Laurie Lipton (the "Lipton Contract").	Laurie Lipton Contract at Leslie Decl. II at ¶ 33 (discussing factual foundation regarding Laurie Lipton contract) and Exhibit N thereto (attaching copy of Laurie Lipton Contract).
367.	On February 17, 2015, \$35,970.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 74 of Compendium of Evidence, pp. 454, 458.
	ACE GALLERY LOS ANGELES INVOICE	E NO. 1797
368.	On February 15, 2015, Debtor sold one piece of artwork by Mary Corse – Untitled, 2010 White Flat w 3 Inner Bands; one piece of artwork by Gisela Colon – Ultra Spheroid Glo-Pod (Iridescent Lilac), 2014; and one piece of artwork by Helen Pashgian – Untitled (Column #8), 2011 as reflected on Invoice No. 1797.	Invoice No. 1797, Exhibit 75 of Compendium of Evidence, pp. 460-463.
369.	The total amount of the sale on Invoice No. 1979 was \$258,000.00.	Id.
370.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract). See also Answer of Douglas
	365. 366. 367. 368.	ACE GALLERY LOS ANGELES INVOICE 364. On February 13, 2015, Debtor sold one piece of artwork by Laurie Lipton – Round and Round, 2012 – as reflected on Invoice No. 1792. 365. The total amount of the sale on Invoice No. 1792 was \$35,970.00. 366. Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Laurie Lipton (the "Lipton Contract"). 367. On February 17, 2015, \$35,970.00 was deposited into Ace New York checking account ending in #0229 at City National Bank. ACE GALLERY LOS ANGELES INVOICE 368. On February 15, 2015, Debtor sold one piece of artwork by Mary Corse – Untitled, 2010 White Flat w 3 Inner Bands; one piece of artwork by Gisela Colon – Ultra Spheroid Glo-Pod (Iridescent Lilac), 2014; and one piece of artwork by Helen Pashgian – Untitled (Column #8), 2011 – as reflected on Invoice No. 1797. 369. The total amount of the sale on Invoice No. 1979 was \$258,000.00. 370. Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 59 of 100

1 2 3 4 5			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was subject to contract with Debtor and other facts related to Debtor's interests in her artwork).
6	371.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at Leslie Decl. II at ¶ 44
7		addition, internal emails at Debtor show an exchange of a 2014 artist agreement between Ms.	(discussing factual foundation Gisela Colon
8		Colon and Debtor.	sale) and Exhibit Y thereto (attaching Gisela Colon
9			documents).
10	272	H 1 D 1 : 14 D 14	H.I. D. I.: C
11 12	372.	Helen Pashgian and the Debtor are parties to a contract dated August 9, 2010, by which the Debtor had the exclusive right during the	Helen Pashgian Contract at Leslie Decl. II at ¶ 30 (discussing factual
13		Bankruptcy Period to represent and sell artworks by Helen Pashgian (the "Pashgian Contract").	foundation regarding Helen Pashgian contract) and
14			Exhibit K thereto (attaching copy of Helen Pashgian
15			Contract). See also Answer of Douglas
16 17			Chrismas at ¶ 50 (6 th Amended Complaint Docket No. 703) (admitting
18			Helen Pashgian was a party to a contract with Debtor).
19	373.	On March 19, 2015, \$258,000.00 was deposited	Ace NY Bank Records,
20	373.	into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 75 of Compendium of Evidence, pp. 464-465.
21	374.	Mr. Chrismas asserted the Fifth Amendment in	Chrismas Deposition,
22		response to specific questions regarding Invoice No. 1797.	574:7-577:10; 577:11- 579:15; and Exhibits 253-
23			254 attached thereto.
24 25		[NO LETTERHEAD] INVOICE NO. 2	074A
26		•	
27	375.	On February 17, 2015, Debtor sold one piece of artwork by Natalie Arnoldi – Red Eye, 2014 – as	Invoice No. 2074A, Exhibit 76 of Compendium of
28		reflected on Invoice No. 2074A.	Evidence, p. 470.
-			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 60 of 100

- 11			
1	376.	The total amount of the sale on Invoice No. 2074A was \$12,000.00.	Id.
2	377.	Natalie Arnoldi and the Debtor are parties to a contract dated December 29, 2014, by which the	Natalie Arnoldi Contract at Leslie Decl. II at ¶ 31
		Debtor had the exclusive right during the	(discussing factual foundation regarding
4 5		Bankruptcy Period to represent and sell artworks by Natalie Arnoldi (the "Arnoldi Contract").	Natalie Arnoldi contract) and Exhibit L thereto
6			(attaching copy of Natalie Arnoldi Contract).
7	378.	On February 24, 2015, \$12,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 76 of Compendium of Evidence, pp. 471-472.
9			612/100100, pp. 1/12 1/2
10		MARCH 2015 POST-PETITION SALES AND	<u>D DEPOSITS</u>
11			
12		ACE GALLERY LOS ANGELES INVOICI	Z NO. 1901
13		ACE GALLENT LOS ANGELES INVOICE	E NO. 1601
14	379.	On March 13, 2015, Debtor sold one piece of artwork by Gisela Colon – Ovoid Glo-Pod	Invoice No. 1801, Exhibit
15		(Iridescent Orange), 2013 – as reflected on Invoice No. 1801.	77 of Compendium of Evidence, pp. 477-478.
16	380.	The total amount of the sale on Invoice No. 1801	Id.
17	380.	was \$13,080.00.	lu.
18	381.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at Leslie Decl. II at ¶ 44
19		addition, internal emails at Debtor show an	(discussing factual
20		exchange of a 2014 artist agreement between Ms. Colon and Debtor.	foundation Gisela Colon sale) and Exhibit Y thereto
21			(attaching Gisela Colon documents).
22			·
23	382.	On March 20, 2015, \$13,080.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 77 of Compendium
24		#0229 at City National Bank.	of Evidence, p. 479.
25			PERCOTE
26		APRIL 2015 POST-PETITION SALES AND	<u>DEPOSITS</u>
27			
28			

		ACE GALLERY LOS ANGELES INVOICE NO. 1828				
1		ACE GALLERY LOS ANGELES INVOICE	2 NO. 1828			
2	388.	On April 11, 2015, Debtor sold one piece of artwork by Alexander Yulish – Sitting with Dolores, 2015 – as reflected on Invoice No.	Invoice No. 1828, Exhibit 79 of Compendium of			
4		1828.	Evidence, p. 489.			
5	389.	The total amount of the sale on Invoice No. 1828 was \$50,000.00.	Id.			
6 7	390.	Alexander Yulish and the Debtor are parties to a contract dated August 26, 2014, by which the	Alexander Yulish Contract at Leslie Decl. II at ¶ 35			
8		Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish	(discussing factual foundation regarding			
9		(the "Yulish Contract").	Alexander Yulish contract) and Exhibit P thereto			
10			(attaching copy of Alexander Yulish Contract).			
11						
12 13	391.	On February 11, 2016, \$25,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 79 of Compendium of Evidence, pp. 490-491.			
14 15	392.	On March 16, 2016, \$25,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 79 of Compendium of Evidence, pp. 490, 494.			
16		ACE CALLEDY NEW YORK INVOICE	NO 2076			
17 18		ACE GALLERY NEW YORK INVOICE	NO. 20/6			
19	393.	On April 23, 2015, Debtor sold one piece of artwork by Natalie Arnoldi – Quarter Past, 2014	Invoice No. 2076, Exhibit 80 of Compendium of			
20		and one piece of artwork from Mary Corse – White Multiple Inner Band Beveled, 2012 as reflected on Invoice No. 2076.	Evidence, p. 497.			
21	394.	The total amount of the sale on Invoice No. 2076	Id.			
22	394.	was \$399,200.00 and \$35,928.00 for sales tax.	Tu.			
23	395.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28			
24		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary			
26		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of			
27			Mary Corse Contract). See also Answer of Douglas			
28			Chrismas at ¶¶ 45, 46, 47,			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 63 of 100

49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was subject to contract with
Debtor and other facts related to Debtor's interests in her artwork).
Natalie Arnoldi Contract at the Leslie Decl. II at ¶ 31
(discussing factual rks foundation regarding
Natalie Arnoldi contract)
and Exhibit L thereto (attaching copy of Natalie
Arnoldi Contract).
d Ace NY Bank Records, Exhibit 80 of Compendium
of Evidence, pp. 498-499.
Ace NY Bank Records, Exhibit 80 of Compendium of Evidence, pp. 502-502.
n Chrismas Deposition,
579:16-582:12; 591:14- 592:9; and Exhibits 255,
259 attached thereto.
ICE NO. 2079
Invoice No. 2079, Exhibit
ack 14 – 81 of Compendium of Evidence, p. 506.
079 <i>Id.</i>
Mary Corse Contract at
Leslie Decl. II at ¶ 28 (discussing factual
rks foundation regarding Mary Corse contract) and Exhibit
I thereto (attaching copy of Mary Corse Contract).
See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 64 of 100

1 2 3			49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was subject to contract with Debtor and other facts related to Debtor's interests
4			in her artwork).
5 6	403.	On May 15, 2015, \$252,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 81 of Compendium of Evidence, pp. 507-508.
7			
8		ACE GALLERY NEW YORK INVOICE	NO. 2077
9	404.	On April 27, 2015, Debtor sold one piece of	Invoice No. 2077, Exhibit
10 11	101.	artwork by Gisela Colon – Ultra Spheroid Glo- Pod (Iridescent Orange), 2014 – as reflected on Invoice No. 2077.	82 of Compendium of Evidence, p. 512.
12	405.	The total amount of the sale on Invoice No. 2077	Id.
13		was \$52,320.00.	
14	406.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at Leslie Decl. II at ¶ 44
15		addition, internal emails at Debtor show an exchange of a 2014 artist agreement between Ms. Colon and Debtor.	(discussing factual foundation Gisela Colon
16 17		Colon and Debtor.	sale) and Exhibit Y thereto (attaching Gisela Colon documents).
18			
19	407.	On April 28, 2015, \$52,320.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 82 of Compendium
20		#0229 at City National Bank.	of Evidence, pp. 513-514.
21		MAY 2015 POST-PETITION SALES AND	NFPOSITS
22		MAT 2013 TOST-TETITION SALES AND I	DEI OSITS
23			
24		ACE GALLERY NEW YORK INVOICE	NO. 2078
25	400	On Moved 2015 Deltan sald an arises of	1 . 1 2070 7
26 27	408.	On May 4, 2015, Debtor sold one piece of artwork by Natalie Arnoldi – Socket, 2001 – as reflected on Invoice No. 2078.	Invoice No. 2078, Exhibit 83 of Compendium of Evidence, p. 518.
28	409.	The total amount of the sale on Invoice No. 2078 was \$7,000.00.	Id.
- 11			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 65 of 100

1 2 3 4 5	410.	Natalie Arnoldi and the Debtor are parties to a contract dated December 29, 2014, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Natalie Arnoldi (the "Arnoldi Contract").	Natalie Arnoldi Contract at Leslie Decl. II at ¶ 31 (discussing factual foundation regarding Natalie Arnoldi contract) and Exhibit L thereto (attaching copy of Natalie Arnoldi Contract).
6 7	411.	On May 4, 2015, \$7,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 83 of Compendium of Evidence, pp. 519-520.
8			
9		ACE GALLERY NEW YORK INVOICE	NO. 2080
10 11 12	412.	On May 19, 2015, Debtor sold one piece of artwork by Alexander Yulish – Indrani (White, Black & Red), 2015 – as reflected on Invoice No. 2080.	Invoice No. 2080, Exhibit 84 of Compendium of Evidence, p. 524.
13 14	413.	The total amount of the sale on Invoice No. 2080 was \$28,000.00.	Id.
15 16 17 18 19	414.	Alexander Yulish and the Debtor are parties to a contract dated August 26, 2014, by which the Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish (the "Yulish Contract").	Alexander Yulish Contract at Leslie Decl. II at ¶ 35 (discussing factual foundation regarding Alexander Yulish contract) and Exhibit P thereto (attaching copy of Alexander Yulish Contract).
20 21 22	415.	On May 29, 2015, \$28,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 84 of Compendium of Evidence, pp. 525-526.
23 24		JUNE 2015 POST-PETITION SALES AND	DEPOSITS
25 26		ACE GALLERY NEW YORK INVOICE	NO. 2081
27 28	416.	On June 9, 2015, Debtor sold two pieces of artwork by Mary Corse – Untitled (White, Black & Red), 2015 and Untitled (White Inner Band	Invoice No. 2081, Exhibit 85 of Compendium of

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 66 of 100

- 11			
1		With Flat White Outer Band), 2012 – as reflected on Invoice No. 2081.	Evidence, p. 530.
2	417.	The total amount of the sale on Invoice No. 2081 was \$211,200.00.	Id.
	418.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
4		contract dated July 25, 2011, by which the	Leslie Decl. II at ¶ 28
5 6		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	(discussing factual foundation regarding Mary Corse contract) and Exhibit
7			I thereto (attaching copy of Mary Corse Contract).
8			See also Answer of Douglas
9			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint ECF 703)
10 11			(admitting Mary Corse was subject to contract with
12			Debtor and other facts related to Debtor's interests in her artwork).
13	410	On June 9, 2015, \$211,000.00 was deposited into	,
14	419.	Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 85 of Compendium of Evidence, pp. 531-532.
15			or E. (achee), pp. 231-232.
16		ACE GALLERY NEW YORK INVOICE	NO. 2082
17			
18	420.	On June 12, 2015, Debtor sold one piece of artwork by Natalie Arnoldi – Untitled, 2015 – as	Invoice No. 2082, Exhibit
19		reflected on Invoice No. 2082.	86 of Compendium of Evidence, p. 536.
20	421.	The total amount of the sale on No. 2082 was \$24,080.00.	Id.
21	422.	Natalie Arnoldi and the Debtor are parties to a	Natalie Arnoldi Contract at
22		contract dated December 29, 2014, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 31 (discussing factual
23		Bankruptcy Period to represent and sell artworks	foundation regarding
24 25		by Natalie Arnoldi (the " <u>Arnoldi Contract</u> ").	Natalie Arnoldi contract) and Exhibit L thereto (attaching copy of Natalie
			Arnoldi Contract).
26 27	423.	On June 15, 2015, \$24,080.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 86 of Compendium
28			of Evidence, p. 538.

1		ACE GALLERY LOS ANGELES INVOICE	E NO. 1827
3 4	424.	On June 24, 2015, Debtor sold one piece of artwork by Gisela Colon – Hyper Ellipsoid Glo-Pod (Iridescent Blue), 2014 – as reflected on Invoice No. 1827.	Invoice No. 1827, Exhibit 87 of Compendium of Evidence, pp. 542-543.
5 	425.	The total amount of the sale on Invoice No. 1827	Id.
,		was \$96,000.00.	
	426.	The Debtor sold artworks by Gisela Colon in sales dating from November 13, 2013. In	Gisela Colon documents at Leslie Decl. II at ¶ 44
		addition, internal emails at Debtor show an exchange of a 2014 artist agreement between Ms.	(discussing factual foundation Gisela Colon
		Colon and Debtor.	sale) and Exhibit Y thereto (attaching Gisela Colon documents).
			documents).
	427.	On January 15, 2015, \$48,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 87 of Compendium
$\ \ $		WOZZO at Gity I tational Bank.	of Evidence, pp. 544-545.
		JULY 2015 POST-PETITION SALES AND	<u>DEPOSITS</u>
; ;			
		ACE GALLERY NEW YORK INVOICE N	NO. 2082A
,	428.	On January 14, 2015, Debtor by Jennifer Kellen,	Lucy in No. 2002 A. Eviliti
	420.	Director, "Ace Gallery Beverly Hills," invoiced a customer for the installation of photos by Martin	Invoice No. 2082A, Exhibi 88 of Compendium of Evidence, p. 549.
		Schoeller at a restaurant in Beverly Hills. California as reflected on Invoice No. 2082A.	Evidence, p. 319.
	429.	The total amount of the sale on Invoice No. 2082A was \$4,800.00.	Id.
	430.	On July 6, 2015, \$4,800.00 was deposited into	Aca NV Dank Dagarda
	430.	Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 88 of Compendium of Evidence, pp. 550-551.
			1
		ACE GALLERY LOS ANGELES INVOICE	E NO. 1826

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 68 of 100

- 11			
1	431.	On July 4, 2015, Debtor sold one piece of artwork by Mary Corse – Untitled (White, Black	Invoice No. 1826, Exhibit 89 of Compendium of
2		and Beveled), 2006 – as reflected on Invoice No. 1826.	Evidence, pp. 555-556.
3	432.	The total amount of the sale on Invoice No. 1826 was \$175,000.00.	Id.
4		,	
5	433.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual
6 7		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
8		by Mary Corse (the Corse Contract).	I thereto (attaching copy of Mary Corse Contract).
9			See also Answer of Douglas
10			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
11			Complaint ECF 703) (admitting Mary Corse was
12 13			subject to contract with Debtor and other facts related to Debtor's interests
14			in her artwork).
15	434.	On July 7, 2015, \$165,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 89 of Compendium of Evidence, pp. 557-558.
16			711
17		ACE GALLERY NEW YORK INVOICE	NO. 2084
18			
19	435.	On July 15, 2015, Debtor sold three pieces of artwork by Mary Corse – Untitled (Blue, Black	Invoice No. 2084, Exhibit 90 of Compendium of
20		and White), 2015; Untitled (Yellow, Black, White), 2015; and Untitled (Black, White) 2014	Evidence, p. 562.
21		– as reflected on Invoice No. 2084.	
22	436.	The total amount of the sale on Invoice No. 2084 was \$216,000.00.	Id.
23	437.	Many Cause and the Debton are neutice to a	Marry Carrae Contract at
24	437.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
25		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary
26		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of
27			Mary Corse Contract).
28			See also Answer of Douglas

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 69 of 100

1 2 3 4 5			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended Complaint ECF 703) (admitting Mary Corse was subject to contract with Debtor and other facts related to Debtor's interests in her artwork).
6	438.	On July 15, 2015, \$108,000.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 90 of Compendium
7		#0229 at City National Bank.	of Evidence, pp. 563-564.
8	439.	On July 16, 2015, \$108,000.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 90 of Compendium of Evidence, pp. 563-564.
10			
		ACE GALLERY LOS ANGELES INVOICE	E NO. 1837
11			
12 13	440.	On July 25, 2015, Debtor sold one piece of artwork by Mary Corse – Untitled, (Black Light), 1989 – as reflected on Invoice No. 1837.	Invoice No. 1837, Exhibit 91 of Compendium of Evidence, pp. 568-569.
14 15	441.	The total amount of the sale on Invoice No. 1837 was \$160,000.00.	Id.
16 17 18 19	442.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	Mary Corse Contract at Leslie Decl. II at ¶ 28 (discussing factual foundation regarding Mary Corse contract) and Exhibit I thereto (attaching copy of Mary Corse Contract).
20			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
21			49 and 67 (6 th Amended
22			Complaint Docket No. 703) (admitting Mary Corse was
23 24			subject to contract with Debtor and other facts related to Debtor's interests in her artwork).
25	443.	On August 4, 2015, \$159,972.00 was deposited	Ace NY Bank Records,
26		into Ace New York checking account ending in #0229 at City National Bank.	Exhibit 91 of Compendium of Evidence, pp. 570-571.
27			от Буюснос, рр. 570-571.
28			

1		ACE GALLERY LOS ANGELES INVOICE	E NO. 1838	
2 3	444.	On July 25, 2015, Debtor sold one piece of artwork by Alexander Yulish – The Two of Them, 2014 – as reflected on Invoice No. 1838.	Invoice No. 1838, Exhibit 92 of Compendium of	
4 5	445.	The total amount of the sale on Invoice No. 1838 was \$28,000.00.	Evidence, pp. 575-577; 584. <i>Id.</i>	
6 7 8 9 0	446.	Alexander Yulish and the Debtor are parties to a contract dated August 26, 2014, by which the Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish (the "Yulish Contract").	Alexander Yulish Contract at Leslie Decl. II at ¶ 35 (discussing factual foundation regarding Alexander Yulish contract) and Exhibit P thereto (attaching copy of Alexander Yulish Contract).	
) 2 3	447.	On August 6, 2015, \$29,500.00 was deposited into Ace New York checking account ending in #4773 at City National Bank.	Ace NY Bank Records, Exhibit 92 of Compendium of Evidence, pp. 578-579.	
- - - -	448.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 1838.	Chrismas Deposition, 588:2-591:13; and Exhibit 258 attached thereto.	
5 7		ACE GALLERY LOS ANGELES INVOICE NO. 1836		
3 9	449.	On July 30, 2015, Debtor sold one piece of artwork by Natalie Arnoldi – Dume, 2012 – as reflected on Invoice No. 1836.	Invoice No. 1836, Exhibit 93 of Compendium of Evidence, p. 592.	
	450.	The total amount of the sale on Invoice No. 1836 was \$20,165.00.	Id.	
33 33 35 35 35 35 35 35 35 35 35 35 35 3	451.	Natalie Arnoldi and the Debtor are parties to a contract dated December 29, 2014, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Natalie Arnoldi (the "Arnoldi Contract").	Natalie Arnoldi Contract at Leslie Decl. II at ¶ 31 (discussing factual foundation regarding Natalie Arnoldi contract) and Exhibit L thereto (attaching copy of Natalie Arnoldi Contract).	
7 	452.	On August 11, 2015, \$20,165.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 93 of Compendium of Evidence, pp. 593-594.	

1 2	AUGUST 2015 POST-PETITION SALES AND DEPOSITS		
3			
4		ACE GALLERY LOS ANGELES INVOICE	E NO. 1846
5	453.	On August 17, 2015, Debtor sold one piece of	Invoice No. 1946 Exhibit
6 7	433.	artwork by Mary Corse – Untitled (Red Double Arch), 1999 – as reflected on Invoice No. 1846.	Invoice No. 1846, Exhibit 94 of Compendium of Evidence, pp. 598-599.
8	454.	The total amount of the sale on Invoice No. 1846 was \$100,000.00.	Id.
9	455.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
10		contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 28 (discussing factual
11		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
12		by Mary Corse (the Corse Contract).	I thereto (attaching copy of
13			Mary Corse Contract).
14			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
15 16			49 and 67 (6 th Amended Complaint Docket No. 703) (admitting Mary Corse was
17			subject to contract with Debtor and other facts related to Debtor's interests in her artwork).
19	456.	On September 17, 2015, \$100,000.00 was	Ace NY Bank Records,
20		deposited into Ace New York checking account ending in #4733 at City National Bank.	Exhibit 94 of Compendium of Evidence, pp. 599-560.
21			
22		ACE GALLERY LOS ANGELES INVOICI	E NO. 1848
23	457.	On August 25, 2015, Debtor sold one piece of	Invoice No. 1040 Eulilia
24	43/.	artwork by Alexander Yulish – The Two of Us,	Invoice No. 1848, Exhibit 95 of Compendium of
25	Invoice No. 1849	2003 and With Dog, 2015 – as reflected on Invoice No. 1848.	Evidence, pp. 604-605.
26	458.	The total amount of the sale on Invoice No. 1848 was \$49,000.00.	Id.
27	459.	Alexander Yulish and the Debtor are parties to a	Alexander Yulish Contract
28		contract dated August 26, 2014, by which the	at Leslie Decl. II at ¶ 35

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 72 of 100

1 2			Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish (the "Yulish Contract").	(discussing factual foundation regarding Alexander Yulish contract)
3				and Exhibit P thereto (attaching copy of
4				Alexander Yulish Contract).
5		460.	On October 19, 2015, \$48,965.00 was deposited	Ace NY Bank Records,
6			into Ace New York checking account ending in #4733 at City National Bank.	Exhibit 95 of Compendium of Evidence, pp. 606-607.
7				
8		į	SEPTEMBER 2015 POST-PETITION SALES A	ND DEPOSITS
9				
10			ACE GALLERY NEW YORK INVOICE	NO. 2089
12				
13		461.	On September 3, 2015, Debtor sold two pieces of artwork by Matt Hope – Meltdown, 2008 and Meltdown, 2009 – as reflected on Invoice No.	Invoice No. 2089, Exhibit 96 of Compendium of
14			2089.	Evidence, p. 611.
15		462.	The total amount of the sale on Invoice No. 2089 was \$33,572.00.	Id.
16		463.	Matt Hope and the Debtor are parties to a contract dated September 22, 2006, by which the	Matt Hope Contract at Leslie Decl. II at ¶ 38
17 18			Debtor had the exclusive right during the	(discussing factual
19			Bankruptcy Period to represent and sell artworks by Matt Hope (the "Hope Contract").	foundation regarding Matt Hope contract) and Exhibit Stherete (attacking conv. of
20				S thereto (attaching copy of Matt Hope Contract).
21		464	On Sentember 2, 2015, \$22,572,00 mas denseited	1 NW D 1 D 1
22		464.	On September 3, 2015, \$33,572.00 was deposited into Ace New York checking account ending in #0229 at City National Bank.	Ace NY Bank Records, Exhibit 96 of Compendium
23			, ,	of Evidence, p. 512.
24			OCTOBER 2015 POST-PETITION SALES AN	<u>D DEPOSITS</u>
25				
26			ACE CALLEDY MENUMORY INVOLCED	AVO. 2002
27	ACE GALLERY NEW YORK INVOICE NO. 2092			<u>NO. 2092</u>
28				

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 73 of 100

1 2		465.	On October 10, 2015, Debtor sold two pieces of artwork by Mary Corse – Untitled (White Multiple Inner Band, Beveled) 2012 and Untitled, (White Inner Band), 2003– as reflected	Invoice No. 2092, Exhibit 97 of Compendium of Evidence, pp. 615-616.
3			on Invoice No. 2092.	
4		466.	The total amount of the sale on Invoice No. 2092 was \$240,000.00 and \$21,600.00 for sales tax.	Id.
5		467.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
6			Debtor had the exclusive right during the	(discussing factual
7			Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
8				I thereto (attaching copy of Mary Corse Contract).
9 10				See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
11				49 and 67 (6 th Amended Complaint ECF 703)
12				(admitting Mary Corse was subject to contract with
13				Debtor and other facts
14				related to Debtor's interests in her artwork).
15 16		468.	On September 30, 2015, \$240,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 97 of Compendium of Evidence, pp. 617-618.
17		469.	On November 2, 2015, \$7,200.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records,
18			#4733 at City National Bank.	Exhibit 97 of Compendium of Evidence, p. 621.
19	•	470.	On November 4, 2015, \$14,400.00 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 97 of Compendium
20			#4733 at City National Bank.	of Evidence, pp. 617, 621.
21				
22			ACE GALLERY NEW YORK INVOICE I	NO. 2093
23		471.	On October 2, 2015, Debtor sold one piece of	Invoice No. 2093, Exhibit
24			artwork by Ellsworth Kelly – Block Island II, 1960 – as reflected on Invoice No. 2093.	98 of Compendium of Evidence, pp. 624, 629.
25		472.	The total amount of the sale on Invoice No. 2093	Id.
26		150	was \$4,800,000.00.	
27 28		473.	The Ellsworth Kelly artwork was owned by a private collector, and was sold as a secondary art sale using the Debtor's facilities for displaying	Ellsworth Kelly sales documents at Leslie Decl. II at ¶ 45 (discussing factual
28			· ·	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 74 of 100

- 11			
1 2		the artwork and the Debtor's staff and costs for shipping the piece. In addition, internal emails from Debtor discussing the provenance and	foundation Ellsworth Kelly sale) and Exhibit Z thereto (attaching copy of sales
3		describing the artwork on Ace Gallery Los Angeles Letterhead were found in Debtors' records	documents).
4 5 6	474.	On October 5, 2015, \$4,800,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 98 of Compendium of Evidence, pp. 625-626.
7	475.	On October 5, 2015, \$432,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 98 of Compendium of Evidence, pp. 625-626.
9	476.	Mr. Chrismas asserted the Fifth Amendment in response to specific questions regarding Invoice 2093.	Chrismas Deposition, 619:5-623:18; and Exhibits 274-275 attached thereto.
11			
12		EMAIL INVOICE	
13	477.	On October 2, 2015, Debtor sold one piece of artwork by Mary Corse – Untitled (White	Email Invoice, Exhibit 99 of Compendium of
14 15		Multiple Inner Band, Beveled) 2012 – as reflected on the Email Invoice.	Evidence, pp. 631-645.
16	478.	The total amount of the sale on the Email Invoice was \$95,000.00.	Id.
17	479.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
18 19		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary
20		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of
21			Mary Corse Contract). See also Answer of Douglas
22			Chrismas at ¶¶ 45, 46, 47,
23			49 and 67 (6 th Amended Complaint Docket No. 703)
24			(admitting Mary Corse was subject to contract with
25			Debtor and other facts related to Debtor's interests
26	490	On October 2, 2015, \$95,000.00 was deposited	in her artwork).
27 28	480.	into Ace New York checking account ending in #4733 at City National Bank.	Email Invoice, Exhibit 99 of Compendium of Evidence, pp. 631-645; see

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 75 of 100

	_		
1			also Ace NY Bank Records, Exhibit 101 of
2			Compendium of Evidence, p. 652 (Lehmann-Maupin
4			LLC Originator, Transaction No. 8167)
5			(transaction not highlighted).
6		NOVEMBER 2015 ROST RETUTION SALES A	UD DEBOGLEG
7		NOVEMBER 2015 POST-PETITION SALES A	ND DEPOSITS
8			
9		ACE GALLERY NEW YORK INVOICE	NO. 2094
10			
11	481.	On November 3, 2015, Debtor sold one piece of artwork by Sam Francis – Untitled, 1964 – as reflected on Invoice No. 2094.	Invoice No. 2094, Exhibit 100 of Compendium of Evidence, p. 647.
13	482.	The total amount of the sale on Invoice No. 2094 was \$15,000.00.	Id.
14 15 16	483.	On January 15, 2015, \$15,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 100 of Compendium of Evidence, p. 648.
17 18 19		DECEMBER 2015 POST-PETITION SALES A	ND DEPOSITS
20			
21		ACE GALLERY NEW YORK INVOICE	NO. 2095
22	484.	On December 10, 2015, Debtor sold one piece of	Invoice No. 2095, Exhibit
23	707.	artwork by Mary Corse – Untitled (White/Yellow Innerband, Beveled) 2015 – as reflected on	101 of Compendium of Evidence, p. 651.
24		Invoice No. 2095.	Evidence, p. 651.
25	485.	The total amount of the sale on Invoice No. 2095 was \$125,000.00.	Id.
26	106	,	Mary Cares Cantus et et
27	486.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28
28		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 76 of 100

	by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of
		Mary Corse Contract). See also Answer of Douglas
		Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended
		Complaint Docket No. 703) (admitting Mary Corse was
		subject to contract with Debtor and other facts
		related to Debtor's interests in her artwork).
487.	On December 11, 2015, \$125,000.00 was deposited into Ace New York checking account ending in #4733 at City National Bank.	Ace NY Bank Records, Exhibit 101 of Compendium of Evidence,
		pp. 652-653.
	2017 DOCT DETITION CALES AND DE	DOCUTO
	2010 POST-PETITION SALES AND DE	<u> </u>
	JANUARY 2016 POST-PETITION SALES AN	ND DEPOSITS
	ACE GALLERY NEW YORK INVOICE	NO. 2096
488.	On January 4, 2016, Debtor sold one piece of	Invoice No. 2096, Exhibit
	reflected on Invoice No. 2096.	102 of Compendium of Evidence, p. 656.
489.		Id.
400		A a a NIV Daule Daggeria
490.	into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 102 of
	#4//3 at City National Bank.	Compendium of Evidence, pp. 657-658.
		1
	ACE GALLERY NEW YORK INVOICE	NO. 2097
491.	On January 25 2016 Dahtan and dana missa of	1 1 N 2007 F 131
. /1111	On January 25, 2016, Debtor sold one piece of	Invoice No. 2097, Exhibit
	488.	deposited into Ace New York checking account ending in #4733 at City National Bank. 2016 POST-PETITION SALES AND DE JANUARY 2016 POST-PETITION SALES AN ACE GALLERY NEW YORK INVOICE 488. On January 4, 2016, Debtor sold one piece of artwork by David Amico –Silver, 2014 – as reflected on Invoice No. 2096. 489. The total amount of the sale on Invoice No. 2096 was \$36,000.00. 490. On January 5, 2016, \$36,000.00 was deposited into Ace New York checking account ending in #4773 at City National Bank.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 77 of 100

- 11			
1		Time, 2015 – as reflected on Invoice No. 2097.	Evidence, p. 661.
2	492.	The total amount of the sale on Invoice No. 2097 was \$32,427.50.	Id.
3	493.	Alexander Yulish and the Debtor are parties to a	Alexander Yulish Contract
4 5		contract dated August 26, 2014, by which the Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish	at Leslie Decl. II at ¶ 35 (discussing factual foundation regarding
6		(the "Yulish Contract").	Alexander Yulish contract) and Exhibit P thereto
7			(attaching copy of Alexander Yulish Contract).
8			,
9	494.	On January 25, 2016, \$32,427.50 was deposited into Ace New York checking account ending in	Ace NY Bank Records, Exhibit 103 of
10		#4773 at City National Bank.	Compendium of Evidence, pp. 662-663.
11			
12		ACE GALLERY NEW YORK INVOICE	NO. 2098
13			
14 15	495.	On January 25, 2016, Debtor sold one piece of artwork by Alexander Yulish – In Limbo, 2015 – as reflected on Invoice No. 2098.	Invoice No. 2098, Exhibit 104 of Compendium of Evidence, p. 666.
16 17	496.	The total amount of the sale on Invoice No. 2098 was \$32,427.50.	Id.
18	497.	Alexander Yulish and the Debtor are parties to a	Alexander Yulish Contract
19		contract dated August 26, 2014, by which the Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish	at Leslie Decl. II at ¶ 35 (discussing factual foundation regarding
20		(the "Yulish Contract").	Alexander Yulish contract) and Exhibit P thereto
21			(attaching copy of
22			Alexander Yulish Contract).
23	498.	On January 25, 2016, \$32,427.50 was deposited	Ace NY Bank Records,
24 25		into Ace New York checking account ending in #4773 at City National Bank.	Exhibit 104 of Compendium of Evidence, pp. 667-668.
26			11
27		ACE GALLERY NEW YORK INVOICE	NO. 2099
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 78 of 100

- 1				
1		499.	On January 25, 2016, Debtor sold one piece of artwork by Alexander Yulish – The Orange Shirt, 2015 – as reflected on Invoice No. 2099.	Invoice No. 2099, Exhibit 105 of Compendium of Evidence, p. 671.
2	-	500.	The total amount of the sale on Invoice No. 2099	Id.
3			was \$32,427.50.	Tw.
4 5	-	501.	Alexander Yulish and the Debtor are parties to a contract dated August 26, 2014, by which the	Alexander Yulish Contract at Leslie Decl. II at ¶ 35
6			Debtor had the exclusive right thereafter to represent and sell artworks by Alexander Yulish	(discussing factual foundation regarding
7			(the "Yulish Contract").	Alexander Yulish contract) and Exhibit P thereto
8				(attaching copy of Alexander Yulish Contract)
9		502.	On January 25, 2016, \$32,427.50 was deposited into Ace New York checking account ending in #4773 at City National Bank.	Ace NY Bank Records, Exhibit 105 of Compendium of Evidence,
11				p. 672.
12				NO. 6400
13			ACE GALLERY NEW YORK INVOICE I	NO. 2100
14	-	503.	On January 26, 2016, Debtor sold one piece of	Invoice No. 2100, Exhibit
15			artwork by Mary Corse – Untitled (White Diamond, Positive Strip), 1965– as reflected on Invoice No. 2100.	106 of Compendium of Evidence, p. 675.
16	-	504.	The total amount of the sale on Invoice No. 2100	Id.
17		304.	was \$150,000.00.	III.
18	-	505.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
19			contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 28 (discussing factual
20			Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit
21				I thereto (attaching copy of
22				Mary Corse Contract). See also Answer of Douglas
23				Chrismas at ¶¶ 45, 46, 47,
24				49 and 67 (6 th Amended Complaint Docket No. 703)
25				(admitting Mary Corse was subject to contract with
26				Debtor and other facts
27				related to Debtor's interests in her artwork).
28		506.	On January 26, 2016, \$150,000.00 was deposited	Ace NY Bank Records,
	ı			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 79 of 100

	into Ace New York checking account ending in #4773 at City National Bank.	Exhibit 106 of Compendium of Evidence, pp. 676-677.
	FEBRUARY 2016 POST-PETITION SALES AT	ND DEPOSITS
	ACE GALLERY LOS ANGELES INVOICI	E NO. 1881
507.	On February 2, 2016, Debtor sold one piece of artwork by Ben Jones – Ladder Series, 2015 – as reflected on Invoice No. 1881.	Invoice No. 1881, Exhibit 107 of Compendium of Evidence, p. 680.
508.	The total amount of the sale on Invoice No. 1881 was \$12,000.00.	Id.
509.	On March 10, 2016, \$12,000.00 was deposited into Ace New York checking account ending in #4773 at City National Bank.	Ace NY Bank Records, Exhibit 107 of Compendium of Evidence,
		pp. 681-682.
	ACE GALLERY NEW YORK INVOICE	pp. 681-682.
510.		pp. 681-682.
510. 511.	On February 23, 2016, Debtor sold one piece of artwork by Peter Alexander – 5/24/15 (Pink	pp. 681-682. NO. 2101 Invoice No. 2101, Exhibit 108 of Compendium of
	On February 23, 2016, Debtor sold one piece of artwork by Peter Alexander – 5/24/15 (Pink Puff), 2015 – as reflected on Invoice No. 2101. The total amount of the sale on Invoice No. 2101	pp. 681-682. NO. 2101 Invoice No. 2101, Exhibit 108 of Compendium of Evidence, p. 685.

1	ACE GALLERY NEW YORK INVOICE NO. 2102		
2			
3	514.	On February 26, 2016, Debtor sold one piece of artwork by Laurie Lipton – Illusion of Control Tower, 2012 – as reflected on Invoice No. 2102.	Invoice No. 2102, Exhibit 109 of Compendium of Evidence, p. 691.
4 5	515.	The total amount of the sale on Invoice No. 2101 was \$78,480.00.	Id.
6 7 8 9 10	516.	Laurie Lipton and the Debtor are parties to a contract dated February 27, 2012, by which the Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks by Laurie Lipton (the "Lipton Contract").	Laurie Lipton Contract at Leslie Decl. II at ¶ 33 (discussing factual foundation regarding Laurie Lipton contract) and Exhibit N thereto (attaching copy of Laurie Lipton Contract).
11 12 13	517.	On February 29, 2016, \$78,480.00 was deposited into Ace New York checking account ending in #4773 at City National Bank.	Ace NY Bank Records, Exhibit 109 of Compendium of Evidence, pp. 692-693.
141516	<u>FACTS</u>	RELATED TO DOUGLAS CHRISMAS'S POST-P OF DEBTOR'S PROPERTY THROUGH AC	
17 18 19		R. CHRISMAS ASSERTED THE FIFTH AMENDA STIONS POSED ABOUT HIS CONVERSION OF F MUSEUM ⁵	
20212223	518.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that between February 19, 2013 and April 16, 2016 you diverted Debtor Funds to ACE MUSEUM."	Sahn Decl., Exhibits 3 and 4 (Request for Admissions to Douglas Chrismas, Set 2, No. 55 and Douglas Chrismas Response to the same).
242526	FEBRUARY 2013 POST-PETITION SALES AND DEPOSITS		
27			

⁵ This fact should be incorporated into each of the following transfers related to Ace Museum.

1	ACE GALLERY INVOICE NO. 1554			
2	519.	On February 18, 2013, Debtor sold one piece of	Invoice No. 1554, Exhibit	
3	31).	artwork by Mary Corse – Untitled (Shadow Painting, Black Beveled Series) 1983 – as	110 of Compendium of	
4		reflected on Invoice No. 1554.	Evidence, p. 697.	
5	520.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28	
6		Debtor had the exclusive right during the Bankruptcy Period to represent and sell artworks	(discussing factual foundation regarding Mary	
7		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit	
8			I thereto (attaching copy of Mary Corse Contract).	
9			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,	
10			49 and 67 (6 th Amended	
11			Complaint Docket No. 703) (admitting Mary Corse was	
12			subject to contract with Debtor and other facts	
13			related to Debtor's interests	
14	521.	On February 20, 2013, \$150,000.00 was	in her artwork). Ace Museum Bank	
15	321.	deposited into Ace Museum account ending in #6347 at City National Bank.	Records, Exhibit 110 of Compendium of Evidence,	
16			pp. 698-699.	
17				
18		SEPTEMBER 2013 POST-PETITION SALES A	ND DEPOSITS	
19				
20		ACE GALLERY NEW YORK INVOICE	NO. 2025	
21				
22	522.	On September 21, 2013, Debtor sold one piece of artwork by De Wain Valentine – Smoke Grey	Invoice No. 2025, Exhibit 111 of Compendium of	
23		Column, 1972-75— as reflected on Invoice No. 2025.	Evidence, p. 702.	
24	523.	The total amount of the sale on Invoice No. 2025	Id.	
25		was \$68,000.00.		
26	524.	De Wain Valentine and the Debtor were parties	De Wain Valentine	
27		to a series of pre-petition consignment contracts by which the Debtor had the exclusive right to	Contract at Leslie Decl. II at ¶ 34 (discussing factual	
28		sell certain sculptures by De Wain Valentine (the	foundation regarding De	

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 82 of 100

1		"Valentine Contracts").	Wain Valentine contract) and Exhibit O thereto
2			(attaching copy of De Wain Valentine Contract).
3			See also Answer of Douglas Chrismas at ¶ 51 (6 th
4 5			Amended Complaint Docket No. 703) (admitting De Wain Valentine was a
6			party to a contract with Debtor).
7			,
8	525.	On September 9, 2013, \$68,000.00 was deposited into Ace Museum account ending in #6347 at	Ace Museum Bank Records, Exhibit 111 of
9		City National Bank.	Compendium of Evidence, pp. 703-704.
10		1	
11		JULY 2014 POST-PETITION SALES AND	<u>DEPOSITS</u>
12			
13			1.NO 4506
14		ACE GALLERY LOS ANGELES INVOICE	Z NO. 1726
15	526.	On June 26, 2014, Debtor sold one piece of	Invoice No. 1726, Exhibit
16		artwork by Mary Corse – Black Glitter, White Beads, 1975 – as reflected on Invoice No. 1726.	112 of Compendium of Evidence, p. 708.
17	527.	The total amount of the sale on Invoice No. 1726 was \$175,000.00.	Id.
18	528.	Mary Corse and the Debtor are parties to a	Mary Corse Contract at
19	320.	contract dated July 25, 2011, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 28 (discussing factual
20		Bankruptcy Period to represent and sell artworks	foundation regarding Mary
21		by Mary Corse (the "Corse Contract").	Corse contract) and Exhibit I thereto (attaching copy of
22			Mary Corse Contract).
23			See also Answer of Douglas Chrismas at ¶¶ 45, 46, 47,
24			49 and 67 (6 th Amended Complaint Docket No. 703)
25 26			(admitting Mary Corse was subject to contract with
27			Debtor and other facts related to Debtor's interests
			in her artwork).
28	L		

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 83 of 100

1 2	529.	On July 18, 2014, \$175,000.00 was deposited into Ace Museum account ending in #6347 at City National Bank.	Ace Museum Bank Records, Exhibit 112 of Compendium of Evidence, pp. 709-710.
3			
4		JUNE 2015 POST-PETITION SALES AND	<u>DEPOSITS</u>
5			
6 7		ACE GALLERY LOS ANGELES INVOICE	E NO. 1819
8	530.	On June 22, 2015, Debtor sold one piece of	Lavaisa Na. 1910 Eviliti
9	530.	artwork by Robert Rauschenberg – Joust (Jammer), 1976 – as reflected on Invoice No. 1819.	Invoice No. 1819, Exhibit 113 of Compendium of Evidence, p. 714.
10			-
11	531.	The total amount of the sale on Invoice No. 1819 was \$225,000.00.	Id.
12	532.	On June 22, 2015, \$200,000.00 was deposited into Ace Museum account ending in #6347 at	Ace Museum Bank
13 14		City National Bank.	Records, Exhibit 113 of Compendium of Evidence, pp. 715-716.
15			
16		AUGUST 2015 POST-PETITION SALES ANI	<u>D DEPOSITS</u>
17			
18		ACE GALLERY NEW YORK INVOICE	NO. 2088
19			
20	533.	On August 31, 2015, Debtor sold one piece of artwork by Gisela Colon – Slab Ovopoid Glo-	Invoice No. 2088, Exhibit 114 of Compendium of
21		Pod (iridescent Orange Pink), 2014; one piece of artwork by Helen Pashgian – Standing Disk,	Evidence, p. 719.
22		Yellow in Tine; and one piece of artwork by Robert Rauschenberg – Stallion Jammer, 1976 –	
23		as reflected on Invoice No. 2088.	
24	534.	The total amount of the sale on Invoice No. 2088 was \$225,000.00.	Id.
25	535.	The Debtor sold artworks by Gisela Colon in	Gisela Colon documents at
26		sales dating from November 13, 2013. In addition, internal emails at Debtor show an	Leslie Decl. II at ¶ 44 (discussing factual
27		exchange of a 2014 artist agreement between Ms.	foundation Gisela Colon
28		Colon and Debtor.	sale) and Exhibit Y thereto (attaching Gisela Colon

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 84 of 100

1			documents).
2	536.	Helen Pashgian and the Debtor are parties to a	Helen Pashgian Contract at
3	330.	contract dated August 9, 2010, by which the Debtor had the exclusive right during the	Leslie Decl. II at ¶ 30 (discussing factual
4 5		Bankruptcy Period to represent and sell artworks by Helen Pashgian (the " <u>Pashgian Contract</u> ").	foundation regarding Helen Pashgian contract) and
6			Exhibit K thereto (attaching copy of Helen Pashgian Contract).
7			See also Answer of Douglas Chrismas at ¶ 50 (6 th
8			Amended Complaint Docket No. 703) (admitting
9 10			Helen Pashgian was a party to a contract with Debtor).
11	537.	On August 31, 2015, \$225,000 was deposited	Ace Museum Bank
12		into Ace Museum account ending in #6347 at City National Bank.	Records, Exhibit 114 of Compendium of Evidence, p. 720-721.
13			1
14		MARCH 2016 POST-PETITION SALES ANI	<u>D DEPOSITS</u>
15			
16 17		ACE GALLERY LOS ANGELES INVOICE	NO K-1012
18		THE GREEKT BOSTH GEBES HAVOICE	110.11 1012
19	538.	On March 30, 2016, Debtor sold one piece of artwork by Tara Donovan – Colony, 2002; and	Invoice No. K-1012, Exhibit 115 of
20		one piece of artwork by Jonathan Monk – The Moment Before You Realize You Are Not Lost,	Compendium of Evidence,
21		2005 – as reflected on Invoice No. K-1012.	p. 725.
22	539.	The total amount of the sale on Invoice No. K-1013 was \$100,000.00.	Id.
23	540.	On March 30, 2016, \$100,000.00 was deposited into Ace Museum account ending in #6347 at	Ace Museum Bank
2425		City National Bank.	Records, Exhibit 115 of Compendium of Evidence, pp. 726-727.
26		,	1
27	EACTO	DEL ATENTO NOLICI AS CUDISMASIS POST P	PETITION CONVEDSION
28	FACIS	RELATED TO DOUGLAS CHRISMAS'S POST-P OF DEBTOR'S PROPERTY THROUGH 400	

1				
2		MR. CHRISMAS ASSERTED THE FIFTH AMENDMENT REGARDING		
3	QUESTIO	NS POSED ABOUT HIS CONVERSION OF FUN BREA ⁶	NDS THROUGH 400 S. LA	
4		<u> </u>		
5	541.	Mr. Chrismas asserted the Fifth Amendment in response to Request for Admission "Admit that	Sahn Decl., Exhibits 3 and	
6		between February 19, 2013 and April 16, 2016 you diverted Debtor Funds to 400 S. LA BREA."	4 (Request for Admissions to Douglas Chrismas, Set 2,	
7		you diverted Debtol Fullds to 400 S. LA BREA.	No. 56 and Douglas Chrismas Response to the	
8			same).	
9		MADON ANAC DOCT DETERMINE CALLED AND	PERCONTO	
10		MARCH 2016 POST-PETITION SALES AND	D DEPOSITS	
11				
12		ACE GALLERY LOS ANGELES INVOICE	NO. K-1013	
13				
14	542.	On March 30, 2016, Debtor sold one piece of artwork by Mary Corse – Untitled (Black Light	Invoice No. K1013, Exhibit 116 of Compendium of	
15		Grid Series), 1987 and one piece of artwork by Sylvie Fleury – Life Can Get Heavy Mascara	Evidence, pp. 731-734.	
16		Shouldn't, 1999 as reflected on Invoice No. K-1013.		
17	543.	The total amount of the sale on Invoice No. K-	Id.	
18		1013 was \$200,000.00.		
19	544.	Mary Corse and the Debtor are parties to a contract dated July 25, 2011, by which the	Mary Corse Contract at Leslie Decl. II at ¶ 28	
20		Debtor had the exclusive right during the	(discussing factual	
21		Bankruptcy Period to represent and sell artworks by Mary Corse (the "Corse Contract").	foundation regarding Mary Corse contract) and Exhibit	
22			I thereto (attaching copy of Mary Corse Contract).	
23			See also Answer of Douglas	
24			Chrismas at ¶¶ 45, 46, 47, 49 and 67 (6 th Amended	
25			Complaint Docket No. 703) (admitting Mary Corse was	
26			subject to contract with	
27			Debtor and other facts	

⁶ This fact should be incorporated into each of the following transfers to 400 S. La Brea.

			related to Debtor's interests
1			in her artwork).
2	545.	On April 1, 2016, \$114,595.32 was deposited into 400 S. La Brea's account ending in #1679 at	400 S. La Brea Bank Records, Exhibit 116 of
4		Cathay Bank.	Compendium of Evidence, pp. 735-736.
5]	FACTS RELATED TO AMOUNTS CONVERTED B	Y MR. CHRISMAS
6			
7	546.	Between the Petition Date and the Effective Date, Defendant Chrismas sold \$15,392,536 of	Uncontroverted Facts, Nos. 1-545. ⁷
8		Debtor's Art Property, from which proceeds were diverted to non-Debtor entity accounts controlled	Declaration of Timothy Kincaid in Support of
10		by Chrismas. The court infers that Chrismas sold Debtor's property and diverted the sales proceeds	Plaintiff's Motion for Preliminary Injunction,
11		based on the uncontroverted facts that he was the principal of the Debtor, having management and	ECF 216 ("Kincaid Decl.") at 1-15 and exhibits
12		supervisory control over the Debtor, that he set up a new entity controlled by him, Ace Gallery New York Corporation, right before Debtor filed	attached thereto. Declaration of Jennifer E.
13 14		for bankruptcy, Debtor's property was sold, the sales proceeds from the sales of Debtor's	Ziegler in Support of Plaintiff's Motion for
15		property were diverted to this new entity or to, or on behalf of, another entity controlled by him,	Summary Judgment ("Ziegler Decl. II"), ECF
16		Ace Museum, and he has refused to answer questions about these transactions involving the	873, filed on February 12, 2021, at 3-4 and Ziegler
17		sales of Debtor's property and diversion of the sales proceeds to non-Debtor entities, invoking	Report, Exhibit 1 attached thereto.
18		his Fifth Amendment testimonial privilege against self-incrimination.	Ziegler Referenced Exhibit
19		<i>6</i>	C (Diverted Art Sales Chart).
20			[Corrected] Supplemental Declaration of Jennifer E.
21 22			Ziegler, CPA, in Support of Motion for Summary

⁷ In support of this uncontroverted fact, Plaintiff cited to the finding in in the court's December 6, 2019 Order on Rule 2004 Motion of Chrismas, Main Bankruptcy Case ECF 2568 ("2004 Order") at 17. The court does not rely upon its prior finding in determining this uncontroverted fact, but the underlying evidence submitted by Plaintiff supporting Uncontroverted Facts, Nos. 1-545, showing the sales of Debtor's artwork for which the sales proceeds were diverted to other non-Debtor entities that Chrismas controlled, based on evidence of specific diversions, including artists' contracts, sales invoices, and bank account statements. The Plaintiff's declaration and the declarations of Plaintiff's accountants, Kincaid and Ziegler, constitute demonstrative evidence in explaining how the evidence shows that the sales proceeds of Debtor's artwork were diverted to non-Debtor entities that

Chrismas controlled.

23

24

25

26

27

28

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 87 of 100

1 2 3 4 5			Judgment on Plaintiff's Claims for Conversion and Breach of Fiduciary Duty against Defendant Douglas Chrismas ("Ziegler Decl. III"), ECF 1196, filed on December 20, 2021, at 3-4 and Ziegler Report, Exhibit 1 attached thereto.
6 7			Declaration of Sam S. Leslie in Support of
8			Plaintiff's Motion for Summary Judgment
9			("Leslie Decl. II"), ECF 872, filed on February 12,
10			2021, at ¶¶ 2-53 and Exhibit D thereto (Diverted Art Sales Chart).
11	547.	There were six invoices for the sale of Debtor's	Ziegler Decl. II at 3-4 and
12 13		artwork reflecting sales proceeds totaling \$918,000 that were deposited directly into City National Bank account #6347 owned by Ace	Ziegler Report, Exhibit 1 attached thereto, at 19 (internal page citation).
14 15 16		Museum, Defendant Chrismas's controlled entity.	Ziegler Decl. III at 3, 5 and Ziegler Report, Exhibit 1 attached thereto, at 19 (internal page citation).
17 18			Leslie Decl. II at ¶¶ 20 and 21 and Exhibit D thereto (Diverted Art Sales Chart).
19	548.	Two pieces of art, created by artists with signed contracts with the Debtor, were sold to a client for \$200,000 with instructions to make one check	Leslie Decl. II at ¶¶ 20 and 21 and Exhibit D thereto (Diverted Art Sales Chart).
20		payable to 400 S. La Brea LLC, Ace Museum's	Ziegler Decl. II at 3-4 and
21		landlord, a non-Debtor entity, for \$114,595.32 and one check payable to Ace Gallery for	Ziegler Report, Exhibit 1
22		\$85,404.68.	attached thereto, at 19-20 (internal page citations).
23 24			Ziegler Referenced Exhibit C (Diverted Art Sales Chart).
25			Ziegler Decl. III at 5-6 and
26			Ziegler Report, Exhibit 1 attached thereto, at 19-20
27			(internal page citation).
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 88 of 100

1	549.	The diverted funds were not used to benefit the Debtor, but to pay for Chrismas's personal	Uncontroverted Facts, Nos. 1-545.
2		obligations, including monthly rent of non- Debtor Ace Museum, Defendant Chrismas's	Declaration of Sam Leslie
3 4		controlled entity.	in Support of Plaintiff's Ex Parte Application of Sam Leslie, Plan Agent, ECF 73 ("Leslie Decl. I"), ¶ 6.
5			Kincaid Decl. at ¶¶ 69, 70.
6			Ziegler Decl. II at 3-4 and
7			Ziegler Report, Exhibit 1 attached thereto.
8			Ziegler Decl. III at 3-4 and
9			Ziegler Report, Exhibit 1 attached thereto.
10	550.	Proceeds from sales of Debtor's property was diverted to "repay" non-Debtor Ace Museum's	Uncontroverted Facts, Nos. 1-545.
11		debt to the Debtor, that is, funds were diverted to	Ziegler Decl. II at 3-4 and
12		Ace Museum and then paid to Debtor to reduce the amount of the alleged loan indebtedness of	Ziegler Report, Exhibit 1 attached thereto, at 21-26
13		Ace Museum to Debtor on Debtor's books and records.	(internal page citations).
14		Tecords.	Ziegler Decl. III at 3-6 and Ziegler Report, Exhibit 1
15			attached thereto, at 21-26
16			(internal page citations). Declaration of Jennifer
17			Ziegler in Support of
18			Plaintiff's Motion to Interpret Confirmation
19			Order and Confirmed Plan ("Ziegler Decl. I"), ECF
20			542, filed on March 21, 2019, at ¶¶ 10-14
21	551.	Debtor suffered \$14,242,884 ⁸ in damages by	Uncontroverted Facts, Nos.
၁၁ 🛚		I .	

^{22 | 23 |}

24

25

26

27

28

(continued)

⁸ Chrismas is liable to the Debtor for \$14,243,884 of damages he caused the debtor to incur. Regarding his conversion claim, the Plan Agent asserts Chrismas is liable to the Debtor for \$15,392,536 of damages he caused the debtor to incur. This was the gross amount of the funds from sales of the Debtor's assets diverted to non-debtor parties as determined by the Plan Agent's expert witness, Jennifer Ziegler, as detailed in her report at 21 (\$14,359,941 to Ace Gallery New York Corporation and Inc., \$918,000 to Ace Museum and \$114,595 to 400 South La Brea, LLC). However, as discussed in her report at 21-23, Ziegler made adjustments in the gross amount of diverted sales proceeds to account for additional diversions of Debtor's DIP (Debtor in Possession) and other loan proceeds (\$916,822 to Ace Museum and \$2,614,862 to Ace Gallery New York

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 89 of 100

	Ι,			
1			having funds representing the sales of its artwork assets by Defendant Chrismas diverted to	1-545;
2			accounts other than its own, namely, the sales of Debtor's property with the sales proceeds being diverted to, or on their behalf of, non-Debtor	Ziegler Decl. II at 3-4 and Ziegler Report, Exhibit 1 attached thereto.
4			entities controlled by Defendant Chrismas, Ace	Ziegler Referenced Exhibit
5			Gallery New York Corporation and Ace Museum (e.g., rent payments on behalf of Ace Museum to	C (Diverted Art Sales Chart).
6			its landlord, 400 South La Brea, LLC).	Ziegler Decl. III at 3-4 and
				Ziegler Report, Exhibit 1 attached thereto, at 21-26
7				(internal page citations).
8				
9			ADDITIONAL FACTS DE DE ACH OF FIDU	CIADV DUTV
10		į	ADDITIONAL FACTS RE: BREACH OF FIDU	CIARY DUTY
11		552.	Chrismas caused the transfer of funds into the	Leslie Decl. II, ¶ 5.
12		332.	Debtor's operating account of over \$250,000	Status Report and
13			immediately before turnover of control of the Debtor's bankruptcy estate to the Plan Agent	Declaration of Sam S.
14			pursuant to the confirmed Plan of	Leslie in Support Thereof, ECF 2478, Main
			Reorganization, depriving the Plan Agent of any operating funds to manage the Reorganized	Bankruptcy Case, at 4, 5, 24
15			debtor.	and Exhibit A.
16		553.	Chrismas knowingly signed the Monthly	Ziegler Decl. I at ¶¶ 6 and
17			Operating Reports filed and submitted to this Court in this bankruptcy case on behalf of the	9.
18			Debtor with falsified important account balances.	
19		554.	Debtor's Monthly Operating Reports signed by	Ziegler Decl. I at ¶¶ 15-16.
- 1				

Corporation for a total of \$3,531,684) and further diversions of funds from the Debtor in transfers to Ace Museum (\$322,180) and Ace Gallery New York Corporation (\$20,000) for a total of \$342,180, and to account for repayments of the Debtor's DIP loans by transfers back from Ace Gallery New York Corporation (\$68,257 and \$421,186) for a total of \$489,443 and other transfers to Debtor by Ace Museum (\$1,434,692) and Ace Gallery New York Corporation (\$4,533,072) for a total of \$5,967,764. Based on her analysis in her report at 22, reflecting these adjustments, Ziegler computed that the net Debtor's funds not returned totaled \$12,809,192. The court adjusts this net amount of diverted funds of \$12,809,192 upwards by the amount of \$1,434,692 repaid by Ace Museum to the Debtor, which was credited against the outstanding loan by the Debtor to Ace Museum because Ace Museum should not be credited with a repayment of its loan for this amount because these funds were Debtor's sales proceeds, that is, Ace Museum was using Debtor's money to repay its loan to the Debtor as explained by Ziegler in her report at 21-22 based on her prior analysis in her declaration dated March 6, 2019. Thus, the court determines that the amount of damages suffered by the Debtor from the conversion of its funds by Chrismas is \$14,243,884.

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 90 of 100

		C1 : 1 C1 1: 41: 1 1	
1		Chrismas and filed in this bankruptcy case indicated an increase in accounts receivable of	
2		\$4.3 Million, most of which was invalid because it had already been paid by buyers.	
3	555.	Debtor's Monthly Operating Reports signed by Chrismas and filed in this bankruptcy case	Ziegler Decl. I at ¶ 10.
4 5		contained a falsified reduction in Debtor's notes receivable in the Monthly Operating Reports by	
6		transferring Debtor's own diverted funds back to the Debtor and recording the transfers as	
7		payments from Ace Museum to the Debtor.	
8			
9	ОТНІ	ER FACTS RELATED TO CHRISMAS'S ASSER	FION OF THE FIFTH
10		<u>AMENDMENT</u>	
11	556.	During his deposition, Mr. Chrismas asserted the	Uncontroverted Facts, Nos.
12		Fifth Amendment to questions related to Ace Gallery and Debtor's bankruptcy.	1-545;
13		Ganery and Deotor's bankruptey.	Declaration of Victor Sahn Submitted in Support of
14			Motion for Summary Judgment ("Sahn Decl.") ¶¶
15			1-11; Exhibits 9, 10 and 11.
16 17	557.	Mr. Chrismas asserted the Fifth Amendment in response to discovery served on him.	Uncontroverted Facts, Nos. 1-545;
18			Sahn Decl. ¶ 1, Exhibits 3, 4, 5, and 6.
19	558.	Mr. Chrismas refused to answer questions about the ownership of the proceeds from the sale of	Uncontroverted Facts, Nos. 1-545;
20		artwork rightfully belonging to Debtor and asserted the Fifth Amendment as the basis for his	Sahn Decl. (August 7, 2019
21		refusal to answer.	Volume I Chrismas Deposition) at Exhibit 7 at
22	559.	Mr. Chairman artical to answer questions shout	207, 4-10.
23	339.	Mr. Chrismas refused to answer questions about the ownership of proceeds from the sales of	Uncontroverted Facts, Nos. 1-545;
24		Debtor's artwork assts used to pay Ace Museum's rent and asserted the Fifth Amendment	Sahn Decl. (August 7, 2019
25		as the basis for his refusal to answer.	Volume I Chrismas Deposition) at Exhibit 7 at
26 27			179, 5-12; <i>id.</i> at 258:19-259:1; <i>id.</i> at 280:19-281:11.
28	560.	Mr. Chrismas refused to answer questions regarding his diversion of sales proceeds from	Uncontroverted Facts, Nos. 1-545;
20		regarding his diversion of sales proceeds from	т этэ,

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 91 of 100

1	sales of artwork assets belonging to the Debtor into the Ace Gallery New York accounts and asserted the Fifth Amendment as the basis for his refusal to answer.	Sahn Decl. (August 7, 2019 Volume I Chrismas Deposition.) at Exhibit 7 at
3	Terusar to answer.	280:19-281:11.
4		

NO EVIDENCE OFFERED IN OPPOSITION TO THE EVIDENCE OFFERED

6	REGARDING	THE CLAIMS FOR CONVERSION AND BRE	ACH OF FIDUCIARY DUTY
_	561.	There was no evidence offered to dispute or raise	See Opposition to (related
7		a triable issue of fact regarding the Plan Agent's	document(s): [870] Motion
8		claims for Conversion and Breach of Fiduciary	For Summary Judgment
		Duty in the Plan Agent's Summary Judgment	(With Proof of Service)
9		Motion.	filed by Counter-Defendant
40			Sam S. Leslie, Plan Agent
10			for Post-Confirmation
11			Debtor Art & Architecture
			Books of the 21st Century
12			filed by Douglas Chrismas,
40			Docket No. 913; <i>See</i> Declaration of Jonathan S.
13			Shenson in Support of
14			Opposition to MSJ by Plan
			Agent Filed by Defendant
15			Douglas Chrismas, Docket
16			No. 914; See Declaration of
'0			Jonathan S. Shenson in
17			Support of Opposition to
			MSJ by Plan Agent Filed by
18			Defendant Douglas
19			Chrismas, Docket No. 915;
'			See Opposition to Motion
20			for Summary Judgment of
			Plaintiff Sam S. Leslie,
21			filed by 400 South La Brea
22			LLC, Daryoush Dayan, Kamran Gharibian, and
			Michael D. Smith, Docket
23			No. 910; See Statement of
24			400 South La Brea
24			Defendants of the Genuine
25			Issues in Support of
			Opposition of 400 South La
26			Brea Defendants to Plan
27			Agent's Motion for
-'			Summary Judgment on
28			Conversion and Breach of

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 92 of 100

4		Fiduciary Duty, Docket no.
'		911; See Statement of
2		Genuine Issues for
-		Opposition to Motion by
3		Plan Agent for MSJ Filed
		by Defendant Douglas
4		Chrismas, Docket No. 916;
5		See Notice of lodgment of
5		Transcript of Deposition of
6		Sam S. Leslie relating to
		Opposition to Plan Agent's
7		MSJ Filed by Defendant
		Douglas Chrismas, Docket
8		No. 917.

CONCLUSIONS OF LAW

CONCLUSIONS OF LAW	<u>SUPPORTING</u>
	<u>AUTHORITY</u>
jurisdiction and may properly issue findings of fact and conclusions of law to be submitted to the District	28 U.S.C. §1334(b); 11 U.S.C. § 157(c)(1);
Court for de novo review and entry of final judgment.	Executive Benefits Insurance Agency v. Arkison, 573 U.S. 25, 37-40 (2014);
	Maitland v. Mitchell (In re Harris Pine Mills), 44 F.3d 1431, 1436 (9th Cir. 1995).
This United States Bankruptcy Court specifically retained post-confirmation jurisdiction over the three adversary proceedings that were consolidated within the present Complaint.	Section 16.1 of the Modified Second Amended Plan of Reorganization of Official Committee of Unsecured Creditors, confirmed on March 18, 2016, Main Bankruptcy Case, ECF 1858.
	This United States Bankruptcy Court has "related-to" jurisdiction and may properly issue findings of fact and conclusions of law to be submitted to the District Court for de novo review and entry of final judgment. This United States Bankruptcy Court specifically retained post-confirmation jurisdiction over the three adversary proceedings that were consolidated within

ASSERTION OF THE FIFTH AMENDMENT

In each instance where Chrismas has asserted a Fifth	U.S. Securities & Exchange
Amendment right against self-incrimination, this	Commission v. Fujinaga, 698
Court may draw a negative inference that Chrismas is	Fed.Appx. 865, 867 (9th Cir.
unable to deny the fact or allegation where, as here,	2017);
there was a substantial need for the information	
withheld by Chrismas in asserting the privilege, there	Nationwide Life Insurance
	Co. v. Richards, 541 F.3d
	903, 912 (9 th Cir. 2008);
corroborating the facts asserted by Plaintiff as	
_	Amendment right against self-incrimination, this Court may draw a negative inference that Chrismas is unable to deny the fact or allegation where, as here, there was a substantial need for the information withheld by Chrismas in asserting the privilege, there is not a less burdensome way to obtain such information, and there is independent evidence

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 93 of 100

1			constituting acts of conversion and breach of fiduciary duty.	LiButti v. United States, 107 F.3d 110, 121 (2d Cir. 1997).
2		565.	The Court may strike any testimony Chrismas offers on topics to which he has asserted the Fifth Amendment privilege, because allowing him to testify	U.S. v. \$133,420.00 in U.S. Currency, 672 F.3d 629, 642 (9th Cir. 2012);
4			now would be allowing him to mutilate the truth. Accordingly, Chrismas may not testify as to the	U.S. v. \$148,840.00 in U.S.
5			ownership of the Debtor Artwork.	Currency, 521 F.3d 1268, 1277 (10th Cir. 2008).
6			FAILURE TO NAME AN EXPE	<u>RT</u>
7		566.	Due to Chrismas's failure to comply with	ClearOne Communications,
8		300.	Fed.R.Civ.P. 26(a), he may not now name an expert to refute Ms. Ziegler's findings.	<i>Inc. v. Biamp Systems</i> , 653 F.3d 1163, 1176 (10th Cir. 2011).
9				. ,
10			CONCLUSIONS OF LAW RE: CONV	<u>TERSION</u>
11 12 13		567.	The elements of a conversion claim are: (1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3)	Lee v. Hanley, 61 Cal.4th 1225, 1240 (2015).
			damages. It is not necessary that there be a manual taking of the	Shopoff & Cavallo LLP v.
14 15		568.	property; it is only necessary to show an assumption of control or ownership over the property, or that the alleged converter has applied the property to his own	Hyon, 167 Cal.App.4th 1489, 1507 (2008).
16		569.	Any act of dominion wrongfully exerted over the personal property of another inconsistent with the	Plummer v. Day/Eisenberg, LLP, 184 Cal.App.4th 38, 50
17			owner's rights thereto constitutes conversion.	(2010).
18 19		570.	Artwork owned by the Debtor and rights of consignment of artworks are tangible and intangible personal property owned by the Plaintiff, susceptible	Don King Productions/ Kingvision v. Lovato, 911 F.Supp. 419, 423 (N.D. Cal.
20			to conversion.	1995);
21				Welco Electronics, Inc. v. Mora, 223 Cal.App.4th 202, 209 (2014).
22		571.	Neither an intention to return property to the rightful owner nor actual return of property to the rightful	Los Angeles Federal Credit Union v. Madatyan, 209
23			owner is relevant to a determination of liability for conversion of property.	Cal.App.4th 1383, 1387 (2012);
24				Bradley v. Becerra, Case No.
25				CV 20-6479-ODW (KK), 2020 WL 7407918, at * 9
26		570	The basis of a conversion action "rests upon the	(C.D. Cal. 2020). Los Angeles Federal Credit
27		572.	unwarranted interference by defendant with the dominion over the property of the plaintiff from which injury to the latter results."	Union v. Madatyan, 209 Cal.App.4th 1383, 1387 (2012).
28			injury to the fatter results.	(2012).

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 94 of 100

1	573.	The disposal of the Debtor's property through unauthorized sale and diversion of proceeds for non-Debtor purposes is cognizable injury and damage.	MTC Electronic Technologies Co., Ltd. v. Leung, 889 F.Supp. 396, 403 (C.D. Cal.
2		a source prompt of the grant of	1995);
3			Cerra v. Blackstone, 172 Cal.App.3d 604, 609 (1985).
4 5	574.	Chrismas wrongfully converted valuable property and rights owned by the Debtor, causing damage to the Debtor.	Lee v. Hanley, 61 Cal.4th 1225, 1240 (2015).
6		Deotor.	Uncontroverted Facts, Nos. 1-545.
7	575.	Chrismas is liable to the Debtor for \$14,243,884 of damages he caused the debtor to incur.	Lee v. Hanley, 61 Cal.4th 1225, 1240 (2015);
8			Uncontroverted Facts, Nos. 1-561.
9 10		CONCLUSIONS OF LAW RE: BREACH OF F	IDUCIARY DUTY
11	576.	The existence and scope of a fiduciary duty are	Kirschner Brothers Oil, Inc.
12	370.	questions of law.	v. Natomas Co., 185 Cal.App.3d 784, 790 (1986)
13	577.	A Debtor-in-Possession is a fiduciary to the estate and its creditors.	Thompson v. Margen (In re McConville), 110 F.3d 47, 50 (9th Cir. 1997);
14			In re Pacific Forest
15			Industries, Inc., 95 B.R. 740, 743 (Bankr. C.D. Cal. 1989).
16 17	578.	Officers and directors of Debtors-in-Possession owe fiduciary duties to the Debtor-in-Possession and its creditors.	In re Intermagnetics America, Inc., 926 F.2d 912, 917 (9th Cir. 1991);
18			In re Anchorage Nautical
19			Tours, Inc., 145 B.R. 637, 643 (9th Cir. BAP 1992).
20	579.	As the admitted primary officer of the Debtor, Chrismas owed fiduciary duties to the Debtor and to	Id.;
21		the creditors of the Debtor's bankruptcy estate.	Uncontroverted Fact, No. 1.
22	580.	An agent has a duty not to use the property of the principal for the agent's own purposes or those of a	Restatement (Third) of Agency, § 8.05.
23	581.	third party. Chrismas violated his fiduciary duty by entering into	Restatement (Third) of
24	501.	transactions that benefitted himself and non-Debtor third parties to the detriment of the Debtor.	Agency, § 8.02;
25 26			Xum Speegle, Inc. v. Fields, 216 Cal.App.2d 546, 554 (1963);
			Uncontroverted Facts, Nos. 1-
27			561.
28			

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 95 of 100

1	582.	Chrismas's transfer of funds of about \$250,000 into the Debtor's bank account before turning over the bankruptcy estate to Plaintiff was a breach of fiduciary	Id.
2		duty to the Debtor.	1.1
3	583.	Chrismas's signing and filing false Monthly Operating Reports submitted to the Court from February 28,	Id.
4		2013 to November 30, 2013 was a breach of fiduciary duty to the Debtor.	
5	584.	Chrismas's diverting the sales proceeds of Debtor's artwork assets for the benefit of Chrismas and non-	Id.
6		Debtor third parties was a breach of fiduciary duty to the Debtor.	
7		CONCLUSIONS OF LAW REGARDING CHRISM	AS'S STATEMENT OF
8		GENUINE ISSUES	
9	585.	The issue raised by defendant Chrismas whether the court can accept the Ziegler Report as subject to a rebuttal process (ECF 916) is not a genuine issue of	Fed. R. Civ. P. 56(c) (The opposing party must direct the court's attention to
11		material fact as Chrismas does not identify in his statement of genuine issues or otherwise submit	specific, triable facts by "citing to particular parts of
12		admissible evidence in opposition to the Ziegler Report as required by Federal Rule of Civil Procedure	materials in the record" pursuant to Fed. R. Civ. P.
13		56(c) and Local Bankruptcy Rules 7056-1(c) and 9013-1(i). The opposing party must direct the court's	56(c)(1)(A)); Fed. R. Bankr. P. 7056; Local Bankruptcy
14		attention to specific, triable facts by "citing to particular parts of materials in the record." [FRCP 56(c)(1)(A).	Rules 7056-1 and 9013-1(i).
15			
16	586.	The issue raised by defendant Chrismas whether the court should reject the Plan Agent's attempts to inject	Memorandum Decision and Order thereon on Motion of
17		into this action its order in the bankruptcy case denying defendant Chrismas's Rule 2004 motion (ECF 916) is not a genuine issue of material fact as	Douglas Chrismas for Order Pursuant to Bankruptcy Rule 2004 and Bankruptcy Code
18		the court does not consider its order as relevant to this matter.	Sections 105 and 1142, Main Bankruptcy Case ECF 2568
19			and 2569, filed and entered on December 6, 2019. The
20			court's decision is also cited as <i>In re Art & Architecture</i>
21			Books of the 21 st Century, Inc., 2019 WL 9243053
22			(Bankr. C.D. Cal. Dec. 6, 2019).
23		The issue raised by defendant Chrismas whether the	11 U.S.C. §§ 363
24	587.	conversion claim fails as a matter of law because the Plan Agent alleges that he, as opposed to the Debtor,	(authorization to use bankruptcy estate property
25		did not consent to use of the debtor's property to fund rent payment for Ace Museum (ECF 916) is not a	out of the ordinary course of business requires court
26		genuine issue of material fact because the conversion claim is based on whether Chrismas diverted property	approval), 704, 1106 and 1107 (debtor in possession
27		of the debtor's bankruptcy estate to non-debtor parties in violation of the Bankruptcy Code as shown by the	has fiduciary duty to creditors with respect to use of
28		uncontroverted facts.	bankruptcy estate property, and unauthorized use of such

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 96 of 100

	l	T	
1			property is a breach of this fiduciary duty).
2	7 00	The issue raised by defendant Chrismas whether his	The court rejects the defense
3	588.	actions are imputed to the debtor as a matter of law (ECF 916) is not a genuine issue of material fact	raised by Chrismas that any alleged misconduct by him as
4		because the conversion claim is based on whether Chrismas diverted property of the debtor's bankruptcy	the sole person in control of debtor is imputed to the
5		estate to non-debtor parties in violation of the Bankruptcy Code as shown by the uncontroverted	postconfirmation Reorganized Debtor.
6		facts.	Memorandum Decision and Order thereon on Motion of
7			Douglas Chrismas for Order Pursuant to Bankruptcy Rule
8			2004 and Bankruptcy Code Sections 105 and 1142, Main
9			Bankruptcy Case ECF 2568 and 2569, filed and entered
10			on December 6, 2019. Although there is apparently
11			no definitive case law in the Ninth Circuit regarding
12			whether the so-called in pari delicto defense may be
13			asserted against a bankruptcy trustee, or here, the plan
14			agent, as to the bad acts of prior management post-
15			petition, as recognized by the court in C&S Wholesale
16			Grocers, Inc. v. Delano Retail Partners, LLC (In re Delano
17			Retail Partners, LLC), 2014 WL 4966476, slip op. at *3-6
18			(Bankr. E.D. Cal. 2014), this court finds persuasive the
19			Third Circuit's decision and opinion in <i>In re Personal and</i>
20			Business Insurance Agency,
21			334 F.3d 239 (3d Cir. 2003), which held that under the
22			doctrine of imputation, or in pari delicto, the bad acts of a
			debtor's principal could only be imputed to a bankruptcy
23			trustee in the case of prepetition acts relating to a
24			prepetition claim brought into the bankruptcy estate under
25			11 U.S.C. § 541, but rights arising under the Bankruptcy
26			Code, such as avoidance claims for fraudulent transfer
27			under 11 U.S.C. § 548, which
28			are not brought into the bankruptcy estate by virtue of
- 1	I		

1		11 U.S.C. § 541, may not be affected by imputation. <i>Id.</i> ,
		citing In re Personal and
2		Business Insurance Agency,
		334 F.3d at 242-247 (citing
3		and distinguishing Official
4		Committee of Unsecured
7		Creditors v. R.F. Lafferty & Co., 267 F.3d 340 (3d Cir.
5		2001), involving prepetition
		claims brought into the estate
6		under 11 U.S.C. § 541 to hold
7		that the so-called "sole actor
_ ′		exception" does not apply to
8		rights arising under other provisions of the Bankruptcy
		Code, i.e., 11 U.S.C. § 548).
9		The acts of Chrismas as the
10		person in control of the
10		Debtor-in-Possession during
11		the post-petition administration of the Chapter
		11 bankruptcy case are not
12		prepetition acts relating to a
13		prepetition claim brought into
13		the bankruptcy estate under
14		11 U.S.C. § 541, and therefore, do not implicate the
		doctrine of imputation, so that
15		any bad acts by him are
16		imputed to the Reorganized
10		Debtor and the Plan Agent.
17		Id.; see also, Notinger v. Migliaccio (In re Financial
		Resources Mortgage, Inc.).
18		454 B.R. 6, 24 (Bankr. D.
40		N.H. 2011) ("Courts have
19		reasoned that it is inequitable
20		to impute a debtor's bad conduct to a trustee who
		comes to the court with clean
21		hands to pursue claims on
22		behalf of innocent
		creditors."), citing inter alia, In re Personal & Business
23		Insurance Agency, 334 F.3d
		at 246-247 and <i>Cooper v</i> .
24		United States, 362 F.Supp.2d
25		649, 656 (W.D.N.C.
		2005)("Imputing the bad acts of the debtor onto the
26		bankruptcy trustee in the
27		present case renders a
27		categorically inequitable
28		result, that is, the innocent
	L	victimized creditors get

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Desc Main Document Page 98 of 100

	Ι.			
1				nothing.").
2		589.	The issue raised by defendant Chrismas whether there was a lack of assent by the Debtor (ECF 916) is not a	Whether the Debtor consented to the conversion
3			genuine issue of material fact because the conversion claim is based on whether Chrismas diverted property	of its assets by Chrismas presents the same issue and
4			of the debtor's bankruptcy estate to non-debtor parties in violation of the Bankruptcy Code as shown by the uncontroverted facts.	concern raised by Chrismas's imputation argument addressed in the preceding
5				entry.
6 7		590.	The issue raised by defendant Chrismas whether the conversion claim is barred by the doctrine of in pari	Whether the Plan Agent's conversion claim against
8			delicto (ECF 916) is not a genuine issue of material fact because the conversion claim is based on whether	defendant Chrismas is barred by the doctrine of in pari
9			Chrismas diverted property of the debtor's bankruptcy estate to non-debtor parties in violation of the	delicto presents the same issues and concerns raised by
10			Bankruptcy Code.	Chrismas's imputation and consent arguments addressed
11			The issue using the defendant Chairman whather he	in the preceding entries. Whether Chrismas's defense
12		591.	The issue raised by defendant Chrismas whether he knowingly acted against the Debtor's interest or acted on behalf of a party whose interests were adverse to	against the Plan Agent's conversion claim that he did
13			the Debtor.	not knowingly act against the Debtor's interest presents the
14				same issues and concerns raised by Chrismas's
15				imputation, consent and in pari delicto arguments
16				addressed in the preceding entries. Chrismas diverted
17				property of the debtor's bankruptcy estate to non-
18				debtor parties in violation of the Bankruptcy Code as
19				shown by the uncontroverted facts.
20		592.	The issue raised by defendant Chrismas whether his	Whether Chrismas's defense
21		392.	actions are imputed to the debtor as a matter of law (ECF 916) is not a genuine issue of material fact because the conversion claim is based on whether	against the Plan Agent's conversion claim that he did
22			Chrismas diverted property of the debtor's bankruptcy estate to non-debtor parties in violation of the	not knowingly act against the Debtor's interest presents the same issues and concerns
23			Bankruptcy Code as shown by the uncontroverted facts.	raised by Chrismas's imputation, consent and in
24			1000.	pari delicto arguments addressed in the preceding
25				entries. Chrismas diverted property of the debtor's
26				bankruptcy estate to non- debtor parties in violation of
27				the Bankruptcy Code as shown by the uncontroverted
28				facts.

593.	The issue raised by defendant Chrismas whether the subject claims for conversion and breach of fiduciary duty were released on grounds that he achieved certain milestones under the so-called Committee-Museum Stipulation Order (Adversary Proceeding No. 2:14-ap-01771, ECF 28) (ECF 950 and 1021) is not a genuine issue of material fact as Chrismas does not offer admissible evidence in opposition to the Ziegler Report as required by Federal Rule of Civil Procedure 56(c).	Fed. R. Civ. P. 56(c).
	CONCLUSIONS OF LAW RE: APPLICABILITY O PARTIES	
594.	Because Plaintiff's Motion for Summary Judgment on Conversion and Breach of Fiduciary Duty Against Douglas Chrismas seeks entry of summary judgment against Douglas Chrismas and no other party, the motion does not seek relief against other parties, the	See In re Flashcom, Inc., 361 B.R. 519, 522-527 (Bankr. C.D. Cal. 2007) (parties have a constitutional right to defend claims asserted
	other parties retain their rights to defend against any factual or legal allegations that may be the subject of the motion.	against them before they can be deprived of their property affirmed, 503 B.R. 99 (C.D. Cal. 2013), affirmed, 647 Fed.Appx. 689 (2016).

Plaintiff's claims in his complaint against Defendant Chrismas for conversion and breach of fiduciary duty are discrete claims separate and apart from the other claims in this adversary proceeding, and therefore, the Bankruptcy Court recommends that the United States District Court expressly determine that there is no just reason for delay and that the District Court may and should direct entry of final judgment on these claims pursuant to Federal Rule of Civil Procedure 54(b) made applicable to this adversary proceeding by Federal Rule of Bankruptcy Procedure 7054.

IT IS THEREFORE RECOMMENDED by the United States Bankruptcy Court that for the foregoing reasons, the United States District Court accept this Report and Recommendation, adopt the above-stated statement of uncontroverted facts and conclusions of law, and grant the motion for summary judgment. This Report and Recommendation containing the findings of uncontroverted

Case 2:15-ap-01679-RK Doc 1244 Filed 02/16/22 Entered 02/16/22 15:58:03 Des

facts and recommended conclusions of law are submitted to the United States District Judge assigned to the case, pursuant to the provisions of 28 U.S.C. § 157(c)(1) and Federal Rule of Bankruptcy Procedure 9033. Accordingly, within fourteen days after being served with these findings and recommendations, any party may file written objections with the court and serve a copy on all parties. Such a document should be captioned "Objections to Bankruptcy Court's Report and Recommendation." Failure to file objections within the specified time may waive the right to object to this Report and Recommendation. Federal Rule of Bankruptcy Procedure 9033; *In re Delano Retail Partners, LLC,* No. 11-37711-B-7, Adv. No. 13-2250-B, 2014 WL 4966476, slip op. at *13 (Bankr. E.D. Cal. Sept. 29, 2014), *citing, Turner v. Duncan*, 158 F.3d 449, 455 (9th Cir.1998) and *Martinez v. Ylst*, 951 F.2d 1153 (9th Cir.1991).

IT IS SO ORDERED.

Date: February 16, 2022

Robert Kwan

United States Bankruptcy Judge