

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

PAUL L. ("BARNEY") HALLINGBY,

Plaintiff

and

ONE 1957 FERRARI 250 PF, CABRIOLET,
PININ FARINA SERIES 1, CHASSIS NO.
0799 GT, an automobile,

Plaintiff-in- Rem

vs.

DR. ANDREAS GERBER; ESTATE OF
BERNHARD FRIEDLI-VON MÜHLENEN;
HEIRS OF BERNHARD FRIEDLI-VON
MÜHLENEN; ESTATE OF ANNEROSE
FRIEDLI-VON MÜHLENEN; HEIRS OF
ANNEROSE FRIEDLI-VON MÜHLENEN;
GUY FRIEDLI; COLETTE FRIEDLI;
JACQUELINE FRIEDLI; and ALL
UNKNOWN PERSONS CLAIMING ANY
INTEREST IN THE 1957 FERRARI 250 GT,
CABRIOLET, PININ FARINA SERIES 1,
CHASSIS NO. 0799 GT,

Defendants.

Civil Action No. _____
JUNE 13, 2017

COMPLAINT

NATURE OF THE ACTION

1. This is an action by Barney Hallingby to clear the title to a Ferrari automobile he purchased on November 29, 2000 and, with the exception of trips to out-of-state car shows, has had in his possession at his home in Sharon, Connecticut ever since. The cloud on his title was created shortly after Mr. Hallingby bought the car. The cloud was created primarily by

Dr. Andreas Gerber of Switzerland, who falsely claims he is the lawful owner of the Ferrari because it was allegedly stolen from him and his partner in ownership, Bernhard Friedli-von Mühlenen, in July 1993 — a claim rejected for lack of supporting evidence by judgments from Spanish courts in 1993 and 1995, and a claim the Office of the Connecticut State Attorney for the Judicial District of Litchfield, Connecticut (“State’s Attorney”) declined to prosecute in 2009 following a lengthy and thorough investigation instigated by Dr. Gerber. Dr. Gerber has persisted in seeding this cloud with repetitions of his thrice-rejected claim to potential buyers of the Ferrari as recently as November 2014, which resulted in the buyers aborting those sales. All this despite the fact that the Statute of Limitation has run on any claim Dr. Gerber may have to the Ferrari.

2. Dr. Gerber’s claims have, in addition, been broadcast publicly in social media, internet blogs, chat sites, and Twitter used and read by the classic car community, and in magazines regularly read by that community; thus creating a general cloud on Mr. Hallingby’s title and ownership.

3. Efforts to resolve the dispute with Dr. Gerber having failed, and Mr. Hallingby’s title being fatally infected by these false accusations and claims, Mr. Hallingby was forced to bring this action to rid his title of this scourge. By this action, Mr. Hallingby seeks the following things:

- A. A Declaratory Judgment against Dr. Gerber declaring that any claim he has to ownership of the Ferrari is barred by the Statute of Limitations.
- B. A Declaratory Judgment against Dr. Gerber that any claim he has to ownership of the Ferrari is barred by Laches.

C. A Declaratory Judgment against Dr. Gerber that any claim he has to ownership of the Ferrari is barred by the Spanish Judgments, as described fully below.

D. A Declaratory Judgment against Dr. Gerber that he has no right, title or interest in the Ferrari.

E. A Declaratory Judgement against Dr. Gerber declaring that Dr. Gerber has engaged in a pattern of conduct constituting tortious interference with prospective business relationships between Mr. Hallingby and prospective buyers of the Ferrari, and an injunction enjoining him and those acting in concert with him from engaging in such conduct.

F. Damages against Dr. Gerber, including punitive damages, for intentional interference with prospective business relations.

G. A Judgment quieting title to the Ferrari in Hallingby against all Defendants and the World.

PARTIES

4. Plaintiff, Paul L. (“Barney”) Hallingby (“Hallingby”), is an individual who is a resident of the State of New York and maintains a secondary residence in Sharon, Connecticut, located at 31 Kings Hill Road. Hallingby has been the owner of the Plaintiff-in-Rem automobile described in paragraph No. 5 since November 29, 2000, and has possessed it openly and notoriously since then.

5. Plaintiff-in-Rem is a 1957 Ferrari 250 PF, Cabriolet, Pinin Farina Series 1, Chassis No. 0799 GT automobile (“Ferrari”) that is stored, and has been stored since about

December 2000, at Hallingby's residence in Sharon, Connecticut. It is unique because, among other reasons, it is one of only 36 cars in the Pinin Farina Series 1. Hallingby paid \$550,000 for the car when he bought it (which was its then market value), and it is worth between \$4 million and \$6 million today.

6. Defendant Dr. Andreas Gerber ("Gerber") is an individual who is a citizen and resident of Switzerland. He wrongly and wrongfully claims to be the current lawful owner of the Ferrari, and has engaged in the pattern of conduct creating the cloud on the Ferrari that Hallingby seeks to remove by this action. Gerber was at one time a partner in ownership of the Ferrari with Bernhard Friedli-von Mühlenen ("B. Friedli"), who died in 1996. Annerose Friedli-von Mühlenen ("A. Friedli") was B. Friedli's wife at the time of his death.

7. Defendant Estate of Bernhard Friedli-von Mühlenen is (or may be) a juridical entity or association of heirs formed or assembled under Swiss law as the vehicle for administration and passage of the assets of B. Friedli to his heirs at the time of his death. Upon information and belief, the Estate of Bernhard Friedli-von Mühlenen (if it ever existed and continues to exist) may claim an ownership interest in the Ferrari.

8. Defendants Heirs of Bernhard Friedli are unknown individuals to whom the assets (including any interest that B. Friedli may have had in the Ferrari at the time of his death) would or might have passed on B. Friedli's death. Upon information and belief, one or more of the Heirs of Bernhard Friedli- von Mühlenen, may claim an ownership interest in the Ferrari by right of survivorship from B. Friedli.

9. Defendant Estate of Annerose Friedli-Von Mühlenen is (or may be) a juridical entity or association of heirs formed or assembled under Swiss law as the vehicle for

administration and passage of the assets of A. Friedli to her heirs at the time of her death.

These assets included any interest B. Friedli may have had in the Ferrari at the time of B.

Friedli's death. Upon information and belief, the Estate of Annerose Friedli-von Mühlenen (if it ever existed and continues to exist) may therefor claim an ownership interest in the Ferrari.

10. Defendants Heirs of Annerose Friedli-von Mühlenen, are unknown individuals to whom the assets (including any interest B. Friedli may have had in the Ferrari at the time of his death) would or might have passed on A. Friedli's death. Upon information and belief, one or more of the Heirs of Annerose Friedli-von Mühlenen may therefor claim an ownership interest in the Ferrari based on the right of survivorship or succession from A. Friedli.

11. Defendant Guy Friedli is a citizen and resident of Switzerland. He is the son of B. Friedli and A. Friedli, and, on information and belief, may claim an ownership interest in the Ferrari by right of survivorship or inheritance from B. Friedli or A. Friedli.

12. Defendant Colette Friedli is a daughter of B. Friedli and A. Friedli, and, on information and belief, may claim an ownership interest in the Ferrari by right of survivorship or inheritance from B. Friedli or A. Friedli.

13. Defendant Jacqueline Friedli is a daughter of B. Friedli and A. Friedli, and, on information and belief, may claim an ownership interest in the Ferrari by right of survivorship or inheritance from B. Friedli or A. Friedli.

14. The Unknown Defendants are all unknown persons, who, on information and belief, claim, or may claim, any rights, title, interest, or estate in the Ferrari adverse to Hallingby, whether such claim or possible claim is vested or contingent. Their citizenship and

residences are unknown, but they most would likely be citizens and residents of Switzerland, and, on information and belief, none are residents of Connecticut.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1)-(3), because this action is: (i) between citizens of different States; (ii) between citizens of a State and citizens or subjects of a foreign state; (iii) between citizens of different States and in which citizens or subjects of a foreign state are additional parties; and (iv) because the matter in controversy exceeds \$75,000, exclusive of interest and costs.

16. This Court may exercise *in rem* and *quasi in rem* jurisdiction in this matter pursuant to 28 U.S.C. § 1655 because Hallingby seeks to remove a cloud on the title to personal property located in Connecticut. This Court may also exercise *in rem* and *quasi-in rem* jurisdiction pursuant to CONN. GEN. STAT. § 47-31 because Hallingby claims title to, and seeks to quiet the title of, personal property located in Connecticut.

17. This Court has jurisdiction to grant the requested declaratory and injunctive relief pursuant to 28 U.S.C. § 2201(a); 28 U.S.C. § 2202; 28 U.S.C. § 1655; and CONN. GEN. STAT. § 47-31.

18. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(2) and 1391(b)(3) because: (i) the property that is the subject of this action is located in Connecticut; (ii) all named defendants are non-residents of the United States; (iii) all unknown defendants are, on information and belief, non-residents of the United States; and (iv) as to all other defendants, there is no district in which an action may otherwise be brought under 28 U.S.C. § 1391. Venue is also proper in this district pursuant to 28 U.S.C. § 1655, because this is an

action to remove a cloud on title to property located within this district, and such defendants cannot be served in Connecticut.

GENERAL FACTUAL ALLEGATIONS

HALLINGBY'S PURCHASE AND OWNERSHIP OF THE FERRARI

19. Hallingby purchased the Ferrari on November 29, 2000 from Scott Rosen ("Rosen"), who is a private citizen and classic car collector.

20. Hallingby took delivery of the Ferrari in New York, and subsequently had it transported to his home in Sharon, Connecticut, where it has remained ever since except for occasional trips out of the State to car shows.

21. Hallingby registered the Ferrari in Connecticut on August 23, 2007, where it has been continuously registered ever since ("Connecticut Registration"). Under Connecticut law, registration of cars more than 20 years old (such as the Ferrari) serve as prima facie proof of ownership of the car, and creates a rebuttable presumption that Hallingby is the current rightful owner of the car.

22. Rosen had purchased the Ferrari from Jeffery Schwartz ("Schwartz") on July 13, 2000. Schwartz had obtained a Certificate of Title for the Ferrari in New Jersey on December 9, 1997 ("Certificate of Title").

23. Schwartz signed and delivered the Certificate of Title (signed in blank) to Rosen upon Rosen's purchase of the car.

24. Upon Hallingby's purchase of the Ferrari from Rosen, Rosen delivered to Hallingby both (i) the Certificate of Title (signed in blank by Rosen) and (ii) a New York State Department of Motor Vehicles Certification of Sale or Transfer for 1972 or Older Vehicles or

Any Other Non-Titled Vehicles (“Certification of Sale or Transfer”), which is the equivalent of a Certificate of Title for old, classic cars. Both the Certificate of Title and the Certification of Sale or Transfer are still in Hallingby’s possession.

25. Both alone and in conjunction, the Certificate of Title, the Certification of Sale or Transfer, and the Connecticut Registration establish presumptive ownership of the Ferrari in Hallingby.

26. At the time he purchased the Ferrari, Hallingby had heard that it had been the subject of a series of lawsuits in Marbella, Spain in the time period between 1991 and 2000. In those suits, acting for himself and as agent of Gerber, B. Friedli had claimed that the Ferrari had been stolen from him by an auto dealer named Motorauto Marbella S.L. (“Motorauto Marbella”), to whom B. Friedli had sold the Ferrari in July 1991. Hallingby correctly believed, however, that the Spanish courts had rejected B. Friedli’s claim that the Ferrari had been stolen, and determined that the matter was simply a civil dispute between B. Friedli and Motorauto Marbella over who owed whom how much money in connection with their dealings involving the Ferrari. Confident that these proceedings conclusively resolved any claim that the Ferrari was a stolen automobile, and confident that Rosen possessed good title to the car, Hallingby proceeded with the purchase.

27. Beginning immediately upon taking possession of the Ferrari, Hallingby began publicly proclaiming his ownership. Over the last sixteen years, Hallingby has openly shown the Ferrari at numerous car shows, and several articles have been published regarding his ownership. The car showings included, among others: the Cavallino Classic — the only dedicated Ferrari Concours [competition] worldwide — in Palm Beach, Florida in January

2001, a mere two months after purchasing the car; the Hartford Concours in June 2004; and the Greenwich Concours in June 2005. In December, 2007, *Forza Magazine*, a widely circulated publication dedicated to Ferraris, published an article that featured the Ferrari and other cars Hallingby owned, which identified Hallingby as the Ferrari's owner. Thus, over the years since Hallingby purchased the Ferrari in 2000, his ownership and the location of the car have been well known in the community of rare Ferrari buyers, sellers, collectors, and enthusiasts.

**GERBER'S WRONGFUL HARASSMENT AND INTERFERENCE
WITH HALLINGBY'S RIGHTFUL OWNERSHIP OF THE FERRARI**

28. Commencing in March 2008, Gerber has been engaged in a scheme to undermine Hallingby's title to the Ferrari, cloud his title to the Ferrari, and interfere with his efforts to sell the automobile. In furtherance of this scheme, Gerber has committed at least the following acts:

A. In March, April, and May of 2008, and through his Swiss attorney Oliver Weber ("Weber"), Gerber caused paid advertisements to be placed in the "*Ferrari Market Letter*" and the "*Cavallino*" magazine, both of which were special interest publications devoted to the purchase and sale of Ferrari automobiles (with particular emphasis on rare Ferraris), and both of which were regularly distributed among Ferrari buyers, sellers, collectors, and enthusiasts in New York and elsewhere worldwide. The *Ferrari Market Letter* ad reads:

STOLEN FERRARI

**Ferrari 250 PF~ Cabriolet, Silver Colored,
Pinin Farina, Series 1, 1957/58, Chassis No. 0799 GT**

Please be informed that the above-mentioned Ferrari old timer car with Chassis No. 0799 GT has been stolen on July 7, 1993 in Marbella, Spain from a Swiss citizen. Please also take notice that the car is on the active list of the police and further legal action will follow. Investigations by Interpol are involved. This Ferrari car has [sic] last reported to be in the custody of a Ferrari collector in Sharon 06069, Connecticut, U.S.A.

Members of the rare Ferrari community and others would recognize from the detailed description, that the “stolen Ferrari” referred to was the Ferrari at issue and that the reference to a “Ferrari collector in Sharon 06069, Connecticut, U.S.A.” was a reference to Hallingby. The *Cavallino* ad was identical, except for describing the location and possessor of the car as being “a Ferrari collector on the east coast,” from which Hallingby also could be easily identified because of his known status as an active collector, resident on the “east coast,” and the publicity of his ownership of the Ferrari.

B. Beginning in May 2008, Gerber was instrumental in initiating a criminal investigation of Hallingby for larceny under Connecticut law for allegedly knowingly possessing a stolen vehicle (namely, the Ferrari). Conducted by a Detective for the Connecticut State Police named Richard Van Tine II, the investigation went on for almost a year, culminating on August 19, 2009 when Detective Van Tine filed a 31-page Application for Arrest Warrant and Supporting Affidavit for the arrest of Hallingby. The State’s Attorney made short shrift of the Application, and declined to prosecute on September 14, 2009. Based on that declination, Judge James P. Ginocchio of the Superior Court of the Litchfield Judicial District ordered that the Ferrari be “returned to the rightful owner Paul Hallingby.”

C. While the investigation of his charge of larceny was still ongoing, and again acting through Weber, Gerber made a “Request for Seizure and Recovery” of the Ferrari on July 21, 2008 to the Connecticut State Police. This request was based on numerous false affirmative statements and notably failed to disclose that the claim for theft of the Ferrari in Spain, on which the assertions against Hallingby were based, had been rejected in final judgments by the Spanish courts in 1993 and 1995. Gerber’s false accusations resulted in the issuance of a Search and Seizure Warrant on September 4, 2008, which, in turn, resulted in the very public and humiliating seizure of the Ferrari from Hallingby’s residence in Sharon. The Ferrari was impounded in a police garage, where it remained for over a year until it was finally released to Hallingby as the Ferrari’s “rightful owner,” pursuant to court order on October 14, 2009, based on the State’s Attorney’s refusal to prosecute. The Ferrari has remained in Hallingby’s possession in Sharon, Connecticut ever since. This whole unfounded process not only denied Hallingby possession of his car for over a year, but cost him approximately \$350,000 in legal expenses to defend against and to get his car back.

D. Undaunted by the outright rejection of his claim by the State’s Attorney and the court-ordered return of the Ferrari to “the rightful owner Paul Hallingby,” Gerber’s Connecticut counsel (retained by Weber) wrote to Hallingby on July 27, 2010 stating, “Our client is the owner of a Ferrari 250 GT, Spider, Series 1, VIN 0799GT, a vehicle which was stolen in Marbella, Spain on July 7, 1993,” and demanding that Hallingby “return the Ferrari 0799GT to our client by August 15.” Hallingby’s counsel responded on August 13, 2010 that, “My client, Paul Hallingby, is the sole, lawful owner of the 1957 250 GT Cabriolet Pininfarina Series 1 Ferrari, bearing Vehicle Identification Number 0799GT (the “Ferrari”) that you reference in your

letter . . . [and] of course rejects the ludicrous request in your letter for the transfer of his Ferrari.” Undeterred, over three months later on November 19, 2010, Gerber’s counsel again wrote, stating that Gerber “remains confident that he is the true owner of the Ferrari,” and again demanding delivery of the Ferrari to him. This demand, too, was unequivocally rejected by Hallingby’s counsel in a letter dated December 28, 2010. And although Gerber had “reserve[d] his right to take appropriate legal action to vindicate” his alleged right to the Ferrari in the November 19, 2010 letter, he has to this day instituted no action to obtain ownership or possession of the Ferrari in Connecticut or elsewhere in the United States, or in the world.

E. Despite the passage of over six years since the rejection of his claim by the Connecticut State’s Attorney and his demands on Hallingby for the Ferrari, Gerber, through his representatives, has continued to broadcast his unfounded claim of ownership to the classic Ferrari community through blogs, chat rooms, Twitter, and other means. Indeed, Weber announced in a threatening letter of January 17, 2014 to Rosen, from whom Hallingby had purchased the Ferrari, that Gerber “will never give up his claim concerning ownership of Ferrari Vin 0799GT and he has made that very clear in the Ferrari community.” He made the same statement in a threatening letter of January 22, 2014 to Frank Triarsi, from whom Rosen had purchased the Ferrari. In furtherance of his purpose of widely broadcasting his unfounded claims, Weber sent copies of the letters to the Ferrari North America Legal Department and the Ferrari SpA Headquarters Legal Department.

29. In further and focused pursuit of his scheme to cloud Hallingby’s title and interfere with his ownership of the Ferrari, Gerber, once again through Weber, has communicated his unfounded and wrongful claim of ownership to potential purchasers of the

Ferrari and to brokers, and has tortuously interfered with Hallingby's lawful efforts to sell the automobile, through at least the following acts:

A. In early 2013, Hallingby had enlisted the aid of a man named Tom Papadopoulos, who was in the business of brokering the sale of classic cars, to assist him in trying to sell the Ferrari. Apparently learning of this from a contact in the Ferrari community, Weber sent Mr. Papadopoulos an unsolicited letter on April 24, 2013 on behalf of Gerber, falsely stating: (i) that the car was stolen from his client in Marbella, Spain; (ii) falsely suggesting that the Connecticut State Police were still investigating charges that Hallingby was criminally culpable for knowingly possessing a stolen car (when, in fact, the investigation had been terminated without charges being brought on September 14, 2009); (iii) falsely stating that the police "never questioned the theft of Ferrari 0799GT;" and (iv) despite their refusal to prosecute Hallingby, falsely stating that the "Connecticut authorities" were convinced that Hallingby knew the car was stolen when he bought it. Weber also included copies of the Search and Seizure Warrant; the 31 page Arrest Warrant Application and Affidavit of Detective Van Tine; and the declination of the Connecticut State's Attorney to prosecute. Noticeably absent from this letter and package was any mention of the Spanish judgments, which had rejected Gerber's criminal allegation of theft for lack of sufficient evidence to support the claim. The letter closed with the defamatory jibe that: "The attached documents will give you a good overview about the history of Ferrari VIN0799GT, and will also provide important information about the person of Mr. Hallingby." This was all for the purpose of slandering the title of the Ferrari, misrepresenting the nature and results of the Connecticut investigation, defaming Hallingby, and discouraging Mr. Papadopoulos from even assisting him in his efforts to sell the car.

B. In this same Spring of 2013, Mr. Papadopoulos was engaged in serious negotiations on Hallingby's behalf with a Mr. Constantin von Dziembowski of Germany for the sale of the Ferrari to him. He and Mr. von Dziembowski's agent had agreed on the essential terms of a sale and were in the process of finalizing and closing it by June 3, 2013. But on June 4, 2013, Weber wrote Mr. Von Dziembowski an unsolicited letter, headed with this bold face re-line : **"Stolen Ferrari 250 GT Spider, Series 1, VIN 0799, owned by Dr. Andreas Gerber, 2542 Pieterlen, Switzerland."** In this letter he "urgently" advised Mr. Von Dziembowski not to import this vehicle into Germany; told him that he "would commit the offence of larceny" if he purchased the car; and threatened him with "civil and criminal proceedings should the car be imported into Germany." (emphasis in original). Not surprisingly, Mr. Von Dziembowski walked away from the deal, and Mr. Papadopoulos informed Hallingby that although "von Dziembowski was prepared to follow through with the purchase," he walked away because of "the interference by Mr. Oliver Weber." Mr. Papadopoulos closed his letter to Hallingby about the collapse of this transaction with the comment that, "[t]he constant interference by Mr. Weber has deemed [i.e. rendered] this 250GT unsalable."

C. After the deal with Von Dziembowski collapsed because of Gerber's interference, Hallingby and Mr. Papadopoulos entered into a written agreement by which Hallingby would sell Papadopoulos a 50% interest in the Ferrari, in return for Papadopoulos' agreement to actively broker a sale of the Ferrari on their joint behalf. Apparently also learning of this agreement from a contact in the Ferrari community, on November 26, 2014, Weber sent Papadopoulos an email reminding him of his previous letter of April 24, 2013, and threatening Papadopoulos as follows:

Since you know all details about the theft of Ferrari 0799GT very well, you have presumably committed the crime of larceny by assisting Mr. Hallingby to sell Ferrari 0799GT. My client will not accept your disrespect for his property. Please be informed that your activities [sic] [activities] and communication in the Ferrari-Community are being observed carefully.

* * *

I am warning you with clear words: In case you should not immediately stay away from Ferrari 0799GT and continue to assist Mr. Hallingby in selling this stolen vehicle, my client will undertake all necessary actions in order to bring you in jail for larceny.

As Weber intended, Papadopoulos also walked away from the arrangement, explaining to Hallingby:

As I explained to you on the telephone earlier this week, I was fully prepared to complete our signed agreement to purchase a 50% interest on Ferrari 0799GT. However, since I have in the interim received a letter (and documents) from Attorney Weber threatening me with "larceny," I feel that it would be irresponsible to go ahead with the purchase. I am truly sorry that it has come to this end, as I was very excited about our joint ownership of the car and future plans for the car.

Gerber thus had deprived Hallingby of yet another opportunity to sell his car.

30. Gerber has, in fact, touted his intent to keep stalking and harassing Hallingby forever. In a letter of August 29, 2013 to Hallingby's Swiss lawyer, Georg Friedli, Weber broadcast his intent to keep harassing Hallingby and interfering with any attempt by him to sell the Ferrari, through tracking Hallingby's activities and intimidating any potential buyers or facilitators of such a transaction with threats of criminal prosecution and civil lawsuits, just as he had Papadopoulos, von Dziembowski, Rosen, Mr. Triarsi. In that letter he raged:

Please take note that my client is absolutely determined to continue to pursue his ownership claim regarding the Ferrari VIN 0799GT, and that the results of the investigations of the Swiss police and the U.S. police will continue to be unambiguously communicated to third parties, namely those in the Ferrari community. My client is carefully tracking the activities of your client, and in the future will stop any sale attempt regarding the Ferrari VIN 0799GT. Likewise, my client expressly reserves the right to hold to account Ferrari

dealers (namely Tom Papadopoulos, Nick Soprano, etc.) and potential purchasers in terms of civil law and criminal law. Quite likely, my client has sufficiently proven that he is absolutely determined, and that will not allow himself to be stopped by borders.

31. Gerber has been successful in his efforts and has created the cloud on title that Hallingby seeks to remove by this lawsuit. Unless Gerber is enjoined from such harassment and intimidation, it is clear he will continue these wrongful activities with a vengeance, even though the Statute of Limitations has run on any claim he may once have had to the Ferrari, even though he is independently barred from asserting such a claim by the Spanish judgments, and even though his claim has been rejected everywhere it has been asserted.

32. Unless he is enjoined from doing so, Gerber will continue his tortious interference whenever Mr. Hallingby next tries to sell the car, fulfilling the promise of his lawyer that he “is carefully tracking the activities” relating to selling the Ferrari, and “and in the future will stop any sale attempt regarding the Ferrari VIN 0799GT.”

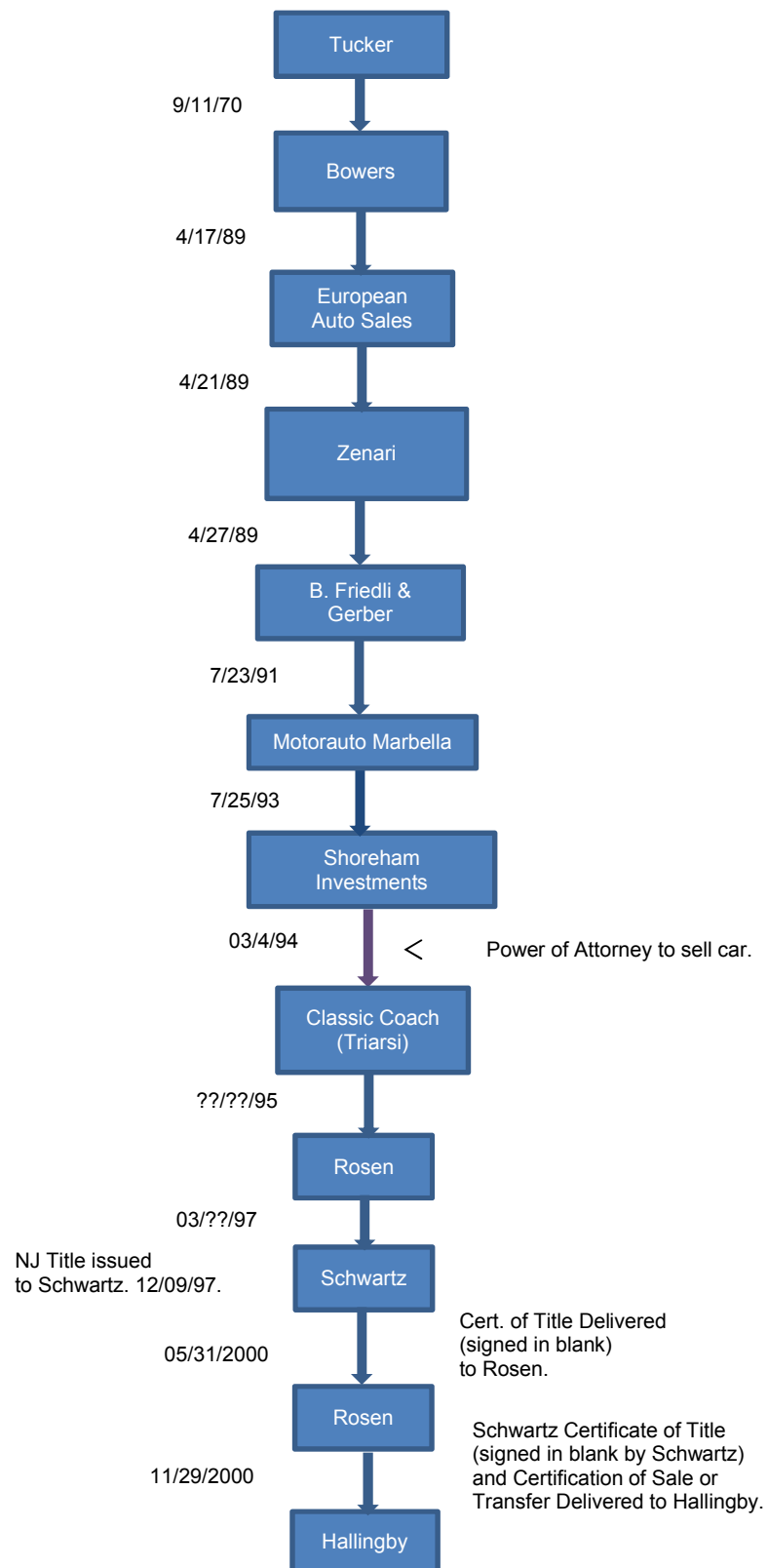
HALLINGBY’S CHAIN OF TITLE TO THE FERRARI

33. Following is the chain of title to the Ferrari from September 11, 1970 to date:

- A. Peter Bowers purchased the Ferrari from Kitt Tucker on or about September 11, 1970, and Bowers was issued a Texas Certificate of Title on that date.
- B. European Auto Sales, Inc. purchased the Ferrari from Bowers on or about April 17, 1989.
- C. Andre Zenari purchased the Ferrari from European Auto Sales, Inc. on or about April 21, 1989.
- D. Gerber and B. Friedli, as equal partners, purchased the Ferrari from Zenari on or about April 27, 1989.
- E. B. Friedli, acting on behalf of himself and Gerber, sold the Ferrari to Motorauto Marbella on or about July 23, 1991.
- F. Shoreham Investments Ltd. (“Shoreham Investments”) purchased the Ferrari from Motorauto Marbella on or about July 25, 1993.

- G. Shoreham Investments transferred the Ferrari to Classic Coach, owned by Frank Triarsi, with power of attorney to sell the car on behalf of Shoreham Investments on or about March 4, 1994.
- H. Scott Rosen purchased the Ferrari from Shoreham Investments, through Classic Coach in New Jersey, in 1995.
- I. Jeffery Schwartz purchased the Ferrari from Rosen in or about March 1997.
- J. Rosen re-purchased the Ferrari from Schwartz on or about May 31, 2000. Schwartz had obtained a Certificate of Title for the Ferrari in New Jersey in 1997, which was transferred to Rosen upon the sale in May 2000 and signed in blank.
- K. Hallingby purchased the Ferrari from Rosen on November 29, 2000. In connection with the sale, Rosen delivered both the Schwartz Certificate of Title (signed by Schwartz in blank) and the Certification of Sale or Transfer, both of which Hallingby has in his possession.

34. This can be depicted graphically as follows:



**B. B. FRIEDLI'S UNSUCCESSFUL LITIGATION IN SPANISH COURTS
1991-2000
THE SPANISH JUDGEMENTS**

35. The cloud on Hallingby's title to the Ferrari has been generated and perpetuated by Gerber's claim that the Ferrari was stolen by the Spanish Mafia in Marbella, Spain in July 1993. Acting on behalf of himself and as agent for Gerber, B. Friedli asserted claims that the Ferrari had been stolen in a series of lawsuits that he initiated in Spain against the purported thieves. His claims were soundly rejected by final and binding Spanish judgments in 1993, 1995, 1998, and 2000 ("Spanish Judgments"). As a consequence of these Spanish Judgments, all of Gerber's right, title, and interest in the Ferrari have been forever extinguished. And by operation of *res judicata*, the Spanish Judgments bar any claim by Gerber that he is the rightful owner of the Ferrari or that Hallingby is not the rightful owner.

36. Moreover, in a civil suit commenced against the purported thieves by B. Friedli on behalf of himself and Gerber following dismissal of the criminal charges B. Friedli had brought and prosecuted, a Spanish court held that B. Friedli failed to establish that any of the purported thieves had committed a breach of contract entitling B. Friedli to any relief of any kind, and accordingly dismissed his claims. This decision was issued on March 10, 1998 and affirmed on appeal by a decree issued on June 27, 2000.

37. As a consequence of the Spanish Judgments taken together, Gerber has no claim to ownership of the Ferrari; no claim that title to the Ferrari did not pass to Motorauto Marbella; and no civil claim for the purchase price of the car or other damages. Together, these Judgments should have been the end of the matter. But woefully Gerber persists in carrying it on.

38. In the **First Criminal Case** concerning the Ferrari, B. Friedli claimed that Motorauto and Kelvin Fisher (who was associated with Motorauto) had “fraudulently appropriated” the Ferrari along with three other of B. Friedli’s cars. This is the equivalent of a charge of theft under American law. By a judgment issued March 20, 1993, the Spanish court dismissed this claim, concluding that no sufficient evidence existed to support a finding of any criminal activity of any kind. This would include any claim that the Ferrari was “stolen” or was a “stolen car.” This is now a final judgment; all periods of time for appeal have expired; and the Spanish Statute of Limitations on such a claim has run.

39. In the judgment in the **First Criminal Case**, the court had ordered Motorauto to retain the cars for a period of three months to permit B. Friedli to file a civil suit. B. Friedli commenced a civil suit within that time, but did not serve or notify Motorauto Marbella or Fisher within the specified three month period. Not having been informed of the filing of the civil suit contemplated by the Judgment within the holding period, Motorauto sold the cars, including the Ferrari, after the three months had expired. The Ferrari then passed to Hallingby in accordance with the chain of title alleged and depicted graphically in paragraphs 33 and 34.

40. Motorauto’s sale of the cars prompted B. Friedli to file another criminal complaint that led to the **Second Criminal Case** concerning the Ferrari in July 1993. Here, B. Friedli claimed it was criminal for Motorauto Marbella and Fisher to have sold the cars, since he had in fact filed the civil case contemplated by the judgment in the **First Criminal Case** within three months. The court rejected this claim, as well, because “the records on file fail to show that any criminal offense has been committed.” This, too, is a final judgment; all periods

of time for appeal have expired; and the Spanish Statute of Limitations on such a claim has run.

41. B. Friedli thus proceeded with the **Civil Case**. There, he changed his story and alleged that his contract to sell his cars, including the Ferrari, was with one Giuseppe Giudice (“Giudice”). In this case, he claimed that Giudice had breached his contract with B. Friedli by not paying the agreed upon price, and, alternatively, that if the contract was deemed to have been with Motorauto Marbella and/or Fisher, that they had breached the contract. He sought rescission, return of the cars, a monetary award in the amount of the contract price (which he claimed was USD \$1.9 million) if the cars could not be returned, and substantial monetary damages and costs. The court rejected all his claims in a judgment issued on March 10, 1998, concluding that:

- A. There was insufficient evidence of a contract between B. Friedli and Giudice.
- B. There was no evidence that the price under any contract was USD \$ 1.9 million.
- C. There was insufficient evidence of a contract between B. Friedli and Motorauto Marbella and/or Fisher that had been breached to support that claim.

This judgment became a “Decree Absolute” on June 27, 2000, when it was affirmed on appeal.

42. All these judgments are final, binding, and subject to no further right of review, and the Spanish Statutes of Limitation have expired on all the underlying claims.

43. By them, all of Gerber’s right, title, and interest in the Ferrari has therefor been extinguished.

44. By them, Gerber is also barred by the doctrines of claim preclusion and issue preclusion from claiming or asserting that:

- A. The Ferrari was stolen, or is a “stolen car.”
- B. That he is the rightful owner of the Ferrari.
- C. That Hallingby is not the rightful owner of the Ferrari.

45. Throughout the entirety of all the Spanish proceedings, Gerber was in constant contact with B. Friedli and his lawyers, and was fully aware of their progress and of their respective, definitive, adverse outcomes. Yet, in providing material to the Connecticut law enforcement authorities described above, Gerber never disclosed the existence, outcomes, or effects of the Spanish Judgments.

CLAIMS FOR RELIEF

COUNT I

**AGAINST GERBER ONLY FOR DECLARATORY JUDGMENT
AND INJUNCTION.
(*STATUTE OF LIMITATIONS*)**

46. Hallingby incorporates paragraphs 1 – 45 as if fully set forth.

47. Hallingby purchased and immediately began exercising dominion over the Ferrari on November 29, 2000.

48. Hallingby began publicly proclaiming ownership of the Ferrari in or about January 2001, and has continued to do so ever since.

49. It has been publicly known that Hallingby claimed ownership of the Ferrari since at least January 2001.

50. It has been publicly known that Hallingby was keeping the Ferrari in Connecticut since at least January 2001.

51. Gerber has known that Hallingby purchased the Ferrari and claimed ownership of it, and that the Ferrari was located at 31 Kings Hill Road in Sharon, Connecticut, since at least July 2008, and, on information and belief, since early 2001.

52. On July 21, 2008, Gerber made a “Request for Seizure and Recovery” of the Ferrari to the Connecticut State Police, asking that they seize and impound the Ferrari. This resulted in the seizure and impoundment of the Ferrari on September 4, 2008.

53. The State’s Attorney declined to prosecute Hallingby on September 14, 2009.

54. The Ferrari was released to Hallingby as its “rightful owner” pursuant to court order on October 14, 2009.

55. Gerber became aware that the State’s Attorney declined to prosecute Hallingby on September 14, 2009, or shortly thereafter.

56. Gerber became aware that the Connecticut court had released the car to Hallingby, “as its rightful owner,” on October 14, 2009, or shortly thereafter.

57. Gerber’s attorney demanded that Hallingby deliver the Ferrari to Gerber on July 27, 2010.

58. Hallingby’s attorney unequivocally rejected that demand on August 13, 2010.

59. Gerber’s attorney again demanded that Hallingby deliver the Ferrari to Gerber on November 19, 2010.

60. Hallingby’s attorney again unequivocally refused that demand on December 28, 2010.

61. Gerber has never filed suit in Connecticut or anywhere else in the world, against Hallingby or anyone else, to establish his ownership of the Ferrari.

62. Any claim Gerber may have against Hallingby for ownership of the Ferrari is a claim for conversion.

63. The Statute of Limitations for such a claim is three years from the date of the occurrence of the conversion under CONN. GEN. STAT. ANN. § 52-577.

64. The Statute of Limitations on any claim Gerber may have against Hallingby for ownership of the Ferrari began to run in January 2001 when Hallingby began publicly proclaiming his ownership. It began to run at the very latest on August 13, 2010, when Hallingby's attorney unequivocally rejected the demand of Gerber's attorney to deliver the Ferrari to Gerber.

65. The Statute of Limitations has run on any claim Gerber may have against Hallingby for ownership of the Ferrari.

66. Hallingby is entitled to a Declaratory Judgment that any claim Gerber may have to any interest in the Ferrari is barred by the Statute of Limitations.

67. Pursuant to 28 U.S. C. § 2202, CONN. GEN. STAT. ANN. § 47-31, and this Court's inherent power to fashion equitable relief, Hallingby is entitled to an order permanently enjoining Gerber from any of the following acts:

A. Making any public statements that Gerber is the rightful owner of the Ferrari.

B. Interfering with Hallingby's efforts to sell or dispose of the Ferrari, including, specifically, by contacting potential purchasers of the Ferrari and claiming that Gerber owns the Ferrari or that title to the Ferrari is clouded by Gerber's claims.

COUNT II
AGAINST GERBER ONLY FOR DECLARATORY JUDGMENT
AND INJUNCTION.
(LACHES)

68. Hallingby incorporates paragraphs 1 – 67 as if fully set forth.

69. Any claim Gerber may have against Hallingby for ownership of the Ferrari is also barred by Laches.

70. It has been almost 24 years since the alleged theft of the Ferrari by Motorauto Marbella, Fisher, or Guidice occurred.

71. It has been almost 22 years since the Spanish Courts found insufficient evidence to support the claim that the Ferrari had been stolen from B. Friedli and Gerber.

72. It has been almost 23 years since the Ferrari was imported into the United States and delivered to Frank Triarsi at Classic Coach in New Jersey.

73. It has been at least 22 years since Gerber learned that the Ferrari had been imported into the United States, and that it was in the possession of Scott Rosen, whose exact address in New York was known to him.

74. Upon information and belief, it has been at least 16 years since Gerber learned that Hallingby was in possession of the Ferrari in Connecticut and claimed lawful ownership of the car.

75. And yet Gerber has never brought suit against anyone anywhere to establish his claimed right to the Ferrari.

76. Nor has B. Friedli, A. Friedli, or any of the heirs of B. Friedli or A. Friedli brought suit against anyone anywhere to establish their claimed right to the Ferrari following final conclusion of the Spanish proceedings in 2000.

77. Indeed, no one besides B. Friedli in the Spanish proceedings have ever instituted litigation anywhere claiming an interest in the Ferrari or made claim to ownership of the car in any form.

78. It took more than eight years after it was well known that Hallingby had the Ferrari in Connecticut and was claiming to own it for Gerber to publish his newspaper advertisements and secure the seizure of the Ferrari by the Connecticut State Police.

79. And it took over 10 years for Gerber to make a direct and formal demand on Hallingby for delivery of the Ferrari. Yet when that was formally and unequivocally rebuffed, Gerber has still not sued to vindicate his alleged rights after the expiration of another 7 years.

80. Rather, Gerber has chosen to sit back and conduct a guerilla war, stalking and lying in wait, sniping from afar, and scaring away any potential buyers with intimidating threats of criminal charges and civil litigation, rather than in fair and direct confrontation in open court.

81. This delay is unreasonable as a matter of law.

82. Hallingby has been prejudiced by this unreasonable delay.

83. Gerber has failed to discharge his obligation in law and equity to assert his claimed rights to the Ferrari in a timely manner. Under these circumstances, he has no valid claim to the Ferrari as a matter of law.

84. Hallingby is entitled to a Declaratory Judgment that any claim Gerber may have to any interest in the Ferrari is barred by Laches.

85. On this Claim for Relief, Hallingby is also entitled to the same Injunctive relief described in paragraph 67.

COUNT III
AGAINST GERBER ONLY FOR DECLARATORY JUDGMENT
AND INJUNCTION.
(BAR BY SPANISH JUDGMENTS)

86. Hallingby incorporates paragraphs 1 – 45 as if fully set forth.

87. Gerber's claim to ownership of the Ferrari is based entirely on his claim that the Ferrari was stolen in July of 1993, and that, therefore, title to the car could not pass down the chain of title to Hallingby.

88. Gerber's assertion that Hallingby is not the lawful owner of the Ferrari is also based entirely on his claim that the Ferrari was stolen in July of 1993.

89. All claims the Ferrari was stolen were conclusively and finally rejected, alone and in conjunction, by the Spanish Judgments.

90. Gerber is bound by those Judgments.

91. Gerber is therefore barred by the doctrines of claim preclusion and issue preclusion from asserting that the Ferrari was stolen.

92. Because his claim to ownership of the Ferrari is based exclusively on that assertion, Gerber's claim to any ownership or other interest in the Ferrari is barred.

93. Because his claim that Hallingby is not the lawful owner of the Ferrari is also based exclusively on the claim that the Ferrari was stolen, Gerber's claim that Hallingby is not the lawful owner of the Ferrari is barred as well.

94. Hallingby is entitled to a Declaratory Judgment that any claim Gerber may have to any interest in the Ferrari is barred by the Spanish Judgments.

95. On this Claim for Relief, Hallingby is entitled to an order permanently enjoining Gerber from any of the following acts:

- A. Making any public statements that that the Ferrari is “stolen.”
- B. Making any public statements that Hallingby is not the rightful owner of the Ferrari.
- C. Making any public statements that Gerber is the rightful owner of the Ferrari.
- D. Interfering with Hallingby’s efforts to sell or dispose of the Ferrari, including, specifically, by contacting potential purchasers of the Ferrari and claiming that the Ferrari is stolen, that Gerber owns the Ferrari, that Hallingby does not own the Ferrari, or that title to the Ferrari is clouded by Gerber’s claims.

COUNT IV

**AGAINST GERBER ONLY FOR DAMAGES AND INJUNCTION
(*TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONSHIPS*)**

- 96. Hallingby incorporates paragraphs 1 – 95 as if fully set forth.
- 97. In the early part of 2013, Hallingby, through his agent Mr. Papadopoulos, had completed negotiations, including an agreed upon price, with a Mr. Von Dziembowski about the sale of the Ferrari to him, and was about to close that transaction (“Dziembowski Negotiations”).
- 98. Von Dziembowski walked away from closing the transaction, however, after receiving a June 4, 2013 letter from Gerber’s Swiss lawyer Oliver Weber, which threatened Mr. von Dziembowski with criminal prosecution if he purchased the Ferrari. But for this interference, Mr. Von Dziembowski would have purchased the car.
- 99. Shortly after the deal with Von Dziembowski collapsed because of Gerber’s interference, Hallingby had a written contract with Papadopoulos for the sale of a 50% interest

in the Ferrari (“Papadopoulos Contract”), who was also ready to close the transaction. But on November 26, 2014, Weber sent Papadopoulos an email threatening to put Papadopoulos in jail if he went through with the deal. Upon receipt of that letter, Papadopoulos too walked away from the sale, stating that while he was “fully prepared to complete our signed agreement to purchase a 50% interest on Ferrari 0799GT,” he felt it “irresponsible to go ahead with the purchase” in light of Weber’s threats against him. But for this interference, Papadopoulos would have purchased a 50% interest in the Ferrari and undertaken significant efforts to sell the car on behalf of himself and Hallingby.

100. Gerber was aware of the Dziembowski Negotiations at the time they were ongoing.

101. Gerber was aware of the Papadopoulos Contract and the negotiations leading up to it at the time those things occurred or were occurring.

102. Knowing of both the Papadopoulos Contract and the Dziembowski Negotiations, Gerber intentionally interfered with both of them, for the purpose of causing both Von Dziembowski and Papadopoulos not to purchase the Ferrari, as alleged fully in Paragraph 29.

103. Because of Gerber’s interference, Von Dziembowski terminated his negotiations. and did not purchase the Ferrari.

104. Because of Gerber’s interference, Papadopoulos terminated his contract; did not purchase the 50% interest in the Ferrari agreed to; and did not continue to act as a broker tasked with selling the Ferrari.

105. In furtherance of his scheme against Hallingby, Gerber has also blanketed Hallingby's title to the Ferrari with an impenetrable cloud and erected an impervious barrier to Hallingby's selling the Ferrari by the actions alleged in Paragraphs 28-31, all for the purpose of interfering with Hallingby's ability to sell the Ferrari.

106. As a direct and proximate result of Gerber's interference, Hallingby has suffered damages in an amount to be proven at trial.

107. Unless permanently enjoined, Gerber will continue this pattern of interference, as he and his attorney have threatened to do, thereby causing Hallingby immediate and irreparable injury.

108. Pursuant to 28 U.S. C. § 2202, CONN. GEN. STAT. ANN. § 47-31, and this Court's inherent power to fashion equitable relief, Hallingby is entitled to an order permanently enjoining Gerber from further interference with his efforts to sell the Ferrari in the same form as set forth in Paragraph 67.

COUNT V
AGAINST ALL DEFENDANTS AND THE WORLD AT LARGE
FOR JUDGMENT QUIETING TITLE TO THE FERRARI
(UNDER 28 U.S.C. § 1655, C.G.S. § 47-31, 28 U.S.C. § 2201)

109. Hallingby incorporates the allegations set forth in Paragraphs 1 through 108 as if fully set forth.

110. Hallingby is the lawful owner of the Ferrari, as evidenced, among other things, by the packet of title documents attached as Exhibit 1. Motorauto obtained good title to the Ferrari from B. Friedli. Good title was passed down the chain of title to Rosen, as alleged and depicted in paragraphs 33 and 34. And Rosen transferred good title to Hallingby.

111. Gerber has falsely claimed that he owns the Ferrari.

112. Gerber has widely broadcast this claim, and the claim that the Ferrari is a stolen car to which Hallingby does not hold legal ownership, to the general public and particularly within the community of rare Ferrari buyers, sellers, collectors, brokers, and enthusiasts.

113. Gerber's claims have been echoed in magazines, blogs, chat rooms, Twitter, and other social media, thus creating a general cloud on Hallingby's title and ownership of the Ferrari.

114. The sole source of the cloud on Hallingby's title is based on nothing more than Gerber's false claims and on false and baseless rumors and innuendo springing from them.

115. Baseless though it may be, this cloud has severely impaired Hallingby's rights of quiet ownership in the Ferrari and made it impossible for him to sell the Ferrari.

116. Gerber has never brought suit against anyone anywhere to establish his claimed right to the Ferrari.

117. Nor have B. Friedli, A. Friedli, or any of the heirs of B. Friedli or A. Friedli brought suit against anyone anywhere to establish a claimed right to the Ferrari following final conclusion of the Spanish proceedings in 2000.

118. No one besides Gerber and B. Friedli have ever claimed any interest in the Ferrari since it was sold to Motorauto Marbella in 1991 that is adverse to any current possessor and putative owner of the car, as described and depicted in paragraphs 33 and 34.

119. Indeed, no one besides B. Friedli in the Spanish proceedings have ever instituted litigation anywhere claiming an interest in the Ferrari or made a claim to ownership of the Ferrari in any form.

120. Any interest or claim of interest Gerber or B. Friedli may have had in the Ferrari is precluded by the fact that B. Friedli, acting for himself and as agent for Gerber, sold the Ferrari to Motorauto in or about 1991, and Motorauto therefore had legal capacity to pass title when it sold the Ferrari to Shoreham Investments, which in turn had legal capacity to pass title on down the chain of title described in paragraph 33 and depicted graphically in paragraph 34.

121. Any interest or claim of interest Gerber or B. Friedli may have had in the Ferrari was extinguished by the Spanish Judgments no later than 2000.

122. Elimination of Gerber's claim therefor completely clears title to the Ferrari in Hallingby.

123. Hallingby is entitled to an order from this Court against all Defendants and the World removing the cloud on Hallingby's title to the Ferrari, quieting Hallingby's title to the Ferrari in him, and declaring that Hallingby is the only rightful owner of the Ferrari.

PRAYER FOR RELIEF

WHEREFORE, Hallingby and Plaintiff-in-Rem Ferrari demand judgment in his and its favor against Defendants as follows:

A. A Declaratory Judgement quieting Hallingby's title to the Ferrari against all Defendants and the World.

B. A Declaratory Judgment against all Defendants and the world that Hallingby is the rightful owner of the Ferrari.

C. A Declaratory Judgment that Gerber has no interest in the Ferrari because B. Friedli, on Gerber's behalf, passed title to Motorauto Marbella in or about 1991.

D. A Declaratory Judgment that any claim Gerber may have to any interest in the

Ferrari is barred by the Connecticut Statute of Limitations.

E. A Declaratory Judgment that any claim Gerber may have to any interest in the Ferrari is barred by Laches.

F. A Declaratory Judgment that any claim Gerber may have to any interest in the Ferrari is barred by the Spanish Judgments.

G. A Declaratory Judgement against Gerber that he owns no interest of any kind in the Ferrari.

E. Pursuant to 28 U.S.C. § 2202, CONN. GEN. STAT. ANN. § 47-31, and this Court's inherent power to fashion equitable relief, Hallingby is entitled to an order permanently enjoining Gerber from any of the following acts:

1. Threatening, instituting, or causing to be instituted any legal or other actions against Hallingby regarding the Ferrari.
2. Making any public statements that Hallingby is not the rightful owner of the Ferrari.
3. Making any public statements that Gerber is the rightful owner of the Ferrari.
4. Interfering with Hallingby's efforts to sell or dispose of the Ferrari, including, specifically, by contacting potential purchasers of the Ferrari and claiming that Gerber owns the Ferrari, that Hallingby does not own the Ferrari, or that title to the Ferrari is clouded by Gerber's claims; and by threatening legal action against any potential purchaser if they purchase the Ferrari, including having the car seized.

- E. An award of damages, including punitive damages, against Gerber in an amount to be proven at trial.
- F. Costs, prejudgment interest, and attorneys' fees.
- G. Such other and further relief as may seem proper to the Court.

DATED: June 13, 2017
New Haven, Connecticut.

Respectfully submitted,

By: /s/ Jonathan M. Freiman

Jonathan M. Freiman (ct24248)
David R. Roth (ct29876)
WIGGIN AND DANA LLP
One Century Tower
New Haven, Connecticut 06508-1832
(203) 498-4400 (tel.)
(203) 782-2889 (fax)
jfreiman@wiggin.com
droth@wiggin.com

and

Lawrence W. Treece
(*motion for pro hac vice admission pending*)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202
Phone: 303.223.1100
Fax: 303.223.1111
Email: ltreece@bhfs.com

ATTORNEYS FOR
PAUL L. ("BARNEY") HALLINGBY
AND PLAINTIFF-IN-REM

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

Paul L. ("Barney") Hallingby,
Plaintiff

And

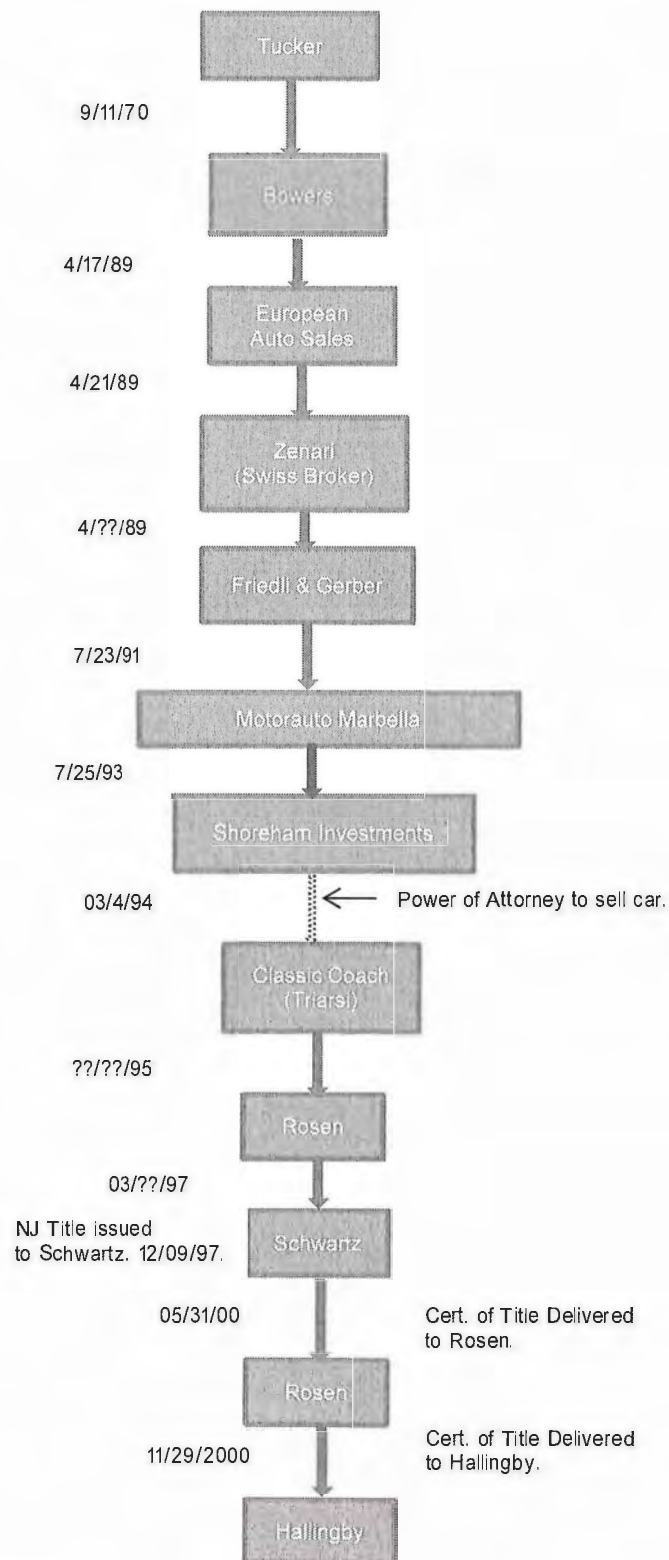
One 1957 Ferrari 250 Pf, Cabriolet, Pinin Farina Series 1, Chassis No. 0799 GT, an Automobile,
Plaintiff-in- Rem

vs.

Dr. Andreas Gerber, *et al.*

EXHIBIT 1 TO COMPLAINT

Hallingby Chain of Title Chart



Bowers to European Auto Sales

EX. 1-1



European
Auto
Sales
Inc.

PURCHASE AGREEMENT

DATE: April 3/89

MR. PETER BOWERS
3100 RICHMOND AVE. SUITE 305
HOUSTON, TX
77098
BUS. PHONE 713 520 3072 HM. PHONE 713 520 6350
TELEX TELNYX

AUTOMOBILE PURCHASE FROM MR. PETER BOWERS.

YEAR: 1958 MAKE: FERRARI MODEL: 250 PF CabrioletVEHICLE IDENTIFICATION NUMBER: 0799LICENSE NUMBER: 365 VQV TX COLOR: Silver

PURCHASE PRICE:

\$ 680,000.00OTHER: \$150,000.00 Deposit Rec'd. 42.09 \$685,000.00 AFTER 4-15-89 RE.

Balance Due in 15-20 days or
Sooner.

WARRANTY / GUARANTEE: AS SEEN by Garry Roberts

THIS AUTOMOBILE IS BEING SOLD AND DELIVERED EXCLUSIVELY UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

Peter Bowers
SIGNATURE OF SELLER

as amended per letter

Garry Roberts
GARRY ROBERTS SALES MGR

1665 babcock street
costa mesa, ca 92627
(714) 642-0054
telex 299313 FERR UR
telex (714) 642-1215

PETER A. BOWERS 3101 RICHMOND AVE. SUITE 305 HOUSTON, TEXAS 77098 528-6350

4.17.1989

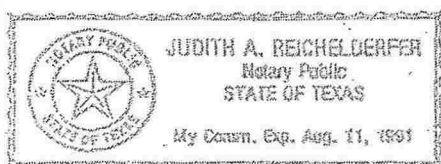
I, Peter A. Bowers, hereby sell
Ferrari number 0799 to
European Auto Sales, Inc.
in accordance with the
attached contract.

Peter A. Bowers

THE STATE OF TEXAS
COUNTY OF HARRIS

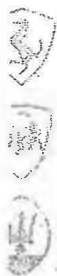
Before me, a Notary Public, on this day personally appeared
PETER A. BOWERS, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17th day of April, 1989.



Judith A. Reichelderfer
JUDITH A. REICHELDERFER
Notary Public in and for Harris County, Texas

European Auto Sales to Zenari



European
auto
sales,
inc.

AUTOMOBILE PURCHASE INVOICE

DATE: April 21/89

MR. ZENARI
C/O BEUKART TRANSPORT AG
LEONHARDSTRASSE 55
CH-4003 BASEL
SWITZERLAND

TEL: 41 51 22 82 55

CONFIRMATION OF AUTOMOBILE PURCHASE FROM OUR FIRM.

YEAR: 58 MAKE: Ferrari MODEL: 250 PF CABRIO

VEHICLE IDENTIFICATION NUMBER: 0799

LICENSE NUMBER: 0/5

COLOR: SILVER

STOCK # 1471 PURCHASE PRICE: \$ 780,000⁰⁰

APPLICABLE CALIFORNIA STATE TAX: 0/5

APPLICABLE CALIFORNIA LICENSE FEES: 0/5

TOTAL: \$ 780,000⁰⁰

TERMS OF
SALE.

FOB EAS-


GARRY ROBERTS, SALES MANAGER

1665 babcock street
costa mesa, ca 92627
(714) 642-0054
telex 299343 FERR UR
telefax (714) 642-1205

Zenari to Friedli & Gerber

BACIGA

Baciga Inc.
P. O. Box 1469, Frutigenstrasse 16
CH-3601 Thun

A g r e e m e n t

between

Dr. Gerber
Bassbeltweg 26
2542 Pleterlen

and

Mr. B. Friedli
Ackerfluweg 7
3627 Heimberg

1. We have purchased Ferrari 250 Pinin Farina Spider Series I, cabriolet, silver-grey, black interior, year 1957, chassis No. 0799 GT, as co-owner; each one holds one half.
2. The purpose of the following business is the best possible resell of the car, which shall be carried out after a mutual agreement.
3. If no agreement can be achieved regarding the conditions and the moment of the resale, the car shall be sold to the highest bidder, if one of the co-owner asks for it.
4. During the custody of the car, Dr. Gerber maintains the car and is appointed as its holder. He is allowed to drive the car personally and he is responsible to conclude the necessary insurance policy including a fully comprehensive cover at the market price of the car.

In Thun, on 27. April 1989

Dr. Andreas Gerber

Bernhard Friedli

Friedli & Gerber to Motorauto Marbella

BERNHARD FRIEDLA-VON MÜLLENEN
SEKRETARIAT

DL <
38

Mr. Kelvin J. Fisher
Motorauto Marbella S.L.
Av. Ricardo Soriano Ed. Estela 2
Marbella (Malaga)
Tel 62 26 69

Thun, 23. Juli 1991

Proforma - Invoice

We sold you:

1 Ferrari 250 GT Spider Serie I 1957
Chassis Nr 0799GT.
color grau met. GUS Met. D: r. 1307
interior rot R200
12 Zylinder
2953 ccm

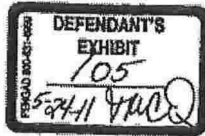
US \$ 180'000.--

payabel cash in my account.
Banco de Andalucia, Urbana Nr 5
Puente Romano, Marbella

Thun

3601 THUN Postfach Telefon 033 234545 Telex 753902 Telefax 228-47715102=CMT Fax 033 233855

EX. 1-7



Motorauto Marbella, S.L.



MARBELLA, 7 JULY 1993

Attention: SHOREHAM INVEST., LTD., GIBRALTAR
MARBELLA BRANCH OFFICE, AV. RICARDO SORIANO 66



INVOICE No. 4/93



This document is issued in reference to the agreement of the same date between Motorauto Marbella, S.L. and Shoreham Invest., Ltd., regarding the delivery of the following automobiles:

1961 FERRARI 250 GTE 2+2, CHASSIS 2925 GTE
1958 FERRARI 250 GT SPYDER, SERIES 1, CHASSIS 799 GT
FERRARI 250 GT PININFARINA CABRIOLET, SERIES 2, CHASSIS 1893 GT
1973 FERRARI 365 GTE, CHASSIS 13611

TOTAL SALES PRICE USD 400,000

ALL COSTS RELATED TO THE EXPORTING AND TRANSPORT OF THE ABOVE SHALL BE THE SOLE RESPONSIBILITY OF THE BUYER.

THE PRICE SHOWN IN THIS DOCUMENT IS CONSIDERED TO HAVE BEEN RECEIVED PRIOR TO THE ISSUING OF THIS DOCUMENT.

ALL TITLES RELATED TO THE ABOVE ARE DELIVERED, COUNTERSIGNED FOR ACCEPTANCE BY MR. GIANNI MENINNO.

THIS DOCUMENT IS SIGNED ON THE LEFT SIDE ON MOTORAUTO MARBELLA, S.L., LETTERHEAD PAPER.

RANGE ROVER

Showroom and Sales:

Avda. Ricardo Soriano
Edificio Estrella, 2
95-252 26 77 Fax
95-252 26 89 Tel.
29600 MARBELLA (Málaga)

THIS DOCUMENT IS SIGNED FOR ACCEPTANCE AT THE BOTTOM OF THE PAGE BY THE REPRESENTATIVE OF THE SHOREHAM INVEST., LTD.

HA 05862

HALLINGBY05862

Motorauto Marbella to Shoreham Investments



Motorauto Marbella, s.l.

IN MARBELLA, JULY 7, 1993

SHOREHAM INVESTMENTS LTD., HEREIN REPRESENTED BY MR. GIANNI MENINNO

AND

MOTORAUTO MARBELLA SL, HEREIN REPRESENTED BY MR. KELVIN JOHN FISHER

AGREE HERETO AS FOLLOWS:

I- THAT SHOREHAM INVESTMENTS LTD HAS BEEN PROVIDING MOTORAUTO MARBELLA SL, SINCE THE INCORPORATION OF THE LATTER AND THROUGH ITS LEGAL REPRESENTATIVE, CERTAIN MONIES FOR ITS BUSINESS ACTIVITIES, WHICH AS OF TODAY AMOUNT TO US\$400,000.

II- THAT SINCE HIS PAST APRIL, MOTORAUTO MARBELLA SL HAS BEEN THE VICTIM OF A SYSTEMATIC OBSTRUCTION OF ITS BUSINESS ACTIVITIES WHICH MAKE IT IMPOSSIBLE TO CONTINUE OPERATING.

III- THAT SINCE IT IS NO LONGER VIABLE FOR MOTORAUTO MARBELLA SL TO CONTINUE EXISTING AS A COMPANY DEDICATED TO THE DISPLAY AND SALE OF AUTOMOBILES, IT IS PLANNED TO WIND-UP ITS OPERATIONS, AND FOR THE PURPOSE OF SETTLING THE CONTRACTED DEBTS, BOTH PARTIES AGREE HERETO AS FOLLOWS:

- A) MOTORAUTO MARBELLA SL ACKNOWLEDGES HAVING RECEIVED FROM SHOREHAM INVESTMENTS LTD., FOR ITS BUSINESS ACTIVITIES, ON SEVERAL OCCASIONS, AND PRIOR TO THIS AGREEMENT, THE AMOUNT OF US\$400,000.
- B) THAT AS PAYMENT FOR SAID DEBT, MOTORAUTO MARBELLA SL TRANSFERS AND DELIVERS TO SHOREHAM INVESTMENTS LTD. THE FOLLOWING AUTOMOBILES IT OWNS:

FERRARI 250 GT SERIES II, YEAR 1960, CHASSIS 189
 FERRARI 365 GT COUPE 2-2, YEAR 1970, CHASSIS 138-11
 FERRARI 250 GTE COUPE, YEAR 1961, CHASSIS 2925
 FERRARI 230 GTE SPIDER SERIES I, MODEL 1957, CHASSIS 0799GT

ATTACHMENT NO. 1

COMMERCIAL REGISTRY OF MALAGA, VOLUME 1,144, PAGE 114, BOOK 57 - N.I.F. 9-29487337

HA 05860
 HALLINGBY05860

HEREBY TRANSFERRING THE OWNERSHIP OF SAID CARS,

- C) WITH THE HANDING OVER OF THE DESCRIBED CARS AND THEIR CORRESPONDING OWNERSHIP TITLES, WHERE SAID CARS ARE DESCRIBED IN FULL DETAIL, SO THAT THEY MAY BE TRANSFERRED TO THEIR OWN NAME OR TO THE INDIVIDUAL OR LEGAL ENTITY THEY MAY DEEM APPROPRIATE, SHOREHAM INVESTMENTS LTD HEREBY DISCHARGES IN FULL MOTORAUTO MARBELLA SL'S DEBT WITH THE FORMER.
- D) THE RELOCATION OF THE CARS TO THE LOCATION THAT SHOREHAM INVESTMENTS LTD MAY DEEM APPROPRIATE WILL BE FOR THE EXPENSE OF THE LATTER, WHO STATES THAT IT IS FULLY AWARE OF AND ACCEPTS THE CONDITION OF THE CARS, WHICH THEY RECEIVE AS PAYMENT OF THE AMOUNTS LENT TO MOTORAUTO MARBELLA SL PRIOR TO THIS DATE, AND SHALL HAVE NO FURTHER CLAIMS ON THE MATTER.
- E) MOTORAUTO MARBELLA SL AND SHOREHAM INVESTMENTS LTD AGREE A SALES PRICE FOR THE CARS OF FIVE HUNDRED FIFTY THOUSAND US DOLLARS, AND SINCE THE DEBT THAT IS BEING PAID OFF THROUGH THE TRANSFER AND DELIVERY OF THE CARS IS US\$400,000, THE REMAINING BALANCE FOR MOTORAUTO MARBELLA SL IS US\$150,000, WHICH WILL BE FULLY USED TO PAY THE DEBT OWED BY MOTORAUTO MARBELLA SL TO MR. HANS BERNARD FRIEDLY - DEBTY THAT SAID COMPANY HAS STILL PENDING WITH SAID GENTLEMAN AS A CONSEQUENCE OF THE PURCHASE OF THE CARS - AS SOON AS MOTORAUTO MARBELLA SL REQUESTS SHOREHAM INVESTMENTS LTD TO DO SO.

IN WITNESS THEREOF, THE PARTIES SIGN THIS AGREEMENT IN DUPLICATE, SHOREHAM INVESTMENTS LTD ALSO SIGNS THE DUPLICATES OF THE OWNERSHIP TITLES OF THE FOREMENTIONED CARS.

IN MARBELLA, JULY 7, 1993.

ILLEGIBLE SEAL

COMMERCIAL REGISTRY OF MALAGA, VOLUME 1,144, PAGE 114, BOOK 57 - N.I.F. B-29487337

HA 05861

HALLINGBY05861

Shoreham Investments to Classic Coach

POWER OF ATTORNEY

This Power of Attorney is made on March 4, 1994, between the Principal Mr. Pedro Polares, whose address is Avenida Columbano Bordalo Pinheiro, 108, Lisbon 1000, Portugal, individually referred to as "I" or "my", and:


the Agent Classic Coach Repair, Inc., whose address is 1007 South Elmora Avenue, Elizabeth, New Jersey 07202, referred to as "You".

Grant of Authority. I appoint You to act as my Agent (attorney in fact) to do each and every act which I could personally do for the following uses and purposes:

1. transfer ownership of my automobiles either to You or a bona fide buyer. My automobiles are titled under my company's name, which is Clarksdale, Ltd., 28 Irishtown, Gibraltar, United Kingdom. My automobiles are:
 - Ferrari 250GT Pininfarina Series I VIN# 0799GT
 - Ferrari 250GT Pininfarina Series II VIN# 1893GT
 - Ferrari 250GTE 2+2 VIN# 2925GTE
2. You will perform any and all reasonable and necessary acts needed to effect ownership transfer of My automobiles.

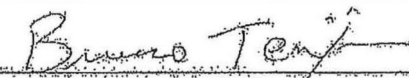
Powers. I give You all the power and authority which I may legally give to You. You may revoke this Power of Attorney or appoint a new agent in your place. I approve and confirm all that You or your substitute may lawfully do on my behalf.

Signatures. By signing below, I acknowledge that I have received a copy of this Power of Attorney and that I understand its terms.



Pedro Poiarés

Witnessed by:



STATE OF NEW JERSEY, COUNTY OF UNION, SS.:

I CERTIFY that on March 4, 1994, Mr. Pedro Poiarés personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.

Classic Coach to Rosen

(No Documents Available)

Rosen to Schwartz to Rosen



METAL CORPORATION

One Executive Drive • Fort Lee, NJ 07024
Telexes: 244874 • 244875
Fax: (201) 585-2023
Phone: (201) 585-8666

July 13, 2000

Mr. Scott Rosen
C/o National Wholesale Liquidators
111 Hempstead Turnpike
West Hempstead, N.Y. 11552

Dear Mr. Rosen:

I enclose Bill of Sale from me to you dated May 31, 2000 evidencing the transfer of title to one (1) 1958 Ferrari 250GT Convertible, Vin No. 0799GT.

This letter will further acknowledge, at your request, that I signed the Certificate of Title for the vehicle in blank and delivered it to your designated trucker when they picked up the car on June 2, 2000.

Receipt of \$525,000.00 in full payment thereof via wire transfer on May 31, 2000 is acknowledged.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Jeffrey D. Schwartz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeffrey D. Schwartz

2008-06-12 09:56 Compliance Review

A

2008-06-12 09:56 Compliance Review

2008-06-12 09:56 Compliance Review

| CERTIFICATE OF TITLE | | | | | | | | | | |
|---|--------------|------------|------------|------------|------------|------------|---|--|--|--|
| PLATE | REGISTRATION | YEAR | MAKE | MODEL | BODY TYPE | | | | | |
| 3 | PER07 9958 | 2 | 1998 | FBR | 250 | 3 DR. | | | | |
| TYPE OF TITLE | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | | | | |
| STANDARD | | 3 | SL | 093950 | 2 | | | | | |
| FE | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | EXPIRATION | | | | |
| 20.00 | 12-09-1997 | | | 52750 | A | | | | | |
| VIN: S1570 30364 06532 OWNER: D SCHWARTZ 110 TREKELING DR TREKELING NJ 07670 1228 | | | | | | | VALUE: \$52,750 TAX: \$1,055 LICENSE: \$1,055 TOTAL: \$3,165 | | | |
| I, THE CLERK OF MOTOR VEHICLES, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT THE TITLE IS VALID AND CORRECT. | | | | | | | | | | |
| FEDERAL TAXES: K578474 | | | | | | | | | | |
| State of New Jersey DIVISION OF MOTOR VEHICLES | | | | | | | | | | |
| SIGNATURE: C. Richard Kamin | | | | | | | | | | |
| DATE: 06/13/17 | | | | | | | | | | |
| COUNTY: _____ | | | | | | | | | | |
| CITY: _____ | | | | | | | | | | |
| ZIP: _____ | | | | | | | | | | |
| COUNTY: _____ | | | | | | | | | | |
| CITY: _____ | | | | | | | | | | |
| ZIP: _____ | | | | | | | | | | |
| RP BL973430290 | | | | | | | | | | |

S:\2017\CS\PF015\Production-000033

SS:3201UCSPOLAProduction-000034

EX. 1-15
(BACK PAGE OF EX. 1-14)

Rosen to Hallingby



New York State Department of Motor Vehicles
CERTIFICATION OF SALE OR TRANSFER FOR 1972 OR
OLDER VEHICLES OR ANY OTHER NON-TITLED VEHICLES

**RESTRICTIONS:**

1. Fill in ink or typed matter.
2. This certificate is to be used if the vehicle is sold by a person other than dealer.
3. This certificate must be accompanied by proper title showing continuity of ownership from the previous owner.

Note: This form must be accompanied by supporting documents, but acceptable with any changes or alterations, but to be used by a dealer or dealer of vehicles.

| | | | |
|-----------------------------|---------------|-------|-------|
| Name of Seller (Print Name) | | | |
| ROSE, ROBERT | | | |
| Address (Print Name) | | | |
| 111 HEMPSTEAD AVENUE | | | |
| City | State | Zip | Phone |
| W. HEMPSTEAD | MASSACHUSETTS | 01907 | 1152 |
| Buyer's Name (Print Name) | | | |
| ROBERT, ROBERT D. | | | |
| Address (Print Name) | | | |
| 111 HEMPSTEAD AVENUE | | | |
| City | | | |
| W. HEMPSTEAD | | | |

| | | | |
|---------------------|--------|--------------|-------|
| Vehicle Information | | | |
| Year | Make | Model | Color |
| 1972 | Ford | Mustang | Black |
| Body Style | Engine | Transmission | Drive |
| 2-Door | 2000cc | Automatic | Front |
| Color | Paint | Options | |
| Black | | | |

| | | | |
|----------------------------|---------------|-------|-------|
| Name of Buyer (Print Name) | | | |
| ROBERT, ROBERT D. | | | |
| Address (Print Name) | | | |
| 111 HEMPSTEAD AVENUE | | | |
| City | State | Zip | Phone |
| W. HEMPSTEAD | MASSACHUSETTS | 01907 | 1152 |

| | | | |
|---------------------|--------|--------------|-------|
| Vehicle Information | | | |
| Year | Make | Model | Color |
| 1972 | Ford | Mustang | Black |
| Body Style | Engine | Transmission | Drive |
| 2-Door | 2000cc | Automatic | Front |
| Color | Paint | Options | |
| Black | | | |

| | |
|--|----------|
| CERTIFICATION OF SALE | |
| I hereby certify that the sale of the vehicle described on this form was made by the person named on the form. | |
| Signature of Seller | Date |
| <i>Robert Rose</i> | 11/22/00 |

| | |
|--|----------|
| CERTIFICATION OF TRANSFER | |
| I hereby certify that the transfer of the vehicle described on this form was made by the person named on the form. | |
| Signature of Buyer | Date |
| <i>Robert Rose</i> | 11/22/00 |

Notes:

ALL VEHICLE REGISTRATIONS ARE FORFEITABLE UNDER THE PENAL LAW

VEHICLE IDENTIFICATION
NUMBER VERIFICATION
JULY 6 2012

STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES
VEHICLE OPERATIONS DIVISION
Online Web AL Registration

THIS IS A NON-AD VALUATION FORM, valid at the time of registration, for an AL verification.

OWNER NAME: Paul L. HAZENGBY

ADDRESS: 3600 S. HIGH ROAD, PO Box 514, SHARON, CT 06089

VEHICLE MAKE: PONTIAC

VEHICLE MODEL: FIREHAWK

VEHICLE YEAR: 1995

VEHICLE COLOR: BLUE

VEHICLE WEIGHT: 3500 LBS

VEHICLE PLATE NUMBER: 4196

VEHICLE PLATE TYPE: 4196

BELOW FOR DMV USE ONLY

IF VEHICLE IDENTIFICATION NUMBER BELOW WAS EXAMINED AND FOUND TO BE IN COMPLIANCE:

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 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 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

DATE OF REGISTRATION: 7/1/2012

REGISTRATION NUMBER: 1234

OFFICIAL: [Signature]

NOTARY PUBLIC OFFICE


OFFICIAL: [Signature]

DATE OF REGISTRATION: 7/1/2012

REGISTRATION NUMBER: 1234

OFFICIAL: [Signature]

NOTARY PUBLIC OFFICE

| CONNECTICUT REGISTRATION CERTIFICATE | | | | | | | | | | | |
|--------------------------------------|--------------|------------|-------------------------------|---------|----------------------|-----------|------------|---|---------|--|--|
| NO REGISTRATION STICKER REQUIRED | | | | | | | | | | | |
| CLASS CODE | PLATE NUMBER | EXP. DATE | VEHICLE IDENTIFICATION NUMBER | YR | MAKE | MODEL | BODY STYLE | COLOR | GROSS W | | |
| 25 | 72273 | | 0799GT | 58 | FERRA | 250PF | 2D SED | GREY | RED | | |
| CLASS CODE DESCRIPTION | | | SUB CODE | | SUB CODE DESCRIPTION | | | | | | |
| EARLY AMERICAN | | | 1 | | REGULAR | | | | | | |
| EMISSIONS TEST DATE | | PRINT DATE | PRINT TIME | TERM ID | CLOCK | TOTAL FEE | | SIGNED BY | | | |
| | | 01/16/15 | | | | \$90.00 | |  | | | |



HALLINGBY PAUL L
PO BOX 544
SHARON CT 06069-0544



↓ TEAR OFF AND RETURN WITH PAYMENT ↓ TEAR OFF AND RETURN WITH PAYMENT ↓

CONNECTICUT INSURANCE CARD ISSUED PURSUANT TO CONNECTICUT LAW

INSURANCE COMPANY: ESSENTIA INSURANCE COMPANY NAIC: 37915
AGENT: HAGERTY INSURANCE AGENCY, LLC PHONE: (800) 822-1050

NAMED INSURED: Paul L. Hallingby
Julie M. Hallingby

POLICY NUMBER: 8N92336 EFFECTIVE: 03/28/2016 EXPIRATION: 03/28/2017

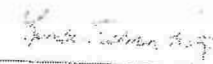
VEHICLE ID NUMBER: 799

VEHICLE YEAR: 1958 MAKE: FERRARI

MODEL: PF CAB SERIES I

AUTHORIZED REPRESENTATIVE:

AC ID CT 12 13


Linda Sickman Rotz