

SUPREME COURT OF THE STATE OF NEW YORK
NASSAU COUNTY

EDWARD KULL,

Plaintiff,

Index No.:

-against-

COMPLAINT

STEINER SPORTS MARKETING, INC. and
STEINER SPORTS MEMORABILIA, INC.,

Defendants.

Plaintiff Edward Kull, by and through his counsel, Joseph R. Di Salvo, as and for his complaint against defendants Steiner Sports Marketing, Inc. and Steiner Sports Memorabilia, Inc., alleges upon knowledge as to himself and upon information and belief as to all other matters as follows:

INTRODUCTION

1. This is an action to recover the value of an irreplaceable and one-of-a-kind piece of sports memorabilia, a game-worn Yankees 1961 World Series jacket personally autographed by almost forty Yankee greats over a period of four decades, including but not limited to Joe DiMaggio, Mickey Mantle, Whitey Ford, Phil Rizzuto, Reggie Jackson, and Derek Jeter (the "Jacket").
2. The Jacket, in addition to its obvious – and considerable – monetary value, also contained enormous personal value. Each Yankee autograph was personally obtained over three generations of Plaintiff's family, starting with Genero Calabrese, Plaintiff's grandfather. Mr. Calabrese received the Jacket as a gift from his friend, Jack Reed, an outfielder on the iconic

1961 Yankees World Series team, and subsequently passed down to Edward Kull, Sr., Plaintiff's father, and finally to Plaintiff Edward "Eddie" Kull.

3. As a direct result of the negligent, reckless and intentional acts of Defendants Steiner Sports Marketing, Inc. and Steiner Sports Memorabilia, Inc. (collectively "Steiner Sports"), the Jacket is now gone.

4. On November 26, 2007, Steiner Sports hosted an autograph-signing event involving another Yankee great, Yogi Berra, at its store in the Roosevelt Field Mall. Unable to attend in person, Plaintiff arranged with Steiner Sports to have Steiner Sports secure Yogi Berra's signature on the Jacket for its posted fee, in this case \$160.00.

5. In response to Plaintiff's concerns about entrusting the valuable Jacket to Steiner Sports, or anyone, Steiner Sports assured Plaintiff that the Jacket would be secure; specifically, it would be kept safe in a secure product room that would not only be locked by Steiner Sports employees, but that would also be under around-the-clock video surveillance.

6. Two days before the event, Plaintiff delivered the Jacket to Steiner Sports and paid the \$160 fee with the promise, expectation and agreement that Steiner Sports would take care of the valuable Jacket. Plaintiff has not seen the Jacket since.

7. Although Steiner Sports admits that the Jacket was stolen on their watch, Steiner Sports has neither provided a definitive explanation to Plaintiff nor made any meaningful attempts to locate and retrieve the Jacket. In fact, by Steiner Sports' own express admission, it was employees of Steiner Sports who were responsible for the theft of the Jacket in the first place.

8. After obtaining Yogi Berra's signature in connection with the event, Steiner Sports employees placed the Jacket in the store's secure product room. Security video from that

room shows that the Steiner Sports employees responsible for the Jacket placed the invaluable Jacket in the sole “blind spot” in the entire room; in other words, those Steiner Sports employees intentionally placed the Jacket in the one spot in the entire room that the security camera does not monitor, allowing the Jacket to be easily stolen.

9. If there was any question whether the theft of the Jacket was a classic “inside job,” that fact was later confirmed when Steiner Sports told Plaintiff that it had fired those Steiner employees responsible for the safekeeping of the Jacket that day, and did so precisely because Steiner Sports believed that those same individuals were involved in the theft of the Jacket.

10. Instead of seeking to rectify the situation and make Plaintiff whole, Steiner Sports has orchestrated a campaign of delay, obfuscation and misdirection. In addition to the theft of the Jacket – by employees of Steiner Sports under Steiner Sports’ watch – its “after-the-crime” conduct has all but guaranteed that the Jacket will never be recovered and that those who made off with the Jacket will never be apprehended. Indeed, through false statements made by Steiner Sports, Steiner Sports has completely thwarted Plaintiff’s ability to recover the Jacket, virtually guaranteeing that the Jacket would never be recovered.

11. Immediately after the Jacket was stolen, Steiner Sports assured Plaintiff that it would do what it could to recover the Jacket, including contacting the appropriate authorities. Steiner Sports repeated these assurances to Plaintiff on multiple occasions. Plaintiff later learned that Steiner Sports did not contact the authorities as it promised, but rather did nothing in that regard for over five (5) months after the Jacket was stolen.

12. Through this action, Plaintiff now seeks to recover the value of the stolen Jacket.

THE PARTIES

13. Plaintiff Eddie Kull is a resident of Queens, New York.

14. Defendant Steiner Sports Marketing, Inc. is a New York corporation with its principal office located at 33 LeCount Place, New Rochelle, New York 10017.

15. Defendant Steiner Sports Memorabilia, Inc. is a New York corporation with its principal office located at 33 LeCount Place, New Rochelle, New York 10017 (collectively, with Steiner Sports Marketing, Inc. “Steiner Sports”).

16. Steiner Sports is a leading provider of sports marketing services and authentic memorabilia. According to its website, Steiner Sports prides itself on service, integrity and quality.

FACTUAL ALLEGATIONS

17. *The Jacket*. Even before dozens of Yankee icons personally autographed the Jacket, the Jacket was by all measures a special piece of sports memorabilia. The Jacket was an official New York Yankee game jacket, originally belonging to major league player Jack Reed. Jack Reed played outfield for the iconic 1961 Yankees, a team that won 109 regular season games and featured such Hall of Famers as Mickey Mantle, Yogi Berra and Whitey Ford. Not only did the Yankees win the World Series that year (beating the Reds four games to one), but that season featured the historic home run race that saw Mickey Mantle and Roger Maris vying to break Babe Ruth’s single season home record, a record that Roger Maris ultimately broke on the final day of the season. In addition to being the subject of numerous books and documentaries, the dramatic home run race was the subject of the 2001 critically acclaimed HBO movie, “61*”, directed by Billy Crystal.

18. The Jacket, provided to Jack Reed as a member of the World Series champions, was personally worn by Jack Reed during the 1962 season. In 1962, Jack Reed gave the Jacket to his friend, Plaintiff's grandfather, Genero Calabrese.

19. Since Jack Reed gave the Jacket to Plaintiff's grandfather, three generations of Plaintiff's family have secured the personal autographs of no fewer than 37 present and past Yankee notables, including players, managers, broadcasters, announcers and even the owner. The incredible complete list of autographs reads as a "who's who" list of Yankee and baseball greats over multiple generations:

1. Whitey Ford – 1961 World Series inscription
2. Joe DiMaggio
3. Derek Jeter
4. Joe Torre
5. Bobby Murcer – World Series inscription
6. Mickey Mantle
7. Roger Clemens
8. Phil Rizzuto – Hall of Fame inscription
9. Tommy John
10. Reggie Jackson
11. Bucky Dent – 1978 classic home run inscription
12. Graig Nettles
13. Gary Sheffield
14. Wade Boggs
15. Chris Chambliss
16. Dave Winfield
17. Sparky Lyle – Cy Young and World Series inscriptions
18. Paul O'Neill
19. Don Mattingly
20. Jim Leyritz – 1996 World Series Home Run inscription
21. Darryl Strawberry

22. Willie Randolph
23. Richard "Goose" Gossage
24. Ron Guidry
25. Don Zimmer
26. Roy White
27. Hank Bauer
28. Clete Boyer
29. Tony Kubek
30. Moose Skowron
31. Bobby Richardson
32. Robinson Cano
33. George Steinbrenner
34. Bob Sheppard
35. Phil Pepe
36. Bob Wolff
37. Yogi Berra (details below)

20. This astounding list, a one-of-a-kind compilation, contains the signatures of no fewer than ten members of the Baseball Hall of Fame (as well as at least four likely future inductees to the Hall of Fame) and tells the story of forty-five years of Yankee history, the most storied and popular franchise in all of sports.

21. In addition, since each autograph was dutifully gathered by Plaintiff, his father and his grandfather, it also tells the story of forty-five years of family history and that family's personal and inseparable connection to their favorite team. Understandably, Plaintiff considered the Jacket to be a priceless family heirloom and never had any desire or intent to sell it.

22. Sadly, many of the Yankee legends who signed the Jacket over the years, including Hall of Famers Joe DiMaggio, Mickey Mantle and Phil Rizzuto, have since passed away.

23. *Plaintiff Entrusts the Jacket to Steiner Sports.* In November 2007, Plaintiff learned that Steiner Sports would be hosting a public autograph signing event featuring Yankee legend Yogi Berra. Steiner Sports hosts a number of such public autograph signings in any given year, charging customers a fee for a player's autograph, as well as for the item that the player signs (*e.g.*, photograph, hat, baseball, etc.). The Yogi Berra autograph signing was to take place at the Steiner Sports Store located in the Roosevelt Field Mall on November 26, 2007.

24. In this instance, it was the manager of the Roosevelt Field Mall Steiner Sports store, Thomas "Ty" Yin, who contacted Plaintiff directly to notify Plaintiff of the upcoming Yogi Berra signing. Plaintiff had attended several autograph-signing events at that Steiner Sports store in the past, even securing signatures on the Jacket during these events. Therefore, Mr. Yin was aware of the Jacket and knew that Plaintiff desired to add additional Yankee names as the opportunity may arise.

25. At all times herein, the employees of the Steiner Sports store, including Mr. Yin, had actual and apparent authority to act on behalf of Steiner Sports.

26. Plaintiff recognized that Yogi Berra's autograph would be a fitting addition to the Jacket. Not only is Yogi Berra a Yankee legend and member of the Baseball Hall of Fame, but Berra also played on the same Yankee teams as Jack Reed, the original owner of the Jacket.

27. Due to personal commitments, Plaintiff knew he would be unable to personally attend the Yogi Berra autograph signing event. However, because Plaintiff considered Yogi Berra's autograph to be a significant addition to the Jacket, Plaintiff discussed with Mr. Yin whether he could arrange to have Steiner Sports secure Yogi Berra's signature on the Jacket for the appropriate fee.

28. Plaintiff knew that Steiner Sports was a recognized name in the sports memorabilia industry and believed that, since Steiner Sports publicly boasted of its commitment to integrity, that the Jacket would be in professional and trustworthy hands.

29. Even then, Plaintiff told Mr. Yin that Plaintiff was hesitant to entrust the Jacket to anyone considering its considerable personal (and monetary) value. In response to Plaintiff's concerns, Mr. Yin assured Plaintiff that the Jacket would be absolutely secure; specifically, Mr. Yin told Plaintiff that the Jacket would be kept safe in a secure product room that would be locked by Steiner Sports employees and that would also be under around-the-clock video surveillance.

30. Relying on Mr. Yin's representations, assurances and guarantees, Plaintiff agreed.

31. On November 24, 2007, two days before the event, Plaintiff delivered the Jacket to the Steiner Sports store at the Roosevelt Field Mall. At the store, Plaintiff handed the Jacket to Mr. Yin. Mr. Yin reiterated to Plaintiff his expressed belief that the Jacket was an impressive piece of sports memorabilia and reiterated Steiner Sports' promise to safeguard the Jacket.

32. At this time, Plaintiff paid the \$160 fee to Steiner Sports and received a receipt.

33. Several days after the scheduled day of the Yogi Berra event, Plaintiff telephoned the Steiner Sports Store and asked whether Yogi Berra had signed the Jacket. During this conversation, Mr. Yin told Plaintiff that Yogi Berra had indeed signed the Jacket and that the Jacket was safe in the secure product room in the store.

34. ***The Jacket is Stolen.*** When Plaintiff returned to the Steiner Sports store to retrieve the Jacket, Steiner Sports did not return the Jacket to Plaintiff.

35. Instead, after purportedly searching for the Jacket, Mr. Yin told Plaintiff that the Jacket had disappeared.

36. Steiner Sports acknowledged to Plaintiff that the Jacket disappeared while it was in its possession and told Plaintiff it did not know what happened to the Jacket, where it was or who took it.

37. Several days later, Plaintiff received a call from Frank Monteforte, who described himself as the (new) manager of the Steiner Sports store. Asked what happened to the “old” store manager, Mr. Yin, Mr. Monteforte said Mr. Yin was terminated.

38. Mr. Monteforte, like Mr. Yin before him, had actual and apparent authority to act on behalf of Steiner Sports.

39. During this conversation, Mr. Monteforte revealed that the Jacket was not the only piece of valuable memorabilia recently stolen from the Steiner Sports Store. Mr. Monteforte told Plaintiff that a host of other items had also recently gone missing and that Steiner Sports had concluded that these thefts were all part of an elaborate “inside operation.” Specifically, Mr. Monteforte told Plaintiff that Mr. Yin and/or those that worked with him had likely perpetrated the series of thefts, including the theft of the Jacket. Mr. Monteforte told Plaintiff that Steiner Sports had “cleaned house,” *i.e.*, fired a number of employees, because of these thefts.

40. At the urging of Plaintiff, Steiner Sports purportedly conducted a brief internal investigation of the theft of the Jacket, starting in the most obvious place: the security video from the room where the Jacket was kept.

41. The security video confirms that employees of Steiner Sports participated in the theft. After the signing event (at which Yogi Berra signed the Jacket), Steiner Sports employees responsible for the Jacket placed the Jacket in the store’s secure product room. But the video shows that those same Steiner Sports employees placed it in the sole “blind spot” in the entire

room; in other words, the one spot in the entire room that the security camera does not monitor. Considering that the Jacket was stolen a short time later from that very spot, the only conclusion to be drawn is that those same Steiner Sports employees placed the Jacket in the blind spot deliberately so as to facilitate the theft and misappropriation of the Jacket.

42. *Steiner Sports Thwarts the Recovery of the Jacket.* Steiner Sports personnel who have been in contact with Plaintiff since the theft of the Jacket have not been able to definitively account for the Jacket nor specifically explain to Plaintiff how or when it was stolen.

43. But they did lead Plaintiff to believe that they were diligently investigating the theft. Immediately after the Jacket was stolen, Steiner Sports assured Plaintiff that it would do everything in its power to recover the Jacket, including contacting the local police department. Specifically, during Plaintiff's first conversation with Mr. Monteforte, Mr. Monteforte told Plaintiff that Steiner Sports would immediately report the theft and enlist the assistance of the police in the investigation.

44. Mr. Monteforte repeated these assurances to Plaintiff on multiple occasions. For example, in early January, 2008, Mr. Monteforte specifically told Plaintiff that Steiner Sports had already contacted the police to investigate the theft of the Jacket.

45. Plaintiff relied on each of the above Steiner Sports promises and representations and, as a result, refrained from contacting the police department directly.

46. After several months without any discernable progress, or even courtesy updates from Steiner Sports, Plaintiff nonetheless persisted in seeking information – and action – from Steiner Sports. On March 17, 2008 Plaintiff again requested an update from Steiner Sports on the status of the investigation. Days later, Plaintiff was personally contacted by the police

detective purportedly in charge of the case, Detective Espina of the Nassau County Police Department.

47. Plaintiff learned from Detective Espina that, contrary to Steiner Sports' repeated promises and representations, Steiner Sports did not contact the police immediately after the theft, but rather did nothing in that regard for the first five months after the Jacket was stolen.

48. Undoubtedly, had Steiner Sports immediately contacted the police department when it learned of the theft in November, 2007, the police would have had a materially better chance to meaningfully investigate the crime, apprehend the criminals and retrieve the Jacket. Detective Espina confirmed this during discussions with Plaintiff.

49. As a direct result of Steiner Sports' false promises and misrepresentations to Plaintiff, the police department did not become involved until five months after the theft occurred. This delay all but guaranteed that the Jacket would never be recovered.

50. *The Value of the Jacket.* There is no question that Jacket is an amazing piece of baseball memorabilia. Had it not been neglected, stolen and forgotten by Steiner Sports, the Jacket would have considerable market value.

51. In fact, the Jacket contains many of the key ingredients that collectors look for in a piece, making this item a truly rare find:

- (i) extremely limited edition (official team jacket provided only to members of the Yankees)
- (ii) game-worn (worn by Jack Reed, 1961-62)
- (iii) historic significance (1961 World Series)

- (iv) autographs of numerous Hall of Fame players on the same piece (*e.g.*, Joe DiMaggio, Mickey Mantle, Whitey Ford, Phil Rizutto, Reggie Jackson, Dave Winfield, Wade Boggs, Goose Gossage)
- (v) autographs of future Hall of Fame players on the same piece (*e.g.*, Derek Jeter, Roger Clemens)
- (vi) autographs of deceased baseball legends (*e.g.*, Joe DiMaggio, Mickey Mantle, Phil Rizutto, Bobby Murcer, Hank Bauer, Clete Boyer)
- (vii) unifying theme (all Yankee Greats)
- (viii) Yankee mystique, the most popular franchise in sport
- (ix) current bull market for Yankee memorabilia coinciding with the closing of Yankee Stadium
- (x) compelling personal history (given as a gift to Plaintiff's grandfather, continued as a family tradition of adding more Yankee names to the Jacket each generation)

52. While each of these elements, in isolation, would provide material value to any piece of baseball memorabilia, for a singular piece to boast each and every one is nothing short of a collector's dream.

53. In addition, the Jacket, as Steiner Sports was aware, had considerable emotional value to Plaintiff. The loss of the Jacket has therefore caused Plaintiff emotional harm and distress.

**AS AND FOR A FIRST CAUSE OF ACTION
(Conversion)**

54. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 53 hereof with the same force and effect as if fully set forth herein.

55. Plaintiff is the lawful owner of the Jacket.

56. On November 24, 2007, Plaintiff delivered the Jacket to Steiner Sports for the limited purpose of securing Yogi Berra's autograph for Plaintiff in connection with an autograph signing event hosted by Steiner Sports.

57. Plaintiff soon after returned to retrieve the Jacket from Steiner Sports and demanded that Steiner Sports return the Jacket.

58. Steiner Sports did not return the Jacket to Plaintiff. Steiner Sports has never returned the Jacket to Plaintiff.

**AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Bailment Contract)**

59. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 58 hereof with the same force and effect as if fully set forth herein.

60. In consideration for Plaintiff's payment to Steiner Sports of its posted fee (\$160), Steiner Sports agreed to secure for Plaintiff Yogi Berra's autograph on Plaintiff's Jacket. As part of this agreement, Steiner Sports agreed to care for the Jacket while it was in Steiner Sports' possession and, of course, to return the Jacket – with Yogi Berra's autograph – to Plaintiff upon request.

61. Steiner Sports, by and through its employees and agents, breached this contract by intentionally, recklessly or negligently failing to take reasonable care of the Jacket, and by,

through its employees and agents, arranging for and committing the theft and misappropriation of the Jacket.

62. Steiner Sports further breached this contract by orchestrating a campaign of cover up, delay and misdirection, including making false statements regarding Steiner Sports' efforts to involve the appropriate authorities in the investigation of the stolen Jacket, materially restricting the ability of Plaintiff or the police to locate and retrieve the Jacket.

63. By virtue of this breach, Steiner Sports has caused damage to Plaintiff in an amount equal to the value of the Jacket, plus additional damages.

**AS AND FOR A THIRD CAUSE OF ACTION
(Breach of Contract)**

64. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 63 hereof with the same force and effect as if fully set forth herein.

65. In consideration for Plaintiff's payment to Steiner Sports of its posted fee (\$160), Steiner Sports agreed to secure for Plaintiff Yogi Berra's autograph on Plaintiff's Jacket. As part of this agreement, Steiner Sports agreed to care for the Jacket while it was in Steiner Sports' possession and, of course, to return the Jacket – with Yogi Berra's autograph – to Plaintiff upon request.

66. Steiner Sports, by and through its employees and agents, breached this contract by intentionally, recklessly or negligently failing to take reasonable care of the Jacket, and by, through its employees and agents, arranging for and committing the theft and misappropriation of the Jacket.

67. Steiner Sports further breached this contract by orchestrating a campaign of cover up, delay and misdirection, including making false statements regarding Steiner Sports' efforts to

involve the appropriate authorities in the investigation of the stolen Jacket, materially restricting the ability of Plaintiff or the police to locate and retrieve the Jacket.

68. By virtue of this breach, Steiner Sports has caused damage to Plaintiff in an amount equal to the value of the Jacket, plus additional damages.

**AS AND FOR A FOURTH CAUSE OF ACTION
(Unjust Enrichment)**

69. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 68 hereof with the same force and effect as if fully set forth herein.

70. On November 24, 2007, Plaintiff delivered the Jacket to Steiner Sports for the limited purpose of securing Yogi Berra's autograph for Plaintiff in connection with an autograph signing event hosted by Steiner Sports.

71. Plaintiff soon after returned to retrieve the Jacket from Stein Sports and demanded that Steiner Sports return the Jacket.

72. Steiner Sports did not return the Jacket to Plaintiff. Steiner Sports has never returned the Jacket to Plaintiff. Steiner Sports and/or its employees, agents and representatives, have been unjustly enriched by appropriating for themselves the Jacket and its considerable value.

73. It is against equity and good conscience for Steiner Sports to retain the value of the Jacket, at the expense of Plaintiff.

**AS AND FOR A FIFTH CAUSE OF ACTION
(Negligence)**

74. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 73 hereof with the same force and effect as if fully set forth herein.

75. Steiner Sports had a duty to Plaintiff with respect to the care and safekeeping of the Jacket.

76. Steiner Sports, by and through its employees and agents, breached this duty by intentionally, recklessly and negligently failing to take reasonable care of the Jacket, and by, through its employees and agents, arranging for and committing the theft and misappropriation of the Jacket.

77. Steiner Sports further breached this duty by orchestrating a campaign of cover up, delay and misdirection, including making false statements regarding Steiner Sports' efforts to involve the appropriate authorities in the investigation of the stolen Jacket.

78. By virtue of this breach, Steiner Sports has caused damage to Plaintiff in an amount equal to the value of the Jacket, plus additional damages, including the foreseeable emotional injury and distress to Plaintiff resulting from the loss of a family heirloom.

**AS AND FOR A SIXTH CAUSE OF ACTION
(Negligent Entrustment)**

79. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 78 hereof with the same force and effect as if fully set forth herein.

80. As part of the services provided by Steiner Sports, Steiner Sports handles and secures valuable pieces of sports memorabilia, which are entrusted to them by paying clients.

81. Steiner Sports had a duty to its clients, including Plaintiff, to maintain a secure environment for the safekeeping of valuable sports memorabilia. Steiner Sports breached that duty.

82. Steiner Sports had full and exclusive control over the Steiner Sports store, including the secure product room where valuable sports memorabilia, including the Jacket, was stored.

83. Steiner Sports permitted and enabled certain of its employees to manage and control the Steiner Sports store, including the securing of valuable pieces of sports memorabilia on behalf of paying clients such as Plaintiff.

84. Steiner Sports knew and should have known that these individuals were unqualified, irresponsible or otherwise untrustworthy such that the placement of these individuals in charge of the Steiner Sports store and the secure product room created an unreasonable risk to Plaintiff's property.

85. These same Steiner Sports employees were instrumental in the theft and misappropriation of the Jacket, causing harm to Plaintiff.

86. As a direct result of Steiner Sports' negligent entrustment, the Jacket was stolen.

**AS AND FOR A SEVENTH CAUSE OF ACTION
(Negligent Hiring, Retention and Supervision)**

87. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 86 hereof with the same force and effect as if fully set forth herein.

88. All the employees of the Steiner Sports store during the time the Jacket was kept there and ultimately stolen were in an employer-employee relationship with Steiner Sports.

89. As part of the services provided by Steiner Sports, Steiner Sports handles and secures valuable pieces of sports memorabilia, which are entrusted to them by paying clients.

90. Steiner Sports had a duty to its clients, including Plaintiff, to maintain a secure environment for the safekeeping of valuable sports memorabilia. Steiner Sports breached that duty.

91. Steiner Sports permitted and enabled certain of its employees to manage and control the Steiner Sports store, including the securing of valuable pieces of sports memorabilia on behalf of paying clients such as Plaintiff.

92. Steiner Sports knew and should have known that these individuals were unqualified, irresponsible or otherwise untrustworthy such that the placement of these individuals in charge of the Steiner Sports store and the secure product room created an unreasonable risk to Plaintiff's property.

93. Steiner Sports was negligent in failing to supervise those employees responsible for the securing of valuable pieces of sports memorabilia.

94. These same Steiner Sports employees were instrumental in the theft and misappropriation of the Jacket, causing harm to Plaintiff.

95. As a direct result of Steiner Sports' negligent hiring, retention and supervision, the Jacket was stolen.

**AS AND FOR A EIGHTH CAUSE OF ACTION
(Fraud)**

96. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 95 hereof with the same force and effect as if fully set forth herein.

97. After the Jacket was stolen, Steiner Sports told Plaintiff that it would immediately contract the police to report the crime. Specifically, during the first phone call between Plaintiff

and Mr. Monteforte in late December, 2007, Mr. Monteforte told Plaintiff that Steiner Sports would immediately call the police.

98. Over the course of several phone conversations in early January, 2008, Mr. Monteforte represented to Plaintiff no fewer than three times that Steiner Sports had already contacted the police to report the theft of the Jacket.

99. These statements were false. Steiner Sports had not yet contacted the police to report the theft of the Jacket and did not do so until several months later.

100. Steiner Sports, through Mr. Monteforte, made these statements to Plaintiff with the knowledge that those statements were false, and with the intent that Plaintiff rely on those representations.

101. Plaintiff did rely on these representations. As a direct result of Steiner Sports' representations, Plaintiff refrained from contacting the police and reporting the theft himself.

102. If Plaintiff had reported the theft at or around the time of the theft, the likelihood that the police would recover the Jacket would have been materially increased. As it was, because Steiner Sports did not report the theft until months later, the passage of time substantially hindered the efforts of the police to conduct a meaningful investigation of the theft and recover the Jacket, causing injury to Plaintiff.

**AS AND FOR AN NINTH CAUSE OF ACTION
(Promissory Estoppel)**

103. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 102 hereof with the same force and effect as if fully set forth herein.

104. After the Jacket was stolen, Steiner Sports, through Mr. Monteforte, clearly and unambiguously promised Plaintiff that it would report the theft to the police.

105. When Steiner Sports made this promise to Plaintiff, it was reasonably foreseeable that Plaintiff would rely on that promise and refrain from directly reporting the theft to the police.

106. Plaintiff did rely on this promise. As a direct result of Steiner Sports' promise, Plaintiff refrained from contacting the police and reporting the theft himself.

107. If Plaintiff had reported the theft at or around the time of the theft, the likelihood that the police would recover the Jacket would have been materially increased. As it was, because Steiner Sports did not report the theft until months later, the passage of time substantially hindered the efforts of the police to conduct a meaningful investigation of the theft and recover the Jacket, causing injury to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

i. an amount to be proven at trial comprising the value of the stolen Jacket, which exceeds the minimum amount required for jurisdiction by this Court;

ii. pursuant to the Fifth, Sixth and Seventh Causes of Action, damages for emotional distress in an amount to be proven at trial;

iii. pursuant to the Fifth, Sixth, Seventh and Eighth Causes of Action, punitive damages in an amount to be proven at trial;

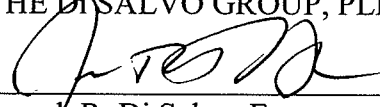
iv. together with interest, the costs and disbursements of this action, reasonable attorney's fees, and such other and further relief as the Court deems just and proper.

Dated: Whitestone, New York
October 14, 2009

Respectfully submitted,

THE DI SALVO GROUP, PLLC

By:



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