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Plaintiff *Pro Se*

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
UNLIMITED JURISDICTION**

ARYE SACHS,

Plaintiff,

vs.

CRADLE OF AVIATION MUSEUM, a New York Non-Profit Corporation, MUSEUMS AT MITCHEL, a non-profit educational management agency, RUBENSTEIN ASSOCIATES, INC, a New York business corporation, BRITISH AIRWAYS PLC, a foreign business corporation, BONHAMS & BUTTERFIELDS AUCTIONEERS CORPORATION, a Delaware Corporation, and DOES I to X,

Defendants.

Case No.:

COMPLAINT

THE PARTIES

1. Plaintiff, ARYE SACHS, resides in the County of Nassau, State of New York.
2. Defendant CRADLE OF AVIATION MUSEUM is, upon information and belief, a non-profit museum with its principal place of business in Nassau County located at One Davis Avenue, Garden City, NY 11530.
3. Defendant MUSEUMS AT MITCHEL is, upon information and belief, a non-profit educational management agency for the Cradle of Aviation Museum, the Reckson Center, the

Leroy R. and Rose W. Grumman IMAX Theater, and the Donald E. Axinn Air Space Museum Hall. Upon information and belief, their principal business address is One Davis Avenue, Garden City, NY 11530.

4. Defendant RUBENSTEIN ASSOCIATES, INC. is, upon information and belief, a publicity and media relations Company with a principal place of business at 1345 AVENUE OF THE AMERICAS NEW YORK, NEW YORK 10105.

5. Defendant BRITISH AIRWAYS PLC is a foreign business corporation with a named registered agent address of AMERICA 75-20 ASTORIA BLVD, JACKSON HEIGHTS, NEW YORK, 11370 which, upon information and belief, conducts business as a commercial passenger air transportation provider.

6. Defendant BONHAMS & BUTTERFIELDS AUCTIONEERS CORPORATION is, upon information and belief, a Delaware Corporation which runs an international auction house with a place of business at 580 Madison Avenue, New York, New York 10022.

7. The true names and capacities of Does I-X, ABC Entities I-X, Parties in Possession, and Unknown Heirs and the Devises of any deceased Defendant are unknown to Plaintiff at this time and Plaintiff therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes that each Defendant designated by a fictitious name is responsible for the events and happenings alleged. Plaintiff will seek to determine the names and responsibilities or interest of each of the Defendants designated by fictitious names and will identify and designate those individuals or entities once determined.

FACTUAL ALLEGATIONS

8. During the past fifteen years, the Plaintiff herein, Mr. Arye Sachs, (hereinafter referred to as Mr. Sachs) developed the largest collection of fully restored Fighter / Attack jets cockpits in the United States, all mounted on fully mobile, street legal trailers. They have been used for charity fun days for sick children until 2008 when Mr. Sachs started transferring the collection into an advertisement / marketing entity whose primary website is: www.JetAngel.com

9. Throughout his many years in business, Mr. Sachs developed an extensive personal and business network of potential buyers and has the experience and knowledge to successfully reach a broad range of additional potential buyers through private and semi-private channels.

10. Mr. Sachs is involved in an industry where the sky is the financial limit to baby boomers investing in their love of aviation. An industry where a man (and he is just one example) in the mid-west purchased a Two Million Dollar Vietnam era Attack plane (A-4 Skyhawk - the type Senator McCain ejected from during the Vietnam war) only to place it nose down in his front yard with the canopy broken and green aliens like bodies falling out, for the sole purpose of self enjoyment and amusement.

11. Mr. Sachs has a personal relationship with the Cradle of Aviation museum in Garden City, New York where he not only exchanged visits, knowledge, information, and tools but additionally donated time and the equivalent of thousands of dollars to the Cradle of Aviation museum. For example a \$3500 a day affair involving the A-7D corsair was donated for the museum's "Open Cockpit Day" at no charge.

12. In addition, Mr. Sachs was a designated buyer for the museum's surplus and previously bought from the Cradle of Aviation museum surplus instruments and equipment.

13. At the beginning of 2008 the Cradle of Aviation museum in Garden City, New York was facing a storage room / space crisis. The museum was ordered by the Town of Hempstead to clear for a tear down one of the largest hangers they were using so that the town could build a long planned Children's Carrousel for the Children Museum located next door.

14. In light of this, The Cradle of Aviation museum was attempting to remove a Polaris Inter Continental Nuclear Ballistic Missile that was stored at the yard and a model of the famous British Airways CONCORDE model that was stored at that hanger.

15. Facing a financial crisis, the museum was unable to pay for the removal of the said items discussed above. The cost to remove the Polaris was approximately \$5000.00 (five thousand

dollars) and there was nowhere to store it. The price to remove the Concord out of the hanger was a staggering \$40,000.00 (forty thousand dollars). This information was based upon two estimates given to Mr. Sachs by reputable local rigging companies after conducting an inspection at the location. One of the bidders was Atlantic Crane from Farmingdale, NY. and the estimate was made by Mr. Tom Koehler.

16. Being aware of Mr. Sachs's contacts, networking, and marketing capabilities, the Museum approached Mr. Sachs in early March, 2008 and requested his assistance in removing the above two items.

17. The first meeting was conducted by the museum curator Mr. Joshua Stoff. At that meeting, the museum offered to sell the Polaris Missile to Mr. Sachs (exhibit A: www.jetjewel.com/JET/MISSILE-1.html - first two images) for the price of \$1.00 (one dollar), with an additional payment of \$1000.00 (one thousand dollars) due upon re-sale if and when Mr. Sachs will sell the Polaris Missile. There was a requirement, pursuant to this deal that Mr. Sachs removes the Polaris Missile and places it in his Bay Shore, New York yard immediately. The Museum, as an additional incentive, (in appreciation for assisting the museum to recover much needed space) the Museum agreed that Mr. Sachs would then be rewarded with the right to buy or find a buyer for the famous British Airways CONCORDE model that was stored at the museum hanger.

18. Mr. Sachs, being confident in his ability to re-sell and remove the Missile in a timely manner, while looking to avoid the extra expense of moving the Missile to his Bay Shore, New York yard and then again to the ultimate buyer, made a counter offer as follows: Mr. Sachs guaranteed the removal of the 30' Polaris missile within six months, well within the town deadline. Mr. Sachs promised to compensate the museum an additional \$1000.00 (one thousand dollars) upon resale and prior to removal. However, if the missile was not removed by the promised date, Mr. Sachs would pay a sum in "liquidated damages" of \$5000.00 (five thousand dollars) which was the cost of removal of the Polaris which would be used by the Cradle of

Aviation museum to remove the missile to another site until a final resting home could be arranged. The parties verbally agreed and this verbal agreement was finalized with a handshake and the payment of \$1.00 (one dollar).

19. Mr. Sachs has large storage yards located in Bay Shore, New York and Tucson, Arizona. At both of these locations, he stores and restores his stock of mostly demilitarized military equipment. However, neither storage yard was utilized for the Polaris Inter Continental Nuclear Ballistic Missile.

20. Eager to show the museum a fast removal, despite the cost of foregoing a higher sale price, Mr. Sachs sold the Polaris Missile to the first of his contacts who demonstrated an interest for only \$8000.00 (eight thousand dollars), paid the museum the previously agreed upon \$1000.00 (one thousand dollars) and removed the missile from its property within weeks. The Polaris Inter Continental Nuclear Ballistic Missile could have been sold for five times this much had Mr. Sachs taken his time to properly market it. This was the only Polaris Inter Continental Nuclear Ballistic Missile in private hands in the world and even drew the attention of the F.B.I. and brought a visit to Mr. Sachs home from the Department Of Defense, Criminal Investigation Unit. Mr. Sachs as being known to these agency and have been cleared in the past to deal with active and demilitarized aviation items was cleared this time again. This Polaris Inter Continental Nuclear Ballistic Missile could have been sold for \$50,000.00 (fifty thousand dollars) had Mr. Sachs took his time to sell it. But, instead he wanted to show his ability to help the museum in its time of need and to be rewarded with the sale of the Concord which to Mr. Sachs estimates could have sold for much more.

21. Following the amazingly fast resale, which the museum with all their contacts had been trying to sell it for over a year, that Mr. Sachs sold in days, a meeting was conducted at the museum staff room situated one floor below the Curator's office, in March of 2008.

22. This time a gentleman who Mr. Sachs had never met before was introduced to him as a museum executive by the curator Mr. Joshua Stoff and who was an active participant in the

meeting. This person, on information and belief, was Tom Gwynne, Director of Programs for the Museum.

23. During this meeting a similar verbal agreement was made and again sealed with a hand shake. Mr. Sachs bought the highly desirable, Collectible Concorde Model made for British Airways, the only one of its kind in the world for \$1.00 (one dollar), which was paid at the execution of the deal with a promise to pay the Museum \$1000.00 (one thousand dollars) from the proceeds of the sale of the Concorde Model which must take place within the following six months. Again, the condition was expressly agreed to that if Mr. Sachs was unable to sell and/or remove the Concorde Model within the promised time, Mr. Sachs would render payment for liquidated damages the sum of \$40,000.00 (forty thousand dollars). This would be used by the Cradle of Aviation museum to remove the Concorde Model outside the hanger until a final resting place could be found. There was an additional restriction verbally agreed to as follows: the sale of the said Collectible Concorde Model should not utilize the eBay auction site.

24. As with the Polaris Inter Continental Nuclear Ballistic Missile, it was intended, known, and clear to all that Mr. Sachs, upon the handshake and payment of the \$1.00 (one dollar), immediately became the owner of the Concorde Model and therefore could sell it to anyone who could legally purchase it (United States citizen residing in the United States in the case of the Polaris) at his full discretion and without any approval from the museum. For all practical purposes, it was the same structure of a deal as with the amazingly fast sale of the Polaris Inter Continental Nuclear Ballistic Missile.

25. Following the verbal agreement, Mr. Sachs got to work and within days placed his reputation on the line and started marketing the sale of the Collectible Concorde Model. Using emails, telephone calls, and meetings with decades old personal friends and contacts around the country, Mr. Sachs also used a private email list which is circulated ONLY within the very closed Jewish Orthodox community (only to members of highly orthodox members of local congregations and which are strictly screened before becoming members) and which is strictly

controlled by moderators. The messages placed on this email distribution system cannot be sent to the individual members as they remain anonymous. It is sent to the moderator who inspects it and if approved, the MODERATOR who has the actual members' email (which is not visible to others) will distribute it.

26. One of Mr. Sachs emails to his contacts said: "I am looking for someone with an ego larger than the empire state building to buy [the Concorde Model] and place it on his building / business".

27. This email list has the potential to reach a large number of high end real estate developers and investors, which were the primary target of Mr. Sachs for the sale of the Collectible Concorde Model. In fact, at the time when the agreement was unilaterally terminated by the Museum, on information and belief, specifically Josh Stoff and Tom Gwynne, Mr. Sachs was already in the midst of talks with more than one developer with an interest in purchasing the Concorde from Mr. Sachs.

28. One of the potential buyers was operating a convention center near an airport catering to many aviation related conventions and the others with a hotel behind a raised highway who was looking for a dramatic display such as the Collectible Concorde Model to attract traffic. Another was a Shopping Mall owner near an airport, and there were others. All prospective buyers had been informed of the removal and shipping costs which would be an addition to the asking price by Mr. Sachs (which was \$100,000.00). But for the unilateral breach of the verbal contract on the part of the Museum, Mr. Sachs would have sold the Concorde model.

29. The asking price was a reasonable tax deductible business expense for an item that cost nearly a million dollars to make over ten years ago and probably close to two million dollars in today's labor and material costs and that, when taking in to account its historical and collectable value, is probably worth millions of dollars, not to mention the exposure, attraction and attention it will bring to the business where it will be displayed. That alone is worth several times the asking price. No wonder there was a great response from many potential buyers who could use

such large item as a promotion / marketing / exposure tool to their business / property at a fraction of the real cost of any similar attraction and interest generating marketing art piece.

30. Upon information and belief, one of the anonymous recipients on this private email list was a Jewish Orthodox executive from the well-known NYC Public Relations Company, Rubinstein Associates, Inc. which apparently had British Airways and / or the Cradle of Aviation museum as their clients at that time.

31. This executive intentionally interfered with the agreement and caused the entire management of the Cradle of Aviation museum to take cover and immediately and wrongly withdraw the previous agreement by breaching and terminating the deal made with Mr. Sachs. On information and belief, British Airways took the position with the Museum that the sale to Mr. Sachs was not approved of by them.

32. The excuse given to Mr. Sachs by the Museum was that the one Million Dollars Collectible Concorde Model was given to the Cradle of Aviation museum by British Airways with the understanding that the Cradle of Aviation museum would dedicate the space and will exhibit the beautiful one million dollars Collectible Concorde Model to the public and providing Advertisement and public relations to the company.

33. The Cradle of Aviation museum failed to do so and as illustrated in Exhibit –B (www.jetjewel.com/JET/CONCORD.html)

The beautiful one million dollars Collectible Concorde Model was placed for a decade in an old closed hanger collecting bird droppings and was never on display to the public. This alleged restriction on the use of the Concorde Model was never disclosed to Mr. Sachs by the management of The Cradle of Aviation Museum.

34. On April 2011 Mr. Sachs learned that the said Collectible Concorde Model is scheduled to be sold at auction for \$150,000.00 (one hundred and fifty thousand dollars) on May 5, 2011 at

one of the world's most famous auction houses at their NYC offices: <http://www.bonhams.com/usa/auction/19144/lot/8/>

35. Based on the above facts and circumstances, and spurred by this new knowledge, which undercuts the Museum's pretextual breach and/or termination of the sale and contract between Mr. Sachs and the Museum, this suit was commenced. It also demonstrates culpability on the part of British Airways, since if the model can be sold now; there was no basis for the termination of the sale to Mr. Sachs.

FIRST CLAIM FOR RELIEF- BREACH OF CONTRACT

(THE CRADLE OF AVIATION MUSEUM, MUSEUMS AT MITCHEL (THE MUSEUM DEFENDANTS))

36. Plaintiff hereby repeats and reiterates the foregoing allegations.

37. The conduct outlined above establishes a contract between Plaintiff and the Museum Defendants.

38. All conditions precedent to the Defendants' obligations under the contract has occurred were satisfied or have been waived.

39. Defendants have materially breached the contract.

40. As a result, Plaintiff has sustained damages.

WHEREFORE, on his First Claim for Relief, Plaintiff demands judgment in his favor and against the Museum Defendants and DOES I-X jointly and severally, for:

- (a) Damages in amounts to be proved at trial;
- (b) Attorney's fees and costs as allowed by law.
- (c) Attorneys' fees and costs related to any collection effort of monetary damages due;
- (d) Interest on the foregoing sums; and

(e) Such further relief as the Court may deem equitable and just.

SECOND CLAIM FOR RELIEF- BAD FAITH

(THE MUSEUM DEFENDANTS)

41. Plaintiff hereby repeats and reiterates the foregoing allegations.

42. The conduct outlined above establishes a contract between Plaintiff and the Museum Defendants.

43. In New York, every contract contains an implied covenant of good faith and fair dealing in the course of performance of the contract whereby the Museum Defendants were bound to refrain from any action which would impair the benefits which Plaintiff had the right to expect from the contract.

44. The Museum Defendants violated this covenant.

45. As a result, Plaintiff has sustained damages.

WHEREFORE, on his Second Claim for Relief, Plaintiff demands judgment in his favor and against the Museum Defendants and DOES I-X jointly and severally, for:

(f) Damages in amounts to be proved at trial;

(g) Attorney's fees and costs as allowed by law.

(h) Attorneys' fees and costs related to any collection effort of monetary damages due;

(i) Interest on the foregoing sums; and

(j) Such further relief as the Court may deem equitable and just.

THIRD CLAIM FOR RELIEF- REFORMATION

(THE MUSEUM DEFENDANTS)

46. Plaintiff hereby repeats and reiterates the foregoing allegations.

47. Alternatively, and without waiving the foregoing, the intervening actions of Defendants

have made performance under the original terms of the agreement impossible, specifically with regard to timing.

48. Recent events, specifically the scheduled auction by Bonham of the Concorde, have undermined the Museum Defendants' earlier claim that they could not perform their end of the bargain with Plaintiff.
49. Thus, alternatively and without waiving the foregoing, Plaintiff is entitled to reformation of the contract to allow the six month period to begin anew so that Plaintiff may earn the benefits thereof as bargained for.
50. As a result, Plaintiff has sustained damages.

WHEREFORE, on his Second Claim for Relief, Plaintiff demands judgment in his favor and against the Museum Defendants DOES I-X jointly and severally, for:

- (k) Damages in amounts to be proved at trial;
- (l) Attorney's fees and costs as allowed by law.
- (m) Attorneys' fees and costs related to any collection effort of monetary damages due;
- (n) Interest on the foregoing sums; and
- (o) Such further relief as the Court may deem equitable and just.

FOURTH CLAIM FOR RELIEF- INTERFERENCE WITH CONTRACT

(RUBENSTEIN ASSOCIATES, INC., BRITISH AIRWAYS)

51. Plaintiff hereby repeats and reiterates the foregoing allegations.
52. The conduct outlined above establishes a contract between Plaintiff and Defendants Museum.
53. Defendants Rubenstein Associates and British Airways knew of the contract between Plaintiff and Defendant.
54. Defendant Rubenstein Associates intentionally and without justification induced Defendant Museum to breach the contract.

55. As a result, Plaintiff has sustained damages.

WHEREFORE, on his Fourth Claim for Relief, Plaintiff demands judgment in his favor and against Defendant Rubenstein Associates, British Airways and DOES I-X jointly and severally, for:

- (p) Damages in amounts to be proved at trial;
- (q) Attorney's fees and costs as allowed by law.
- (r) Attorneys' fees and costs related to any collection effort of monetary damages due;
- (s) Interest on the foregoing sums; and
- (t) Such further relief as the Court may deem equitable and just.

FIFTH CLAIM FOR RELIEF- INTERFERENCE WITH PROSPECTIVE ADVANTAGE
(RUBENSTEIN ASSOCIATES, INC., BRITISH AIRWAYS)

56. Plaintiff hereby repeats and reiterates the foregoing allegations.

57. Plaintiff has an established record of successfully dealing in aircraft, missiles, and related equipment.

58. Over the course of several years, Plaintiff has cultivated substantial and important business relationships with buyers and sellers of such equipment.

59. Plaintiff has a probability of future economic benefit from each of his contracts such as the one entered into with Museum.

60. Alternatively and without waiving the foregoing, Plaintiff is informed and believes that Defendants intentionally and knowingly interfered with Plaintiff's prospective economic advantage in this instance by inducing Museum not to contract with Plaintiff for the sale of the Concorde.

61. Defendants undertook intentionally, knowingly, and by wrongful means to interfere with

and disrupt Plaintiff's potential contract with Defendant Museum.

62. By committing the acts and engaging in the wrongful conduct hereinabove alleged, Defendants undertook intentionally, knowingly, and by wrongful means induced Museum not to enter into a contract with Plaintiff, and disrupted the economic advantages and benefits that Plaintiff would have derived from such relationships in the absence of Defendants' wrongful interference.

63. But for the actions of Defendants Plaintiff and Museum would have entered into a contract for the sale of the Concorde.

64. Alternatively and without waiving the foregoing, as a result, Plaintiff has sustained damages.

65. Defendants acted intentionally, willfully, and maliciously, and in conscious disregard of Defendants' rights and interests. Defendants are guilty of oppression, fraud and malice, and, as a result, Plaintiff is entitled to an award of punitive or exemplary damages, in an amount sufficient to punish Defendants and deter future misconduct.

WHEREFORE, on his Fifth Claim for Relief, Plaintiff demands judgment in his favor and against Defendant Rubenstein Associates, British Airways, and DOES I-X jointly and severally, for:

- (u) Damages in amounts to be proved at trial;
- (v) Attorney's fees and costs as allowed by law.
- (w) Attorneys' fees and costs related to any collection effort of monetary damages due;
- (x) Interest on the foregoing sums; and
- (y) Such further relief as the Court may deem equitable and just.

SIXTH CLAIM FOR RELIEF- DECLARATORY RELIEF

(ALL DEFENDANTS EXCEPT BRITISH AIRWAYS)

66. Plaintiff hereby repeats and reiterates the foregoing allegations.

67. As outlined above, a contract was formed between Plaintiff and Defendants Museum and Museums and Mitchel.

68. Plaintiff has a probability of future economic benefit from this contract.

69. Plaintiff is informed and believes, and on that basis alleges, that Defendants intend to render performance on the contract impossible by selling the Concorde model at auction.

70. This will cause Plaintiff irreparable harm.

71. Accordingly, an actual controversy has arisen and now exists relating to the parties' respective rights and duties with regard to the Concorde model.

72. But for the actions of Defendants Plaintiff and Museum would have entered into a contract for the sale of the Concorde.

WHEREFORE, on his Sixth Claim for Relief, Plaintiff desires a judicial declaration on behalf of himself as follows:

- (a) That there is a contract between Plaintiff and the Museum parties.
- (b) That Plaintiff is the owner of the Concorde missile pursuant to the contract.
- (c) That the terms of the contract begin to run from the date of the declaratory order from this court to that effect.
- (d) That Plaintiff is the owner of the Concorde missile pursuant to the contract.

These judicial declarations are necessary and appropriate at this time so that the parties may ascertain their respective rights and duties, and to prevent irreparable harm, damage, or cost to any of the parties to this action.

SEVENTH CLAIM FOR RELIEF- INJUNCTIVE RELIEF

(ALL DEFENDANTS)

73. Plaintiff hereby repeats and reiterates the foregoing allegations.
74. As outlined above, a contract was formed between Plaintiff and Defendants Museum and Museums and Mitchel.
75. The scheduled auction by Bonhams of the Concorde model is without the consent of, and violates the property rights of, Plaintiff.
76. The actions of Defendants have caused and will cause great and irreparable harm to Plaintiff. Unless the Court issues relief by way of a Preliminary Injunction, or otherwise, Plaintiff will suffer irreparable harm by the sale of the Concorde model.
77. As a result, Plaintiff desires to enjoin Defendants on behalf of himself as follows:
- a. That Defendants, including their agents, representatives, attorneys, employees, and any and all related entities be prohibited from selling, moving, auctioning, or otherwise taking any steps contrary to Plaintiff's ownership/contractual rights vis-à-vis the Concorde model.
 - b. That the Museum defendants be ordered to perform under the contract, and give Plaintiff the original 180 days agreed to in the contract plus an additional 180 days due to the current change in the economy to sell or move the Concorde plus an .
 - c. Alternatively, and without waiving any other rights, that Defendants be ordered to pay any proceeds from the Sale of the Concorde in excess of costs to Plaintiff as liquidated damages.

EIGHTH CLAIM FOR RELIEF- CONVERSION

(THE MUSEUM DEFENDANTS)

78. Plaintiff hereby repeats and reiterates the foregoing allegations.
79. Upon paying the \$1.00 (one dollar), and pursuant to the other terms of the contract, Plaintiff became the owner of the Concorde model.
80. Defendants exercised dominion over, took, and made unauthorized use of the Concorde model as described above.
81. Defendants did not have ownership, title, or interest in the Concorde model, and were

and are not authorized to transfer ownership of the Concorde model.

82. As a direct and proximate result of Defendants' conversion, Plaintiff has suffered injury, including lost profits and business reputation.

83. Plaintiff is entitled to recover compensation for his damages, plus interest, in an amount to be proven at trial.

WHEREFORE, on his Eighth Claim for Relief, Plaintiff demands judgment in his favor and against the Museum Defendants, and DOES I-X jointly and severally, for:

- a. Damages in amounts to be proved at trial;
- b. Attorney's fees and costs as allowed by law.
- c. Attorneys' fees and costs related to any collection effort of monetary damages due;
- d. Interest on the foregoing sums; and
- e. Such further relief as the Court may deem equitable and just.

Dated: May 2, 1011

By: _____

ARYE SACHS

Plaintiff *Pro Se*

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Museums at Mitchel
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