

**CLOSED**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**UNITED STATES OF AMERICA,**

**Plaintiff,**

**v.**

**Civic Development Group, LLC,  
CDG Management, LLC,  
SCOTT PASCH, and  
DAVID KEEZER;**

**Defendants.**

**Civil Action No. 2:07-cv-04593-  
FSH-PS**

**STIPULATED ORDER FOR PERMANENT INJUNCTION  
AND FINAL JUDGMENT AS TO DEFENDANTS  
SCOTT PASCH, CIVIC DEVELOPMENT GROUP, LLC, AND CDG MANAGEMENT, LLC**

WHEREAS Plaintiff the United States of America ("United States") filed a Complaint in this matter for civil penalties, consumer redress, injunctive, and other relief (the "Complaint") on September 24, 2007, pursuant to Sections 5, 13, 16, and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45, 53, 56, and 57b, charging violations of a Federal Trade Commission ("FTC" or "Commission") Order and the Telemarketing Sales Rule in connection with the solicitation of charitable donations; and

WHEREAS the United States, the Commission and Defendants Civic Development Group, LLC, CDG Management LLC, and Scott Pasch have consented to the entry of this Stipulated Order for Permanent Injunction and Final Judgment ("Order") to resolve all matters of dispute between them in this action;

NOW, THEREFORE, the United States, the Commission, and Defendants, having requested that the Court enter this Order, and the Court having considered the parties' request, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter and the parties pursuant to 28 U.S.C. §§ 1331 and 1337(a), and 15 U.S.C. § 53(b).
2. Venue is proper as to all parties in this District.
3. Defendants' activities are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Complaint states a claim upon which relief may be granted pursuant to Sections 5, 13, 16, and 19 of the FTC Act, 15 U.S.C. §§ 45, 53, 56, and 57b, and the Telemarketing Sales Rule, 16 CFR § 310.
5. Defendants have entered into this Order freely and without coercion. Defendants further acknowledge that they have read the provisions of this Order and are prepared and able to abide by them.
6. The parties agree that this Order resolves all allegations in the Complaint. The parties waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendants further waive and release any claims they may have against the United States, the Commission, and any employees, representatives, or agents of either.
7. Defendants do not admit to the allegations in the Complaint other than the jurisdictional facts and entry of this Order does not constitute an admission of liability by the Defendants.

8. Defendants agree that this Order does not entitle them to seek or to obtain attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and Defendants further waive any right to attorneys' fees that may arise under said provision of law. The parties agree to bear their own costs and attorneys' fees.

9. Entry of this Order is in the public interest.

#### DEFINITIONS

For the purpose of this Order, the following definitions shall apply:

A. "Asset" means any legal or equitable interest in, right to, or claim to, any real and personal property, including without limitation, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, and notes (as defined in the Uniform Commercial Code), and all chattels, leaseholds, contracts, shares of stock, lists of consumer names, mail or other deliveries, premises, accounts, funds, credits, receivables, checks, money orders, and cash, wherever located.

B. "Individual Defendant" means Scott Pasch.

C. "Corporate Defendants" means Civic Development Group, LLC, CDG Management, LLC, and their successors and assigns.

D. "Defendants" means the Individual Defendant and the Corporate Defendants, individually, collectively, or in any combination.

E. "Document" is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, email, electronic communications,

webpages, websites, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

F. "Investing" means obtaining an ownership interest of more than one percent of a business entity.

G. "Person" means a natural person, a dealer, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

H. "Telemarketing" means any plan, program or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. § 310) that is conducted to induce the purchase of goods or services by means of the use of one or more telephones.

I. "Charitable Solicitation" means the solicitation of money or anything of value for the direct or indirect benefit, in whole or in part, of any entity which is, or is represented to be, a non-profit, or which has, or is represented to have, a charitable purpose, including, but not limited to, any entity that purports to benefit a law enforcement, veterans or firefighting organization(s); law enforcement, veterans, or firefighting personnel; or law enforcement, veterans, or firefighting program(s), regardless of whether the donor receives anything in return.

#### ORDER

#### I. BAN ON TELEMARKETING

IT IS THEREFORE ORDERED that Defendants are permanently restrained and enjoined from engaging or participating in telemarketing, directly or through any intermediary, including, but not limited to, by consulting, brokering, planning, investing, outsourcing, or advertising.

II.  
BAN ON CHARITABLE SOLICITATION

IT IS HEREBY ORDERED that Defendants are permanently restrained and enjoined from engaging or participating, directly or through any intermediary, including, but not limited to, by consulting, brokering, outsourcing, or planning, in any charitable solicitation, for which they, individually or jointly, receive, attempt to receive, or reasonably would be expected to receive any financial benefit, whether monetary or through the provision of goods or services.

III.  
INJUNCTION AGAINST MISREPRESENTATION

IT IS HEREBY ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, sale, or distribution of any product or service, Defendants, their officers, agents, servants, contractors, and employees, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any intermediary, are permanently restrained and enjoined from making, or assisting others in making, expressly or by implication, any false or misleading material representation, including, but not limited to, representations concerning the cost, performance, efficacy, nature, characteristics, benefits, or safety of any product or service.

IV.  
CIVIL PENALTY JUDGMENT

IT IS FURTHER ORDERED that judgment in the amount of eighteen million seven hundred seventy five thousand six hundred and ten dollars (\$18,775,610) is hereby entered against Defendants as a civil penalty pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A). This judgment is entered as ordered below and in the separate Order entered against Defendant David Keezer.

A. Defendant Pasch is ordered to pay five million eight hundred thousand dollars (\$5,800,000) to satisfy his portion of the judgment, which shall be deemed paid as follows:

1. Within five (5) days of entry of this order, Defendant Pasch shall cooperate fully with the Liquidator appointed in Section V of this Order and take such other steps as the Liquidator may require to transfer all rights, title, and interest to the Liquidator, or to the Liquidator's designated trust, the financial accounts listed in Schedule A attached to this Order. The value of the assets in the accounts shall be in the amount listed on Schedule A and on Defendant Pasch's sworn financial statement executed on February 4, 2010, except that the value may differ only to the extent caused by changes to the market value of those assets or accrued interest. Except as set forth in Section V.J of this Order, the costs and expenses of transferring such assets to the Liquidator shall be paid by the Liquidatorship.
2. Defendant Pasch waives all claims to, unconditionally releases, and consents to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title of all personal property listed in Schedule B attached to this Order (the "Personal Property").
3. Defendant Pasch shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title to all such Personal Property within 10 days of request by the Liquidator, including

executing any documents, procuring the signatures of any person or entity under his control, providing access to the Personal Property and any necessary information, and turning over the property. Except as set forth in Section V.J of this Order, the costs and expenses of transferring the Personal Property to the Liquidator shall be paid by the Liquidatorship.

4. Until Defendant Pasch surrenders possession and legal and equitable title of the Personal Property to the Liquidator:
  - a. Defendant Pasch and Lisa Pasch shall maintain and take no action to diminish the value of the Personal Property, including any structures, fixtures, and appurtenances thereto, in good working order and in the same condition as on the date he executed his sworn financial statement dated February 4, 2010;
  - b. Defendant Pasch shall remain current on all amounts due and payable on the Personal Property, including but not limited to tax, insurance, maintenance, and similar fees;
  - c. Defendant Pasch shall cause existing insurance coverage for the Personal Property to remain in force until the surrender of possession and legal and equitable title and shall both notify the insurance carrier(s) immediately of the appointment of the Liquidator and request that the Liquidator and the United States be added to the insurance policy or policies as additional insureds thereunder.

5. Within thirty (30) days of entry of this Order, unless otherwise agreed to in writing by the Liquidator and the United States, Defendant Pasch shall vacate and transfer possession and legal and equitable title to the Liquidator, or to his designated trust, the real property located at 7 Kensington Court, Warren, New Jersey (the "Real Property"). *Provided, however,* that Defendant Pasch may use and occupy the premises at the sole discretion of, and in accordance with the terms set by, the Liquidator, which shall not unduly interfere with the Liquidator's sale of the Real Property.
6. Defendant Pasch shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title to the Real Property, including executing any documents, procuring the signatures of any person or entity under his control, providing access to the Real Property, providing any necessary information, and turning over the Real Property. Except as set forth in Section V.J of this Order, the costs and expenses of transferring the Real Property to the Liquidator shall be paid by the Liquidatorship.
7. Defendant Pasch represents that no encumbrances to the Personal Property or the Real Property have been added since execution of his sworn financial statement on February 4, 2010. Defendant Pasch represents that he will not add any such encumbrances after signing this Order.



Defendant Pasch shall not add any such encumbrances after entry of this Order.

8. As long as they occupy the Real Property, Defendant Pasch and Lisa Pasch shall maintain and take no action to diminish the value of the Real Property, including any structures, fixtures, and appurtenances thereto, in good working order and in the same condition as on the date he executed his sworn financial statement dated February 4, 2010.
9. Until Defendant Pasch transfers possession of the Real Property to the Liquidator:
  - a. Defendant Pasch shall remain current on all amounts due and payable on the Real Property, including but not limited to tax, insurance, homeowner's assessments, reasonable and necessary maintenance, and similar fees;
  - b. Defendant Pasch shall cause existing insurance coverage for the Real Property to remain in force until the transfer of possession and shall both notify the insurance carrier(s) immediately of the appointment of the Liquidator and request that the Liquidator and the United States be added to the insurance policy or policies as additional insureds thereunder.
10. Nothing in this Order requires Defendant Pasch to pay any amount relating to or concerning the above described Personal or Real Property, including but not limited to any taxes, insurance, homeowner's

assessments, maintenance, and similar fees, after Defendant Pasch has vacated and transferred possession and legal and equitable title of the Personal and Real Property to the Liquidator. The transfer of possession of the Real Property occurs when Defendant Pasch vacates the Real Property in "broom clean condition," delivers all keys and security codes, if any, to the Liquidator along with written notice that possession is surrendered, or has transferred legal and equitable title but remains on the premises pursuant to agreement with the Liquidator as provided in Subparagraph A.5 of this Section.

11. Defendant Pasch waives all claims to, unconditionally releases, and consents to the transfer to the Liquidator by the following corporate entities of possession and legal and equitable title of all their respective assets: Civic Development Group, LLC; CDG Management, LLC; Millennium Teleservices, LLC; Fundraising Processing Center, LLC; National Fundraising Consultants, LLC; National Pharmacy Discounts, LLC; MTSC Management, Inc.; Millennium Teleservices Canada Company; and SPDK, LLC (together, the "Corporations"). Defendant Pasch further assigns to the United States all rights, title, and interest in any claims he has against any of the Corporations and in the membership interest in or capital stock of the Corporations directly or indirectly owned by him.

B. Corporate Defendants are ordered to pay six million six hundred and seventy five thousand six hundred and ten dollars (\$6,675,610) to satisfy their portion of the judgment.

Corporate Defendants shall make partial payment of this amount as follows:

1. Within five (5) days of entry of this order, Corporate Defendants shall transfer all rights, title, and interest to the Liquidator appointed in Section V of this Order, or to his designated trust, the financial accounts listed in Schedule C attached to this Order. The value of the assets in the accounts shall be the amount listed on Schedule C and on Corporate Defendant Civic Development Group, LLC's sworn financial statement executed on February 4, 2010, as amended on February 25, 2010, except that the value may differ only to the extent caused by changes to the market value of those assets or accrued interest since February 22, 2010.
2. Corporate Defendants shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, legal and equitable title to (subject to any interest(s) of any third party), and possession of any and all assets described in Schedule C within 5 days of request by the Liquidator, including executing any documents, procuring the signatures of any person or entity under their control, providing any necessary information, and turning over any property.
3. In the event a petition for relief under the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, is filed by or against the Corporate Defendants or either of

them before the transfers of assets required by subparagraphs IV.B.1 and IV.B.2 above occur, those subparagraphs shall not take effect unless and until the bankruptcy court grants relief from the automatic stay pursuant to 11 U.S.C. § 362(d). In the event of such a bankruptcy filing, to the maximum extent permissible under law, the Corporate Defendants agree that the United States shall be entitled to seek and obtain relief from the automatic stay, and that any rights the Corporate Defendants may have to object to, stay, oppose, or interfere with obtaining such relief, including any rights under 11 U.S.C. §§ 105 and 362, are hereby released and waived. The Corporate Defendants further acknowledge and agree that the value of the assets listed in Schedule C is less than the amount of the judgment owing to the Commission.

C. Defendant Pasch's spouse, Lisa Pasch, waives all claims to, unconditionally releases, and consents to transfer to the Liquidator possession and legal and equitable title of all assets referenced in this Section IV. Lisa Pasch shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, any and all of the assets referenced in this Section IV, including executing any documents, procuring the signatures of any person or entity under her control, providing access and any necessary information, and turning over such assets.

D. Defendants shall cooperate fully with the United States and the Commission and their agents in all attempts to collect the amounts due and effectuate the transfer of assets required pursuant to this Section. If Defendants fail to pay fully the amount due or make the

required transfers of assets at the time specified herein, then in addition to any other remedies available, Defendants agree to provide the United States and the Commission with their federal and state tax returns for the preceding two years, and to complete standard financial disclosure forms fully and accurately within ten (10) business days of receiving a request from the United States or the Commission to do so. In such an event, Defendants further authorize the United States and the Commission to verify all information provided on their financial disclosure forms with all appropriate third parties, including but not limited to financial institutions.

E. In accordance with 31 U.S.C. § 7701, Defendants are required, unless already provided, to furnish to the United States and the Commission with their taxpayer identification numbers (employer identification number), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of their relationship with the government.

F. Defendants relinquish all dominion, control, and title to the assets described in this Section IV and in Schedules A, B, and C to the fullest extent permitted by law. Defendants shall make no claim to nor demand return of the assets, directly or indirectly, through counsel or otherwise.

G. This judgment represents a civil penalty owed to the United States Government, and is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). For purposes of this Section, Defendants waive any right to contest any of the allegations in the Complaint in any subsequent civil litigation filed by or on behalf of the Commission or the United States to enforce their rights to any payment or money judgment pursuant to this Order.

H. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the United States or the Commission may initiate to enforce this Order.

V.  
APPOINTMENT AND DUTIES OF LIQUIDATOR RECEIVER

IT IS FURTHER ORDERED THAT Richard Trenk, Esq. of Trenk, DiPasquale, PC, 347 Mount Pleasant Avenue, Suite 300, West Orange, New Jersey is appointed as Liquidator Receiver ("Liquidator") with all the rights and powers of an equity receiver, over the Real Property described in Section IV.A.5 of this Order and all property listed in Attached Schedules A, B, and C (collectively, the "Property").

A. As soon as reasonably possible, the Liquidator shall, at reasonable cost and in a commercially reasonable fashion, liquidate the Property. In liquidating the accounts listed in Schedules A and C, the Liquidator shall pay any necessary brokerage fees and taxes from the proceeds. After all of the Property has been liquidated, the Liquidator shall account for the net proceeds derived, and transfer all such net proceeds to the United States. The Liquidator shall make the transfer required by this paragraph by electronic fund transfer or certified or cashier's check in accordance with instructions provided by the Office of Consumer Litigation, Civil Division, U.S. Department of Justice, Washington, D.C. 20530.

B. Upon transfer of legal and equitable title and possession the Liquidator is authorized to assume responsibility for management of the Property, including but not limited to making disbursements for operating expenses as may be appropriate, undertaking repairs, and taking any other actions necessary to efficiently manage the Property and to maintain its value.

C. The Liquidator shall take all necessary action to procure appropriate insurance for the Property, naming the Liquidator and the United States as insureds. The Liquidator may as an option keep in force the existing insurance coverage(s), each of which shall name the United States and the Liquidator as additional insureds thereunder.

D. The Liquidator shall have all necessary powers to operate and otherwise manage the Property including, without limitation, the following powers and responsibilities:

1. to take possession of the Property;
2. to supervise and oversee the management of the Property, including making payments and paying taxes as and when the Liquidator has funds available from the Property, or from the liquidation of the Property;
3. to employ such counsel, real estate agents, auctioneers, appraisers, accountants, contractors, other professionals, and other such persons as may be necessary in order to carry out his duties as Liquidator and to preserve, maintain, and protect the Property;
4. to determine or abrogate, in the Liquidator's sole sound business discretion, any or all agreements, contracts, understandings or commitments entered into by any Defendant with respect to the Property to the extent permitted by applicable law;
5. to open new accounts with, or negotiate, compromise or otherwise modify the Defendants' existing obligations with third parties, including utility companies, other service providers or suppliers of goods and services related to the Property, and to otherwise enter into such agreements,

contracts, or understandings with such third parties as are necessary to maintain, preserve, and protect the Property;

6. to open new bank accounts with respect to the Liquidator's management and operation of the Property; and
7. to apply to this Court for further directions and for such further powers as may be necessary to enable the Liquidator to fulfill his duties.

E. The Liquidator shall keep a true and accurate account of any and all receipts and expenditures and periodically file with the Court a Liquidatorship Report under oath, accurately identifying all such revenues received and expenditures made, including adequately detailed information concerning income, expenses, payables and receivables. These periodic filings shall be served by the Liquidator on the Commission, the United States, Defendants, and their respective counsel.

F. The Defendants and their agents, employees or other representatives are enjoined from interfering in any manner with the Liquidator's management and operation of the Property and the Defendants and their agents, employees or other representatives are enjoined and restrained from collecting any rents or profits which are now or hereafter become due with respect to all or any portion of the Property and from interfering in any way with United States' or the Liquidator's collection of such rents or profits.

G. The Liquidator shall not be bound by all or any unsecured contracts, agreements, understandings or other commitments in the nature of service contracts the Defendants had, have or may have with third parties with respect to the Property, whether oral or written, and the Liquidator shall be authorized, by affirmative written ratification executed by the Liquidator, to



agree to become bound by any such contracts, agreements, understandings or other commitments, or may agree to enter into new or amended contracts, agreements, understandings or other commitments.

H. Any and all sums collected by the Liquidator over and above those necessary to manage the Property or those necessary to make payments authorized by this Order shall be paid to the United States as directed by the United States.

I. The Liquidator is entitled to reasonable compensation for the performance of duties undertaken pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by him. The Liquidator's compensation and the compensation of any persons hired by him are to be paid solely from the Property and the proceeds of the sale of the Property, and such payments shall have priority over all other distributions except for any transfer fees, recording fees, or other payments owed through the transfer of the Property at the time of its sale.

J. The Liquidator shall file with the Court and serve on the parties a request for the payment of reasonable compensation at the time of the filing of periodic reports and no less than every sixty (60) days. The Liquidator shall not increase the fees or rates used as the bases for such fee applications without prior approval of the United States and the Court. The Defendants shall have no right to object to the Liquidator's fees or compensation. Absent a violation of this Order that causes the Liquidator to incur fees or expenses, Defendants shall not be liable for the Liquidator's fees or expenses beyond the amount paid pursuant to Section IV.

K. Upon the final transfer of all funds to the United States pursuant to this Section V the duties of the Liquidator shall terminate. The Liquidator shall file his final application for fees, complete liquidation, and terminate his service within 270 days of the execution of this

Order, unless good cause is shown to extend beyond 270 days. At the termination of Liquidator's duties, the Liquidator shall transfer any unliquidated right, title, and interest in the Property to the United States.

VI.  
CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendants, and their agents, servants, and employees, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from:

A. disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any person which any Defendant obtained prior to entry of this Order in connection with any charitable solicitation or for-profit telemarketing in which Corporate Defendants were wholly or partially involved.

B. failing, within fourteen (14) days after entry of this Order, to transfer possession of all such customer information related to charitable solicitation to the United States (subject to any legally valid interests of third parties). This transfer shall be made in accordance with instructions provided by the Office of Consumer Litigation, Civil Division, U.S. Department of Justice, Washington, D.C. 20530. Defendants must either destroy or return to the rightful owner all other customer information in their possession within fourteen (14) days after entry of this Order.

VII.  
COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purposes of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) business days of receipt of written notice from a representative of the Commission or the United States, Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission and the United States are authorized to use all other lawful means, including but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;
2. having their representatives pose as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by any Defendant, without the necessity of identification or prior notice; and

C. Defendants each shall permit representatives of the Commission and the United States to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present. *Provided however*, that nothing in this Order shall limit the Commission's or the United States' lawful use of compulsory process,

pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

VIII.  
COMPLIANCE REPORTING

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order,
  1. Individual Defendant shall notify the Commission of the following:
    - a. Any changes in such Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
    - b. Any changes in such Defendant's employment status (including self-employment), and any change in such Defendant's ownership of more than one percent of any business entity within ten (10) days of the date of such change. Such notice shall include the name and address of each business that such Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of such Defendant's duties and responsibilities in connection with the business or employment; and
    - c. Any changes in such Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change;

2. Defendants shall notify the Commission of any changes in structure of Corporate Defendants or any business entity that any Defendant directly or indirectly controls, or has a more than one percent ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any such change in the business entity about which a Defendant learns less than thirty (30) days prior to the date such action is to take place, such Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of eight (8) years, Defendants each shall provide a written report to the Commission, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order.

This report shall include, but not be limited to:

1. For Individual Defendant:
  - a. Defendant's then-current residence address, mailing addresses, and telephone numbers;

- b. Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment; and
  - c. Any other changes required to be reported under Subsection A of this Section.
2. For all Defendants:
- a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled "Distribution of Order;" and
  - b. Any other changes required to be reported under Subsection A of this Section.

C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement  
Bureau of Consumer Protection  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580  
RE: FTC v. Civic Development Group et al., C3810

*Provided* that, in lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Commission at: DEBrief@ftc.gov.

E. For the purposes of this Order, Defendants and the Liquidator shall, unless otherwise directed in writing by a representative of the United States, identify all written notifications or other material required to be sent to the United States, as in reference to DJ# 102-3399, and send them by overnight courier to:

Director, Office of Consumer Litigation  
U.S. Department of Justice - Civil Division  
450 Fifth Street, NW, Suite 6400  
Washington, DC 20001

F. For purposes of the compliance reporting and monitoring required by this Order, the Commission and the United States are authorized to communicate directly with each Defendant.

IX.  
RECORDKEEPING

IT IS FURTHER ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, sale, or distribution of any product or service, for a period of ten (10) years from the date of entry of this Order, Corporate Defendants, and Individual Defendant for any business for which he, individually or collectively, is the majority owner or directly or indirectly controls, are hereby restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly or indirectly, such as through a third party,) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the Commission pursuant to the Section titled "Compliance Reporting."

X.  
DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

A. Corporate Defendants: Corporate Defendants must deliver a copy of this Order to (1) all of their principals, officers, directors, and managers; (2) all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any



business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

B. Individual Defendant as control person: For any business that Individual Defendant controls, directly or indirectly, or in which such Defendant has a majority ownership interest, such Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

C. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

XI.  
ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that each Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.


XII.  
SEVERABILITY

IT IS FURTHER ORDERED that if and to the extent that any provision in this Order is determined to be void or unenforceable as to any Defendant, then as to that Defendant that provision shall be deemed severable from the remaining provisions of this Order, which shall remain in full force and effect.

XIII.  
RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this 29<sup>th</sup> day of March 2010.

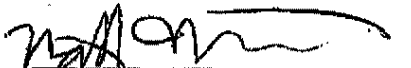
  
THE HONORABLE FAITH S. HOCHBERG  
UNITED STATES DISTRICT JUDGE  
United States District Court for the  
District of New Jersey

**STIPULATED AND AGREED TO:**

**FOR THE COMMISSION:**

JAMES A. KOHM,  
Associate Director,  
Division of Enforcement

ROBERT S. KAYE,  
Assistant Director,  
Division of Enforcement



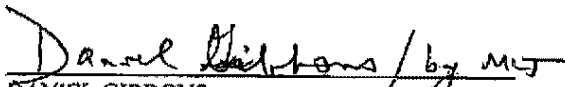
MATTHEW J. WILSHIRE, Attorney  
Federal Trade Commission  
Division of Enforcement  
600 Pennsylvania Ave., N.W.  
NJ-2122  
Washington, D.C. 20580

202-326-2976 (tel)  
202-326-2558 (fax)  
mwilshire@ftc.gov



WILLARD K. TOM  
General Counsel  
**FOR THE PLAINTIFF**  
**THE UNITED STATES OF AMERICA:**

TONY WEST  
Assistant Attorney General  
Civil Division  
U.S. Department of Justice

PAUL J. FISHMAN  
United States Attorney for the  
District of New Jersey

  
DANIEL GIBBONS  
Assistant U.S. Attorney

**FOR THE DEFENDANTS:**

  
MATTHEW OLIVER  
Lowenstein Sandler PC  
65 Livingston Ave.  
Roseland, New Jersey 07068  
973-597-2500  
Attorneys for Defendants  
Scott M. Pasch, individually and  
as Vice President of Civic Development  
Group, LLC and President of CDG  
Management, LLC  
Lisa Pasch, as to Sections IV.A, IV.C and  
V.F only

EUGENE M. THIROLF  
Director  
Office of Consumer Litigation

KENNETH L. JOST  
Deputy Director  
Office of Consumer Litigation

A handwritten signature in black ink, appearing to read "Mark L. Josephs", written over a horizontal line.

MARK L. JOSEPHS  
ROGER GURAL  
Trial Attorneys  
Office of Consumer Litigation  
U.S. Department of Justice  
P.O. Box 386  
Washington, D.C. 20044  
Phone: (202) 305-3630  
Fax: (202) 514-8742  
E-mail: mark.josephs@usdoj.gov

**SCHEDULE A (Financial Accounts - Pasch)**

		<b>Balance as of 2-04-2010</b>
1.	Wells Fargo Advisors Account Number [REDACTED]	\$56,510
2.	Wells Fargo Advisors Account Number [REDACTED]	\$0
3.	Wells Fargo Advisors Account Number [REDACTED]	\$0
4.	Wells Fargo Advisors Account Number [REDACTED]	\$108,736
5.	Wells Fargo Advisors Account Number [REDACTED]	\$93,024
6.	UBS Account Number [REDACTED]	\$205,340
7.	UBS Account Number [REDACTED]	\$59,155
8.	UBS Account Number [REDACTED]	\$2,283
9.	Additional payment to account for (a) FTC's consent to Defendant Pasch turning over primary residence in settlement rather than secondary residence, as set forth in the Certification executed by the parties on January 28, 2010, and (b) interim withdrawals from accounts	\$236,084

**SCHEDULE B (PERSONAL PROPERTY)**

1. All vehicles identified in Item 21 of Defendant Pasch's sworn financial statement ("financial statement") and Exhibit L thereto:
  - A. 2004 Mercedes Benz model CLK320, VIN: WW200916100004182;
  - B. 2002 Mercedes Benz model G500, VIN: WW200933600009523;
  - C. 2007 Mercedes Benz model B, VIN: J4RV20063040478; and
  - D. 2006 Bentley model Flying Spur, VIN: WW200928200004375.
2. The net proceeds from the auction sale of the wine collection identified in Item 20 of the financial statement as described in the Auction Proposal attached thereto as Exhibit G and attached to this Schedule as Exhibit 1. Defendant Pasch represents that upon signing this Order he will direct the auction company in writing to hold and transfer the sale proceeds directly to the Liquidator after entry of the Order.
3. The guitar collection identified in Item 20 of the financial statement as described in Exhibits H and I thereto and attached to this Schedule at Exhibit 2.
4. The pieces of jewelry described in numbered paragraphs 1, 2, 8, 9, 10, 11, 12, 13 and 14 in Item 20 of the financial statement and Exhibit K thereto attached to this Schedule as Exhibit 3.
5. The artwork or net sale proceeds of the artwork identified in Item 20 of the financial statement described in Exhibits D and E thereto and attached to this Schedule as Exhibit 4. Defendant Pasch represents that immediately upon receipt of the proceeds from the auction sale of the artwork described in Exhibit D, he will transfer the proceeds to Lowenstein Sandler to hold in escrow, and upon entry of the Order, Lowenstein Sandler will transfer those funds to the Liquidator in accordance with the Order and as directed by the Liquidator. As to the artwork identified in Exhibit E on consignment at the time Defendant Pasch signs this Order, Defendant Pasch represents that if the artwork is sold he will direct the art gallery in writing to hold and transfer the net sale proceeds directly to the Liquidator after entry of the Order.
6. All right, title, and interest Defendant Pasch may have in any remaining retainers for legal services, including any retainers held by Lowenstein Sandler, PC, after accounting for work performed prior to the date of entry of the Order.
7. All right, title, and interest Defendant Pasch may have to interest or payments made in connection with any loan or investment to or in Financial Processing Services, Dolores Keezer, or both, including any payments or assets received in connection with such loan or investment after Defendant Pasch signs this Order.

**Pasch Schedule B**  
**Exhibit 1**

**Item 20. Personal Property**

List all personal property, by category, whether held for personal use or for investment, including but not limited to, furniture and household goods of value, computer equipment, electronics, coins, stamps, artwork, gemstones, jewelry, bullion, other collectibles, copyrights, patents, and other intellectual property, held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.

<u>Property Category</u> (e.g., artwork, jewelry)	<u>Name of Owner</u>	<u>Property Location</u>	<u>Acquisition Cost</u>	<u>Current Value</u>
Artwork	Scott & Lisa Pasch	Warren NJ Residence	\$ 2,500,000	\$ ~1,400,000
Artwork (continued from above)	Scott & Lisa Pasch	Consigned in London and FL	\$ included	\$ included
Wine	Scott & Lisa Pasch	Consigned to Zachy's	\$ Unknown	\$ ~250,000
Guitars	Scott & Lisa Pasch	Warren NJ Residence	\$ Unknown	\$ ~700,000
Jewelry	Scott & Lisa Pasch	Warren NJ Residence	\$ 700,000	\$ ~300,000
See Exhibits D-K for lists of	property and	valuation support	\$	\$

**Item 21. Cars, Trucks, Motorcycles, Boats, Airplanes, and Other Vehicles**

List all cars, trucks, motorcycles, boats, airplanes, and other vehicles owned or operated by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.

• Vehicle Type Car Make Mercedes Benz Model CLK320 Year 2004

Registered Owner's Name Scott Pasch Registration State & No. NJ WW200916100004182

Address of Vehicle's Location Warren NJ Residence

Purchase Price \$ ~50,000 Current Value \$ ~20,000 Retail Account/Loan No. None

Lender's Name and Address None

Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

• Vehicle Type Car Make Mercedes Benz Model G500 AWD Year 2002

Registered Owner's Name Scott Pasch Registration State & No. NJ WW200933600009523

Address of Vehicle's Location Warren NJ Residence

Purchase Price \$ 77,000 Current Value \$ ~25,000 Account/Loan No. None

Lender's Name and Address None

Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A



**ATTACHMENTS**

**Item 33. Documents Attached to this Financial Statement**

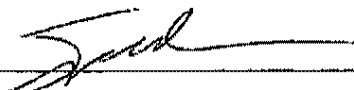
List all documents that are being submitted with this financial statement.

<u>Item No. Document Relates To</u>	<u>Description of Document</u>
9	Supplement Pending Lawsuits (Exhibit A)
12,13,14,19,29	Financial Information (Cash, Securities, etc.) (Exhibit B)
18	Supplement Life Insurance (Exhibit C)
20	Artwork list and valuations (Exhibits D-F)
20	Wine list and valuations (Exhibit G)
20	Guitar list and valuations (Exhibits H-J)
20	Jewelry list (Exhibit K)
21	Supplement Car Information (Exhibit L)
22	Home valuations (Exhibits M-N)
27	2006-2008 Personal Income Tax Returns

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

2/4/10  
(Date)

  
Signature

# **EXHIBIT G**

ZACHYS WINE AUCTIONS, INC.  
39 Westmoreland Ave.  
White Plains, NY 10606  
Ph: (914) 448-3026 Fax: (914) 266-4544

Date: November 20, 2009

Seller: Scott and Lisa Pasch

Address: 7 Kensington Court  
Warren, NJ 07059

#### CONSIGNMENT CONTRACT

This Agreement (this "Agreement"), dated as of the date set forth above, is by and between ZACHYS WINE AUCTIONS, INC a New York Corporation having an address at 39 Westmoreland Ave, White Plains, New York 10606 ("ZA") and the above referenced Seller, having an address as set forth above ("Seller").

1. **Consignment.** Seller appoints ZA as the sole and exclusive sales agent to auction the products listed on Schedule A hereto (the "Products") which Schedule A may be amended or supplemented from time to time as so noted in paragraph 5 below (the "Products"). Seller hereby consigns to ZA the Products for auction by ZA in accordance with this Agreement and the Conditions of Sale and Information for Buyers in effect at the time of any applicable auction.

2. **Commissions.** Consignment commission will be 2% of the final hammer.

3. **Product Delivery.** Seller shall deliver the Products to such location as ZA shall designate, or shall make the Products available for pickup, no later than 60 days prior to the scheduled date of the initial auction in which ZA intends to include the Products. Seller shall also provide ZA with itemized inventory of Products to be picked up by or delivered to ZA. Itemized inventory will be subject to confirmation by ZA once Products are received in ZA's warehouse. Delivery of Products without itemized inventory will forfeit any and all claims by Seller regarding alleged delivery of Product in whole or in part. Upon request, ZA may recommend a carrier/packer, provided, that ZA shall have no liability therefore, and all packing, transporting, delivering and insuring of the Products will be at Seller's sole expense and risk. ZA shall arrange for storage on behalf of any Products delivered to ZA, and at no expense to Seller (except as provided in paragraph 2(b)). If ZA agrees to Seller's request to pick up Products, Seller will pay ZA all costs and expenses associated therewith including the cost of all packing materials, and trip expenses incurred by ZA for on-site inspection/inventory. The cost of which will be deducted from payments owed by ZA to Seller. Seller will also be responsible for all costs of boxes needing to be replaced to ensure proper storage as ZA sees fit. ZA will provide transportation of Products to their warehouse(s) at no cost to Seller.

4. **Method of Sale.** ZA shall have complete discretion as the place, date and manner of sale, the Conditions of Sale, the illustration, and/or the description of the Products in its catalogues or other literature, and the combination or division of the Products into such lots and/or separate auctions as ZA shall determine. ZA may, in its sole discretion, sell the Products in Los Angeles with ZA Auctions Inc, in Hong Kong or on the Internet. Selling the wines in Los Angeles, Hong Kong or on the internet does not change any aspect of this contract.

5. **Estimates and final inventory.** Any appraisal, estimate or other statement of value by ZA or its representatives with respect to the estimated value or selling price of any Product ("Estimates"), whether made orally or in any writing, are opinions of ZA based on recent market value for Product in Excellent Condition. Estimates shall not be relied upon by Seller or any third party as a prediction or guarantee of the actual selling price, and in no event shall ZA be liable for the failure of any Product to be sold at any such Estimate or the reserve price therefore. ZA reserves the right to change Estimates at any time before a sale based on any considerations deemed relevant by ZA. At ZA's sole discretion, following physical inspection of inventory, ZA will provide Seller with notice of any items not previously represented, items represented but not delivered to ZA or with an updated schedule A; provided, however, that any such Estimates on items not previously represented will be subject to the provisions hereof.

6. **Reserves.** All Products will be sold subject to a reserve, which is the minimum price below which the Product will not be sold. Reserves are set at 80% of the low estimate (90% if in original wooden case), and then rounded down to the nearest bidding increment, or as otherwise agreed. In any case, reserves will not be greater than the low estimate. All reserves will be held in confidence by ZA. If bidding does not reach the reserve on any Product, it will be withdrawn from sale by the auctioneer. ZA reserves the right to sell any Product at a price below the Reserve; however, in such event ZA will be responsible to Seller for the difference between the hammer price and such Reserve.

Consignor's Initials SPU

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**7. No Bidding By Seller.** Seller shall not, directly or indirectly by or through any of its representatives or agents (other than ZA), enter or cause to be entered a bid on any of Seller's Product being offered for sale.

**8. Withdrawal of Products.** (a) No Withdrawal by Seller. No Product may be withdrawn by the Seller after the date hereof. If ZA consents to a withdrawal by Seller, the Product may be withdrawn upon payment of 25% of (i) the reserve price, or (ii) if the reserve has not yet been set, the valuation base (as defined in paragraph 14 hereof), in either case plus all out-of-pocket expenses incurred by ZA for packing, shipping or delivery.

(b) Withdrawal by ZA. ZA reserves the right to withdraw any Product at any time before actual sale if in ZA's sole judgment (i) there is doubt as to the attribution, authenticity, quality or potability of the Product, (ii) there is doubt as to the accuracy of Seller's representations or warranties set forth herein in any aspect, (iii) Seller has breached or is about to breach any provision hereof, (iv) there is doubt as to Seller's title to the Product, or (v) for other just cause including, without limitation, cancellation of any auction. In any such event, ZA will return to Seller the Product withdrawn at no penalty to Seller, but at Seller's sole cost and expense.

**9. Unsold Products.** (a) Unsold Product. For any Product offered but not sold during the auction, ZA may, in its sole discretion, sell any such Product in a private sale for no less than the reserve amount (except as provided in Section 6), provided that such sale occurs within ten days of the auction's conclusion. Unless otherwise instructed by Seller in writing as set forth below, any Products not sold in auction or pursuant to such private sale shall be retained by ZA and will be placed in a future sale. Any such future sale (i) may or may not be the sale immediately following the one in which the Product did not sell, (ii) may be live or via internet, (iii) shall be subject to a commission rate of 2%, and (iv) shall be at such prices, including reserves, and upon such terms and conditions, as ZA shall determine in its sole and absolute discretion. There will be no service charge with respect to unsold Products, and there will be no charge to Seller for the storage of unsold Product, except as provided below. The proceeds of such subsequent sale shall be remitted to Seller in accordance with the terms of this Agreement.

(b) Reclaim of Unsold Product. If Seller wishes to reclaim unsold Product, (i) ZA must receive written notice from Seller within 30 days of the auction in which the Product was offered for sale, and (ii) any such Product must be reclaimed by Seller and removed from ZA warehouse, at Seller's sole cost and expense, within 60 days from the date of such auction. Thereafter, Product will be transferred to a public wine storage facility, and Seller will be responsible for whatever storage and insurance charges incur. Seller shall not be entitled to reclaim any unsold Product until all commissions, expenses and other amounts owed to ZA have been paid in full.

**10. Settlement of Account.** ZA will pay Seller the net proceeds of monies received and collected from buyer from the sale of Seller's Products, less any commissions, reimbursable expenses and any other amounts due to ZA from Seller (whether arising out of the sale of the Product or otherwise). ZA will make first such payment to Seller within 60 calendar days after the sale unless, prior to the expiration of such 60 day period, (a) ZA shall have received notice of the Buyer's intention to rescind the sale or any other claim relating to the Product or its sale, or (b) ZA shall have for any reason refunded such proceeds to the Buyer. If necessary, additional payments will occur on the twenty-fifth day of the following month with a minimum of twenty days between payments. All payments for sales conducted in the United States shall be made in US Dollars.

For sales conducted in Hong Kong, Seller may elect to receive payments in either HK Dollars or US Dollars. The currency exchange rate on date Product is sold will be applicable to payments. In Hong Kong sales, for all non Hong Kong residents, there is a 0.5% tax to the Seller on the hammer price of all product sold on Seller behalf. This tax will be deducted from Seller's proceeds and paid to the Hong Kong Government.

**11. Non-Payment By Buyer.** In the event of nonpayment by the Buyer, ZA may cancel the sale and return the Product to Seller, enforce payment by the Buyer, or take any other actions permitted by law, as ZA shall determine in its sole discretion. In no event shall ZA be liable for any incidental or consequential damages resulting to Seller as a result of any breach or failure by the Buyer.

**12. Rescission of Sale.** ZA is authorized to accept the return and rescind the sale of any Product at any time if ZA, in its sole judgment, determines that there is a genuine issue as to quality, authenticity or title of the Product, or there exists any other circumstance which, if not remedied, could, in the sole opinion of ZA, result in liability to ZA therefore. In such event, ZA is further authorized to refund or credit to the Buyer the purchase price of such returned Product, and if ZA has already remitted to Seller any proceeds of the rescinded sale, Seller shall, immediately upon notice by ZA, pay to ZA an amount equal to the remitted proceeds; however, in no event shall Seller reimburse ZA more than the Seller received from ZA for the rescinded sale Product.

**13. Buyer's Claim.** After the sale, if within 30 days following receipt of Product, a Buyer notifies ZA in writing of a claim that the lot is short or ullaged or that any statement of opinion in the catalogue is not well-founded, ZA in its sole and absolute discretion will decide such claim as between the Buyer and Seller. ZA may decide that the sale stand or be rescinded and that the purchase price be refunded in whole or in part. ZA's decision will be final and binding on Buyer and Seller, and no action shall be brought in connection with any claim, except on and in accordance with ZA's decision.

Consignor's Initial SLP

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14. **Insurance.** Insurance coverage of all Product will be furnished by ZA as follows: Product will be insured by ZA for any loss or breakage commencing (a) in the case of a pickup by ZA at a location designated by Seller, from the time of such pickup, and (b) in the case of Product received at ZA's premises or a warehouse designated by ZA, from the time of receipt, and in each case such coverage will cease upon the fall of the hammer during the auction. Insurance coverage shall be for an amount not to exceed (i) if the Product has been sold, the hammer price, or (ii) if the Product has not been sold, an amount equal to the mean of our estimates at the time of loss or breakage. Either such amount shall be referred to herein as the "valuation base". ZA's liability to Seller resulting from loss or breakage of any Product shall not exceed the above-mentioned insurance coverage of such Product and will exclude any breakage or loss caused by earthquake, flood, failed cork or any other loss that could normally happen to a bottle of wine. Seller shall, without exception, be charged at a rate of one percent (1%) of the hammer total of the Products being offered at auction in respect of insurance coverage. Any claim will be less the deductible required by the insurance company for the policy in effect at the time. ALL INSURANCE CLAIMS SHALL BE LIMITED TO THE PHYSICAL INVENTORY TAKEN BY ZACHYS, NOTICE OF WHICH WILL BE PROVIDED TO SELLER PROMPTLY UPON COMPLETION.

15. **Rights to Images of Products.** ZA retains the exclusive right to videotape or photograph the Product for catalogue advertising purposes. ZA retains the exclusive copyright to all catalogue text, illustrations and descriptions of the Products. ZA shall not use Seller's name in its catalogues or advertising, or disclose Seller's name or identity to third parties unless Seller has placed its initials after this paragraph or notifies us either verbally or in writing of Seller's wishes to use Seller's name in ZA's catalogues or advertising or disclose Seller's name or identity to third parties.

16. **Tasting & Capsules.** ZA may taste sample bottles from the inventory received for consignment in order to assess quality and auction-worthiness of the Product. ZA may select bottles from the consignment inventory to be opened for prospective bidders at pre-auction events, day-of-sale tasting, or other promotional purposes. ZA may cut capsules in order to inspect cork and markings to confirm authenticity.

17. **Sales Tax.** ZA shall collect from Buyers all sales taxes due, if any, and will timely remit to the appropriate agencies all such sales taxes.

18. **SELLER'S REPRESENTATIONS AND WARRANTIES:** SELLER REPRESENTS AND WARRANTS THAT (i) SELLER HAS THE RIGHT AND TITLE TO CONSIGN THE PRODUCTS FOR SALE, (ii) THE PRODUCTS ARE, AND UNTIL COMPLETION OF SALE BY ZA, WILL BE, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES OF OTHERS ("LIENS") OR RESTRICTIONS ON ZA'S RIGHT TO OFFER AND SELL THE PRODUCTS AT AUCTION, (iii) GOOD TITLE WILL PASS TO THE BUYER OF ALL PRODUCTS FREE AND CLEAR OF ANY SUCH LIENS OR RESTRICTIONS. THESE REPRESENTATIONS AND WARRANTIES SHALL SURVIVE THE COMPLETION OF THE TRANSACTIONS CONTEMPLATED HEREBY. SELLER SHALL NOTIFY ZA PROMPTLY IN WRITING OF ANY EVENTS OR CIRCUMSTANCES THAT MAY CAUSE THE FOREGOING TO BE INACCURATE OR BREACHED IN ANY WAY. IF SELLER IS ACTING AS AN AGENT FOR A PRINCIPAL, SELLER AND PRINCIPAL, JOINTLY AND SEVERALLY, ASSUME ALL OF THE OBLIGATIONS UNDER THIS AGREEMENT. SELLER AGREES THAT THE INTENDED BENEFICIARIES OF THIS PROVISION INCLUDE ALL BUYERS OF THE PRODUCTS.

19. **Additional Representations and Warranties.** (a) **By Seller.** Seller represents and warrants to ZA that (i) it has full power and authority (if Seller is a legal entity) or legal capacity (if Seller is an individual) to enter into this Agreement and perform its obligations hereunder, (ii) if Seller is a legal entity, this Agreement has been duly authorized and validly executed and, upon execution by ZA, constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, and (iii) if Seller is a manufacturer of Product, sale by the Seller of the Product through ZA is for promotional purposes and is not being done to circumvent applicable laws regarding distribution of beverage alcohol.

(b) **By ZA.** ZA represents and warrants to Seller that (i) it has full power and to enter into this Agreement and perform its obligations hereunder, (ii), this Agreement has been duly authorized and validly executed and, upon execution by Seller, constitutes a legal, valid and binding obligation of ZA, enforceable against ZA in accordance with its terms, and (iii) it is licensed and permitted under the laws of the State of New York to sell the Products in the State of New York.

20. **Indemnification.** Seller shall indemnify, defend, and hold harmless ZA and its affiliates, and their respective officers, directors, shareholders, members, managers, attorneys, agents, consultants, employees and other representatives (collectively, "Indemnitees") from and against any and all claims, liabilities and expenses (including, without limitation, interest, penalties and attorney's fees and amounts paid in investigation, defending or settling any of the foregoing), whether in an action between the parties hereto or between or among any Indemnitees and any third party, arising out of or related to: (a) any acts by or omissions of Seller, its agents, employees, or representatives, relating to or affecting the Products, (b) any breach or inaccuracy of any of the representations, warranties, covenants or agreements made by Seller in connection with the transactions contemplated herein, (c) the claims of third parties claiming or challenging title to any Product consigned hereunder, and /or (d) any claims of Buyers, persons claiming for Buyers or for any other person resulting from ZA's offering for sale or selling any Product consigned hereunder, whether or not the Product has been offered, sold, or returned to ZA.

Consignor's Initials QUP

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21. Miscellaneous. (a) This Agreement shall be governed by the internal laws of the State of New York; (b) any disputes arising in connection herewith shall be exclusively resolved in the State of New York before a panel of three arbitrators of the American Arbitration Association (the "AAA") in accordance with its rules on commercial arbitration; (c) the parties hereby irrevocably consent to the exclusive jurisdiction of the State of New York, waive any objection to personal jurisdiction, and waive the right to trial by jury. In furtherance thereof, if Seller is not a United States citizen, Seller hereby appoints \_\_\_\_\_ as its Authorized Agent for service of process in the State of New York with respect to any matter arising out of or relating to this Agreement, and represents that such party has agreed to serve as Seller's Authorized Agent in such regard; (d) any notices hereunder shall be in writing and shall be deemed given if delivered either personally, by overnight delivery or sent by certified or registered mail, postage prepaid, to a party at its respective address as set forth above; (e) this Agreement, together with the Schedules hereto, as they may be amended from time to time as provided herein, contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any and all prior agreements oral or written among the parties hereto concerning the subject matter hereof, which prior agreements are hereby cancelled. This Agreement may not be amended or terminated orally; (f) ZA has the sole right to amend or replace any of the foregoing Schedules, which, as so amended, shall be deemed incorporated by reference herein and made a part hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first written above

ZACHYS WINE AUCTIONS, INC.

By: [Signature]  
Jeff Zacharia  
President  
Date: 11/21/09

Seller:  
By: [Signature]  
Name: Scott Pasch

Date: 11/23/09

By: [Signature]  
Name: Lisa Pasch

Date: 11/23/09

Consignor's Initials [Signature]



# Auction Proposal

For  
*Scott Pasch*

39 Westmoreland Ave.  
White Plains, NY 10601  
Tel: (914)448-3026  
Fax: (914)208-4544  
Email: Auction@zachys.com

V124467  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	647 Btls	750ml
High Estimate:	320,812	72 Btls	1.6l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btls	5l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
1	1984	Petrus 1984 (1.5L)	3,000	4,500			3,000	4
2	1975	Lafite Rothschild 1975 (750ML)	200	300			400	
1	1978	Lafite Rothschild 1978 (3L)	750	1,100			750	1
3	1976	Lafite Rothschild 1976 (750ML)	200	300			600	
3	1978	Lafite Rothschild 1978 (1.5L)	400	600			1,200	1
1	1978	Lafite Rothschild 1978 (3L)	800	1,200			800	1
1	1978	Lafite Rothschild 1978 (6L)	1,800	2,900			1,800	2
1	1982	Beychevelle 1982 (3L)	433	833			433	
3	1982	Canon 1982 (1.5L)	233	333			700	1
3	1982	La Dominique 1982 (1.5L)	150	217			450	
3	1982	Petrus 1982 (750ML)	2,500	3,750			7,500	11
1	1982	Pichon Longueville Comtesse de Lalande 1982 (3L)	2,400	3,500			2,400	3
3	1982	Trotanoy 1982 (750ML)	200	300			600	
1	1983	Lafite Rothschild 1983 (3L)	1,000	1,687			1,000	1
3	1983	Palmer 1983 (750ML)	317	542			950	1
1	1985	Haut Brion 1985 (3L)	1,100	1,600			1,100	1
1	1985	Lafite Rothschild 1985 (6L)	2,400	3,600			2,400	3
1	1985	Lynch Bages 1985 (3L)	700	1,000			700	1
1	1985	Mouton Rothschild 1985 (6L)	1,500	2,200			1,500	2
3	1988	Lafite Rothschild 1988 (1.5L)	700	1,100			2,100	3
1	1989	Lafite Rothschild 1989 (3L)	1,400	2,000			1,400	2
1	1989	Lafite Rothschild 1989 (6L)	3,000	4,400			3,000	4
3	1989	Petrus 1989 (750ML)	2,000	3,000			6,000	9



**Auction Proposal**  
For  
*Scott Pasch*

39 Westmoreland Ave.  
White Plains, NY 10601  
Tel: (914)448-3026  
Fax: (914)206-4544  
Email: Auction@zachys.com

V124457  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,612	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btl	9l

873 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext. Low	Ext. High
12	1990	Margaux 1990 (375ML)	250	375			3,000	4
3	1990	Petrus 1990 (750ML)	2,000	3,000			6,000	9
10	1992	Petrus 1992 (750ML)	417	625			4,167	6
1	1993	Lafite Rothschild 1993 (6L)	1,800	2,800			1,800	2
1	1994	L'Evangile 1994 (6L)	500	750			500	
6	1994	Petrus 1994 (750ML)	500	750			3,000	4
18	1995	Ducru Beaucaillou 1995 (375ML)	50	75			900	1
6	1988	Clos de Vougeot Domaine Leroy 1988 (750ML)	200	300			1,200	1
3	1988	Clos de Vougeot Domaine Leroy 1988 (750ML)	200	300			600	
6	1989	Vosne Romanee Les Beaux Monts Domaine Leroy 1989 (750ml)	167	250			1,000	1
1	1990	Clos de Vougeot Meo-Camuzet 1990 (1.5L)	500	750			500	
6	1990	Gevrey Chambertin Clos St Jacques Michel Esmonin 1990 (750ML)	71	108			425	
6	1990	Vosne Romanee Les Beaux Monts Domaine Leroy 1990 (750ml)	333	500			2,000	3
6	1991	Vosne Romanee Les Beaux Monts Domaine Leroy 1991 (750ml)	183	267			1,100	1
12	1995	La Tache Domaine de la Romanee Conti 1995 (750ML)	792	1,167	9,500	14,000	9,500	14
6	1995	Nuits St Georges Aux Murgers Meo-Camuzet 1995 (750ml)	63	92			375	
12	1995	Nuits St Georges Vignerondes Domaine Leroy 1995 (750ml)	75	108	900	1,300	900	1
3	1995	Vosne Romanee Les Chaumes Meo Camuzet 1995 (750ML)	63	92			198	
12	1996	Clos de Vougeot Domaine Leroy 1996 (750ML)	233	333	2,800	4,000	2,800	4
1	1998	Echezeaux Domaine de la Romanee Conti 1998 (1.5L)	750	1,100			750	1
12	1999	Latricieres Chambertin Dominique Laurent 1999 (750ml)	100	150	1,200	1,800	1,200	1
5	1999	Mazis Chambertin Frederic Esmonin 1999 (750ml)	60	75			250	
12	1999	Nuits St Georges Aux Allots Domaine Leroy 1999 (750ML)	100	150	1,200	1,800	1,200	1





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Email: Auction@zachys.com

V124457  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,812	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btls	6l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
6	1996	Nuits St Georges Aux Boudots Meo-Camuzet 1996 (750ML)	75	117			450	
6	1996	Nuits St Georges Aux Lavieres Domaine Leroy 1996 (750ML)	100	150			600	
4	1996	Richebourg A-F Gros 1996 (750ml)	167	250			667	1
12	1996	Ruchottes Chamberlin Frederic Esmonin 1996 (750ML)	50	75	600	900	600	
1	1996	Vosne Romanee Cros Parantoux Emmanuel Rouget 1996 (1.5L)	667	1,000			667	1
1	1997	Clos de la Roche Nicolas Potei 1997 (1.5L)	133	200			133	
6	1999	Chames Chamberlin Hubert Lignier 1999 (750ML)	108	158			650	
1	1999	Clos de la Roche Dujac 1999 (3L)	1,200	1,800			1,200	1
10	1999	Clos Vougeot Jean Grivot 1999 (750ML)	58	83			583	
6	1999	Corton Clos Des Cortons Faiveley 1999 (750ML)	83	125			500	
6	1999	Echezeaux Emmanuel Rouget 1999 (750ml)	117	187			583	
12	1999	Echezeaux Jean Grivot 1999 (750ML)	108	158	1,300	1,900	1,300	1
6	1999	Gevray Chamberlin Clos St Jacques Amand Rousseau 1999 (750ML)	200	300			1,000	1
1	1999	La Romanee Bouchard Pere et Fils 1999 (3L)	1,400	2,000			1,400	2
9	1999	Musigny Vieilles Vignes Comte Georges de Vogue 1999 (750ML)	333	500			3,000	4
12	1999	Richebourg Anne Gros 1999 (750ML)	300	450	3,500	5,400	3,800	5
3	2002	Grands Echezeaux Domaine de la Romanee Conil 2002 (750ML)	350	550			1,050	1
1	1990	Batard Montrachet Louis Latour 1990 (750ML)	83	125			83	
3	1995	Montrachet Bouchard 1995 (750ML)	133	200			400	
9	1996	Puligny Montrachet Les Pucelles Domaine Leflaive 1996 (750ML)	150	250			1,350	2
6	1997	Chaseagne Montrachet Les Ruchottes Domaine Ramonet 1997 (750ML)	42	83			290	
4	1998	Meursault Caillerets Coche-Dury 1998 (750ML)	167	250			667	1
2	1998	Montrachet Domaine Ramonet 1998 (750ML)	317	458			633	



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V124457  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,612	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btls	6l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
4	1999	Batard Montrachet Domaine Leflaive 1999 (750ML)	167	250			667	1
2	1999	Bienvenues Batard Montrachet Domaine Ramonet 1999 (1.5L)	250	400			500	
5	1999	Bienvenues Batard Montrachet Domaine Ramonet 1999 (750ML)	110	180			550	
4	1999	Chassagne Montrachet Les Ruchottes Domaine Ramonet 1999 (1.5L)	167	250			667	1
10	1999	Corton Charlemagne Louis Jadot 1999 (750ML)	50	75			500	
4	1999	Meursault Charmes Comtes Lafon 1999 (750ML)	125	183			500	
1	1999	Montrachet Sauzet 1999 (1.5L)	500	750			500	
11	2000	Bienvenues Batard Montrachet Domaine Ramonet 2000 (750ML)	100	160			1,100	1
6	2000	Corton Charlemagne Louis Lalour 2000 (750ML)	42	83			250	
6	2000	Meursault Genevrieres Comtes Lafon 2000 (750ml)	100	150			600	
8	1998	Chateau du Pape Hommage a Jacques Perrin Chateau Beaucastel 1998 (750ML)	250	400			1,500	2
6	1998	Chateau du Pape Hommage a Jacques Perrin Chateau Beaucastel 1998 (750ML)	260	400			1,500	2
3	1990	Solaia Antinori 1990 (750ML)	187	250			500	
2	1995	Masseio 1995 (1.5L)	433	633			867	1
6	1995	Masseio 1995 (750ML)	217	317			1,200	1
3	1995	Ornellaia 1995 (1.5L)	183	287			550	
1	1995	Ornellaia 1995 (1.5L)	183	287			183	
1	1995	Ornellaia 1995 (3L)	400	600			400	
12	1995	Ornellaia 1995 (750ML)	92	133	1,100	1,600	1,100	1
3	1995	Sassicaia 1995 (1.5L)	200	300			600	
1	1995	Sassicaia 1995 (3L)	400	600			400	
3	1995	Solaia Antinori 1995 (750ML)	75	108			225	
1	1997	Ornellaia 1997 (3L)	600	867			600	



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Email: Auction@zachys.com

V124457  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate: 214,832      847 Btls 750ml  
High Estimate: 320,812      72 Btls 1.5l  
30 Btls 375ml  
17 Btls 3l  
6 Btls 6l  
1 Btls 5l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
1	1998	Sassicala 1998 (3L)	533	800			533	
6	1999	Sotola Antinori 1999 (750ML)	75	117			450	
6	1990	Pichon Longueville Baron 1990 (750ML)	150	233			900	1
1	1987	Opus One 1987 (750ML)	133	200			133	
1	1990	Harlan Estate 1990 (750ML)	350	550			350	
2	1990	Opus One 1990 (750ML)	125	183			250	
8	1991	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1991 (750ML)	150	233			900	1
1	1991	Beringer Vineyards Private Reserve Cabernet Sauvignon 1991 (1.5L)	100	150			100	
1	1991	Dominus Estate 1991 (3L)	700	1,000			700	1
3	1991	Dominus Estate 1991 (750ML)	133	200			399	
1	1991	Harlan Estate 1991 (750ML)	350	550			350	
2	1991	Opus One 1991 (750ML)	125	183			250	
1	1991	Shafer Vineyards Hillside Select Cabernet Sauvignon 1991 (750ML)	117	187			117	
14	1991	Stag's Leap Wine Cellars Cask 23 1991 (750ML)	92	133	1,100	1,600	1,283	1
2	1992	Dalla Valle Vineyards Cabernet Sauvignon 1992 (750ML)	50	75			100	
1	1992	Dominus Estate 1992 (1.5L)	200	300			200	
1	1992	Dominus Estate 1992 (3L)	400	600			400	
5	1992	Shafer Vineyards Hillside Select Cabernet Sauvignon 1992 (750ML)	150	217			750	1
6	1992	Stag's Leap Wine Cellars Cask 23 1992 (750ML)	117	167			700	1
4	1992	Stag's Leap Wine Cellars SLV Cabernet Sauvignon 1992 (750ML)	50	75			200	
8	1993	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1993 (1.5L)	287	400	1,600	2,400	1,600	2
1	1993	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1993 (750ML)	217	317			217	
3	1993	Dalla Valle Vineyards Cabernet Sauvignon 1993 (750ML)	58	83			175	



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Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	847	Btts	750ml
High Estimate:	320,612	72	Btts	1.5l
		30	Btts	375ml
		17	Btts	3l
		6	Btts	6l
		1	Btts	5l

973 Total Bottles

Qty	Vint	Description	Btl Low	Btl High	Cs Low	Cs High	Ext Low	Ext High
1	1993	Grace Family Cabernet Sauvignon 1993 (750ML)	142	217			142	
1	1993	Harlan Estate 1993 (750ML)	300	450			300	
3	1993	Joseph Phelps Vineyards Insignia 1993 (750ML)	63	92			188	
3	1993	Shafer Vineyards Hillside Select Cabernet Sauvignon 1993 (750ML)	108	158			325	
6	1993	Stag's Leap Wine Cellars Cask 23 1993 (750ML)	83	125			417	
1	1993	Williams Selyem Allen Vineyard Pinot Noir 1993 (750ML)	50	75			50	
1	1993	Williams Selyem Ferrington Vineyard Pinot Noir 1993 (750ML)	50	75			50	
2	1993	Williams Selyem Olivet Lane Pinot Noir 1993 (750ML)	50	75			100	
1	1993	Williams Selyem Russian River Valley Pinot Noir 1993 (750ML)	50	75			50	
1	1993	Williams Selyem Sonoma Coast Pinot Noir 1993 (750ML)	40	60			40	
3	1994	Abreu Vineyards Madrona Ranch Cabernet Sauvignon 1994 (750ml)	133	200			400	
12	1994	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1994 (750ML)	200	300	2,400	3,600	2,400	3
9	1994	Beaulieu Vineyards Clone #8 Cabernet Sauvignon 1994 (750ML)	117	167			1,050	1
3	1994	Cain Five Red 1994 (1.5L)	117	167			350	
3	1994	Caymus Vineyards Special Selection Cabernet Sauvignon 1994 (750ML)	100	150			300	
1	1994	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1994 (750ml)	217	333			217	
1	1994	Dalla Valle Vineyards Cabernet Sauvignon 1994 (750ML)	54	79			54	
3	1994	Dominus Estate 1994 (750ML)	167	250			500	
3	1994	Dunn Vineyards Howell Mountain Cabernet Sauvignon 1994 (750ML)	83	125			250	
4	1994	Etude Cabernet Sauvignon 1994 (1.5L)	133	200			533	
1	1994	Grace Family Cabernet Sauvignon 1994 (750ML)	233	350			233	
6	1994	Groth Reserve Cabernet Sauvignon 1994 (750ML)	100	150			600	
1	1994	Harlan Estate 1994 (750ML)	700	1,000			700	1



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Scott Pasch  
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425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
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Print Date: 11/30/2009

Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,612	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btl	5l

873 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext. Low	Ext. High
3	1994	Joseph Phelps Vineyards Insignia 1994 (750ML)	133	200			400	
6	1994	Ridge Vineyards Monte Bello Cabernet Sauvignon 1994 (750ML)	63	125			600	
12	1994	Shafer Vineyards Hillside Select Cabernet Sauvignon 1994 (750ML)	282	417	3,500	5,000	3,500	5
6	1994	Shafer Vineyards Hillside Select Cabernet Sauvignon 1994 (750ML)	282	417			1,750	2
1	1994	Spottswoods Cabernet Sauvignon 1994 (1.5L)	125	183			125	
6	1994	Stag's Leap Wine Cellars SLV Cabernet Sauvignon 1994 (750ML)	50	75			300	
1	1994	Williams Selyem Sonoma Coast Pinot Noir 1994 (750ML)	42	63			42	
3	1995	Abreu Vineyards Madrona Ranch Cabernet Sauvignon 1995 (750ml)	167	250			500	
12	1995	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1995 (750ML)	217	317	2,600	3,800	2,600	3
3	1995	Gaymus Vineyards Special Selection Cabernet Sauvignon 1995 (750ML)	92	133			275	
1	1995	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1995 (750ml)	283	417			283	
3	1995	Dalla Valle Vineyards Cabernet Sauvignon 1995 (750ML)	67	100			200	
3	1995	Dominus Estate 1995 (750ML)	63	92			188	
1	1995	Far Niente Cabernet Sauvignon 1995 (6L)	600	750			600	
2	1995	Harlan Estate 1995 (1.5L)	1,000	1,500			2,000	3
1	1995	Harlan Estate 1995 (750ML)	417	625			417	
1	1995	Opus One 1995 (750ML)	133	200			133	
6	1995	Opus One 1995 (750ML)	133	200			800	1
6	1995	Shafer Vineyards Hillside Select Cabernet Sauvignon 1995 (750ml)	217	317			1,300	1
6	1996	Abreu Vineyards Madrona Ranch Cabernet Sauvignon 1996 (750ml)	217	317			1,300	1
12	1996	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1996 (750ML)	125	183	1,500	2,200	1,600	2
6	1996	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1996 (750ML)	125	183			750	1
1	1996	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1996 (1.5L)	700	1,100			700	1



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Consignment: 5773  
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Low Estimate:	214,832	847	BtIs	750ml
High Estimate:	320,812	72	BtIs	1.5l
		30	BtIs	375ml
		17	BtIs	3l
		6	BtIs	6l
		1	BtIs	5l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext Hig
1	1996	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1996 (1.5L)	700	1,100			700	1
1	1996	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1996 (3L)	1,700	2,600			1,700	2
1	1996	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1996 (750ml)	233	350			233	
3	1998	Dalla Valle Vineyards Cabernet Sauvignon 1998 (750ML)	63	92			188	
3	1998	Dominus Estate 1998 (750ML)	75	108			225	
9	1996	Dunn Vineyards Howell Mountain Cabernet Sauvignon 1996 (750ML)	75	108			675	
1	1996	Harlan Estate 1996 (750ML)	400	600			400	
1	1996	Kistler Vineyards Camp Meeting Ridge Pinot Noir 1996 (750ML)	75	100			75	
1	1996	Kistler Vineyards Cuvee Catherine Pinot Noir 1996 (750ML)	142	200			142	
3	1998	Opus One 1998 (750ML)	133	200			400	
6	1998	Spottswoods Cabernet Sauvignon 1998 (750ML)	42	63			250	
1	1998	Williams Selyam Allen Vineyard Pinot Noir 1998 (750ML)	63	92			63	
2	1998	Williams Selyam Hirsch Vineyard Pinot Noir 1998 (750ML)	50	75			100	
1	1996	Williams Selyam Sonoma Coast Pinot Noir 1996 (750ML)	38	54			38	
10	1997	Abreu Vineyards Madrona Ranch Cabernet Sauvignon 1997 (750ml)	400	625			4,000	6
1	1997	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1997 (750ml)	400	600			400	
6	1997	David Arthur Elevation 1147 Cabernet Sauvignon 1997 (750ML)	150	217			900	1
3	1997	Gemstone Napa Red 1997 (750ML)	75	108			225	
3	1997	Gemstone Napa Red 1997 (750ML)	75	108			225	
1	1997	Harlan Estate 1997 (750ML)	700	1,000			700	1
1	1997	Kistler Vineyards Camp Meeting Ridge Pinot Noir 1997 (750ML)	83	125			83	
1	1997	Kistler Vineyards Kistler Vineyard Cuvee Catherine Pinot Noir 1997 (750ML)	133	200			133	
5	1997	Kistler Vineyards Kistler Vineyard Pinot Noir 1997 (750ML)	100	150			500	



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Consignment: 5773  
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High Estimate:	320,612	72	Btts	1.5l
		30	Btts	375ml
		17	Btts	3l
		6	Btts	6l
		1	Btts	6l

973 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
3	1997	Kistler Vineyards Sonoma Coast Pinot Noir 1997 (750ML)	67	100			200	
3	1997	Opus One 1997 (750ML)	150	233			450	
1	1997	Williams Selyem Allen Vineyard Pinot Noir 1997 (750ML)	42	63			42	
1	1997	Williams Selyem Coastlands Vineyard Pinot Noir 1997 (750ML)	42	63			42	
4	1997	Williams Selyem Hirsch Vineyard Pinot Noir 1997 (750ML)	42	63			167	
2	1997	Williams Selyem Riverblock Vineyard Pinot Noir 1997 (750ML)	42	63			83	
1	1998	Colgin Herb Lamb Vineyard Cabernet Sauvignon 1998 (750ml)	100	150			100	
1	1998	Grace Family Cabernet Sauvignon 1998 (750ML)	100	150			100	
1	1998	Harlan Estate 1998 (750ML)	250	400			250	
1	1998	Williams Selyem Mendocino Pinot Noir 1998 (750ML)	38	54			38	
2	1998	Williams Selyem Sonoma Coast Pinot Noir 1998 (750ML)	38	54			76	
6	1999	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1999 (750ML)	150	217			900	1
6	1999	Araujo Estate Eisele Vineyard Cabernet Sauvignon 1999 (750ML)	150	217			900	1
1	1999	Bond Melbury Napa Valley Red 1999 (750ML)	100	150			100	
1	1999	Bond Vecina Napa Valley Red 1999 (750ML)	100	150			100	
2	2000	Harlan Estate 2000 (1.5L)	450	700			900	1
2	2002	Harlan Estate 2002 (1.5L)	1,100	1,800			2,200	3
6	2002	Harlan Estate 2002 (750ML)	550	800			3,300	4
11	2002	Kistler Vineyards Sonoma Coast Pinot Noir 2002 (750ML)	50	75			550	
3	2003	Bond Estate Matriarch 2003 (750ML)	46	67			137	
3	2003	Bond Estate Matriarch 2003 (750ML)	46	67			137	
1	2003	Kistler Vineyards Cuvee Catherine Pinot Noir 2003 (750ML)	117	167			117	
1	2003	Kistler Vineyards Cuvee Elizabeth Pinot Noir 2003 (750ML)	133	200			133	



# Auction Proposal

For  
**Scott Pasch**

39 Westmoreland Ave.  
White Plains, NY 10601  
Tel: (914)448-3028  
Fax: (914)206-4544  
Email: Auction@zachys.com

V124457  
Scott Pasch  
Civic Development Group  
426 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
Print Date: 11/30/2009

Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,812	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btls	5l

873 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
1	2003	Kistler Vineyards Kistler Vineyard Pinot Noir 2003 (750ML)	79	117			79	
7	2003	Kistler Vineyards Kistler Vineyard Pinot Noir 2003 (750ML)	79	117			554	
8	2003	Screaming Eagle Cabernet Sauvignon 2003 (750ML)	900	1,400			5,400	8
6	2004	Bond Estate Matriarch 2004 (750ML)	68	83			350	
1	2004	Bond Melbury Napa Valley Red 2004 (1.5L)	200	300			200	
3	2004	Bond Melbury Napa Valley Red 2004 (750ML)	100	150			300	
1	2004	Bond Pluribus Napa Valley Red 2004 (1.5L)	200	300			200	
3	2004	Bond Pluribus Napa Valley Red 2004 (750ML)	100	150			300	
1	2004	Bond St. Eden Napa Valley Red 2004 (1.5L)	200	300			200	
3	2004	Bond St. Eden Napa Valley Red 2004 (750ML)	100	150			300	
1	2004	Bond Vecna Napa Valley Red 2004 (1.5L)	200	300			200	
3	2004	Bond Vecna Napa Valley Red 2004 (750ML)	100	150			300	
3	2004	Harlan Estate 2004 (1.5L)	600	900			1,800	2
6	2004	Harlan Estate 2004 (750ML)	300	450			1,800	2
3	2004	Screaming Eagle Cabernet Sauvignon 2004 (750ML)	1,000	1,500			3,000	4
6	2005	Bond Estate Matriarch 2005 (750ML)	58	83			350	
1	2005	Bond Melbury Napa Valley Red 2005 (1.5L)	200	300			200	
3	2005	Bond Melbury Napa Valley Red 2005 (750ML)	100	150			300	
1	2005	Bond Pluribus Napa Valley Red 2005 (1.5L)	200	300			200	
3	2005	Bond Pluribus Napa Valley Red 2005 (750ML)	100	150			300	
1	2005	Bond St. Eden Napa Valley Red 2005 (1.5L)	200	300			200	
3	2005	Bond St. Eden Napa Valley Red 2005 (750ML)	100	150			300	
1	2005	Bond Vecna Napa Valley Red 2005 (1.5L)	200	300			200	





# Auction Proposal

For  
*Scott Pasch*

39 Westmoreland Ave.  
White Plains, NY 10601  
Tel: (914)448-3028  
Fax: (914)208-4544  
Email: Auction@zachys.com

V124457  
Scott Pasch  
Civic Development Group  
425 Raritan Ctr Pky  
Edison, NJ 088377809

Consignment: 5773  
Prepared By: jp  
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Low Estimate:	214,832	847 Btls	750ml
High Estimate:	320,612	72 Btfs	1.5l
		30 Btfs	375ml
		17 Bts	3l
		6 Bts	6l
		1 Bts	6l

873 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext. Low	Ext. High
3	2005	Bond Vecina Napa Valley Red 2005 (750ML)	100	150			300	
3	2005	Harlan Estate 2006 (1.5L)	750	1,100			2,250	3
6	2005	Harlan Estate 2005 (750ML)	350	500			2,100	3
6	2005	Harlan Estate The Maiden 2005 (750ML)	100	150			600	
3	2006	Screaming Eagle Cabernet Sauvignon 2006 (750ML)	800	1,200			2,400	3
1	1995	Marcassin E Block Hudson Vineyard Chardonnay 1995 (750ml)	233	333			233	
3	1996	Marcassin Lorenzo Vineyard Chardonnay 1996 (750ml)	150	217			450	
1	1996	Marcassin E Block Hudson Vineyard Chardonnay 1996 (750ml)	150	217			150	
2	1997	Marcassin Marcassin Vineyard Chardonnay 1997 (750ML)	233	350			467	
3	2000	Kistler Vineyards Cuvee Cathleen Chardonnay 2000 (750ML)	83	125			250	
1	2000	Kistler Vineyards Hyde Vineyard Chardonnay 2000 (750ML)	50	75			50	
1	2000	Peter Michael Mon Pleisir Chardonnay 2000 (1.5L)	125	183			125	
1	2001	Kistler Vineyards Hirsch Vineyard Chardonnay 2001 (750ML)	67	100			67	
1	2001	Kistler Vineyards Hudson Vineyard Chardonnay 2001 (750ML)	48	67			46	
1	2001	Kistler Vineyards Hyde Vineyard Chardonnay 2001 (750ML)	50	75			50	
1	2001	Kistler Vineyards Kistler Vineyard Chardonnay 2001 (750ML)	50	75			50	
3	2002	Kistler Vineyards Dutton Ranch Chardonnay 2002 (750ML)	42	63			125	
1	2002	Kistler Vineyards McCrea Vineyard Chardonnay 2002 (750ML)	46	67			46	
9	2002	Kistler Vineyards McCrea Vineyard Chardonnay 2002 (750ML)	46	67			412	
4	2003	Kistler Vineyards Cuvee Cathleen Chardonnay 2003 (750ML)	83	125			333	
2	2003	Kistler Vineyards Kistler Vineyard Chardonnay 2003 (750ML)	58	83			117	
1	2003	Kistler Vineyards Vine Hill Vineyard Chardonnay 2003 (750ML)	75	100			75	
1	2004	Kistler Vineyards Durell Vineyard Chardonnay 2004 (750ML)	42	63			42	



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For  
**Scott Pasch**

39 Westmoreland Ave.  
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Tel: (914)448-3026  
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425 Raritan Ctr Pky  
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Consignment: 5773  
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Print Date: 11/30/2009

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High Estimate:	320,612	72 Btls	1.5l
		30 Btls	375ml
		17 Btls	3l
		6 Btls	6l
		1 Btl	6l

873 Total Bottles

Qty	Vint	Description	Btl. Low	Btl. High	Cs Low	Cs High	Ext Low	Ext High
3	2004	Kistler Vineyards Durell Vineyard Chardonnay 2004 (750ML)	42	63			125	
1	2004	Kistler Vineyards Dutton Ranch Chardonnay 2004 (750ML)	50	75			50	
11	2004	Kistler Vineyards Dutton Ranch Chardonnay 2004 (750ML)	50	75			550	
3	2004	Kistler Vineyards Dutton Ranch Chardonnay 2004 (750ML)	50	75			150	
1	2004	Kistler Vineyards Kistler Vineyard Chardonnay 2004 (750ML)	63	92			63	
6	2004	Kistler Vineyards Kistler Vineyard Chardonnay 2004 (750ML)	63	92			375	
5	2004	Kistler Vineyards McCrea Vineyard Chardonnay 2004 (750ML)	46	67			229	
12	2004	Kistler Vineyards McCrea Vineyard Chardonnay 2004 (750ML)	46	67	550	800	550	
4	2004	Kistler Vineyards Vine Hill Vineyard Chardonnay 2004 (750ML)	42	63			167	

**Pasch Schedule B**  
**Exhibit 2**

**Item 20. Personal Property**

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<u>Property Category</u> (e.g., artwork, jewelry)	<u>Name of Owner</u>	<u>Property Location</u>	<u>Acquisition Cost</u>	<u>Current Value</u>
Artwork	Scott & Lisa Pasch	Warren NJ Residence	\$ 2,500,000	\$ ~1,400,000
Artwork (continued from above)	Scott & Lisa Pasch	Consigned in London and FL	\$ included	\$ included
Wine	Scott & Lisa Pasch	Consigned to Zachy's	\$ Unknown	\$ ~250,000
Guitars	Scott & Lisa Pasch	Warren NJ Residence	\$ Unknown	\$ ~700,000
Jewelry	Scott & Lisa Pasch	Warren NJ Residence	\$ 700,000	\$ ~300,000
See Exhibits D-K for lists of	property and	valuation support	\$	\$

**Item 21. Cars, Trucks, Motorcycles, Boats, Airplanes, and Other Vehicles**

List all cars, trucks, motorcycles, boats, airplanes, and other vehicles owned or operated by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.

▶ Vehicle Type Car Make Mercedes Benz Model CLK320 Year 2004  
 Registered Owner's Name Scott Pasch Registration State & No. NJ WW200916100004182  
 Address of Vehicle's Location Warren NJ Residence  
 Purchase Price \$ ~50,000 Current Value \$ ~20,000 Retail Account/Loan No. None  
 Lender's Name and Address None  
 Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

▶ Vehicle Type Car Make Mercedes Benz Model G500 AWD Year 2002  
 Registered Owner's Name Scott Pasch Registration State & No. NJ WW200933600009523  
 Address of Vehicle's Location Warren NJ Residence  
 Purchase Price \$ 77,000 Current Value \$ ~25,000 Account/Loan No. None  
 Lender's Name and Address None  
 Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

**ATTACHMENTS****Item 33. Documents Attached to this Financial Statement**

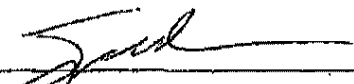
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20	Guitar list and valuations (Exhibits H-J)
20	Jewelry list (Exhibit K)
21	Supplement Car Information (Exhibit L)
22	Home valuations (Exhibits M-N)
27	2006-2008 Personal Income Tax Returns

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

2/4/10  
(Date)

  
Signature

# **EXHIBIT H**

SCOTT AND LISA PASCH  
7 KENSINGTON COURT  
WARREN NJ, 07059

SUPPLEMENTAL PROPERTY SCHEDULE - GUITARS

<b>MAKE</b>	<b>YEAR</b>	<b>MODEL</b>	<b>SERIAL #</b>
FENDER	1965	STRATOCASTER SUNBURST	L51810
FENDER	1957	STRATOCASTER SUNBURST	025159
FENDER	1965	STRATOCASTER CANDY APPLE RED	125825
GIBSON	1961	LES PAUL CUSTOM	1-0864
GIBSON	1955	J-200 ACOUSTIC	A31001
FENDER	1962	STRATOCASTER SUNBURST	L58059
GIBSON	1962	LES PAUL EBONY BLOCK SG	99046
FENDER	1955	STRATOCASTER SUNBURST	09577
FENDER	1957	TELECASTER WHITE GUARD	024413
FENDER	1959	TELECASTER WHITE GUARD	35645
FENDER	1968	TELECASTER CUSTOM	236202
FENDER	1958	JAZZ MASTER	39029
FENDER	1966	TELECASTER CANDY APPLE RED	158932
FENDER	1968	TELECASTER CUSTOM	242823
FEDNER	1957	STRATOCASTER SUNBURST	29092
FENDER	1964	STRATOCASTER OLYMPIC WHITE	L46579
GIBSON	1959	LES PAUL BLACK- 3 PICKUP	91786
GIBSON	1957	LES PAUL BLACK- 3 PICKUP	78531
FENDER	1958	STRATOCASTER MAPLE NECK	022631
FENDER	1958	JAZZ BASS GOLD PICK GUARD	026342
FENDER	1957	ESQUIRE WHITE GUARD	23738
FENDER	1956	STRATOCASTER SUNBURST	16123
FENDER	1964	STRATOCASTER OLYMPIC WHITE	L69757
FENDER	1965	STRATOCASTER BLONDE	L75897
FENDER	1965	STRATOCASTER CANDY APPLE RED	L85317
FENDER	1958	TELECASTER BLONDE	33920
FENDER	1963	TELECASTER CUSTOM BOUND	L02146
FENDER	1965	TELECASTER BLACK	202695
FENDER	1968	TELECASTER PAISLEY RED	218404
FENDER	1966	TELECASTER WHITE GUARD	173256

# **EXHIBIT I**



Hoboken Vintage and Classic Guitars  
164 First Street  
Hoboken, New Jersey 07030  
201-222-8977

Mr. Scott Pasch

Scott:

Here are the figures that we came up with to sell your guitar on a consignment basis. We will work on a 10% consignment fee after sale for you. This is a discount rate. Prices shown will be our selling price.

Thank you,

  
Richard Rybinski

Hoboken Vintage and Classic Guitars

1965 Fender Stratocaster Sunburst	\$13000.00
1957 Fender Stratocaster Sunburst	\$28000.00
1965 Fender Stratocaster Candy Apple Red	\$23000.00
1961 Gibson Les Paul Custom	\$65000.00
1955 Gibson J-200	\$10000.00
1962 Fender Stratocaster	\$20000.00
1962 Gibson SG LP Std. Ebony Block	\$20000.00
1955 Fender Stratocaster Sunburst	\$30000.00
1957 Fender Telecaster	\$23000.00
1959 fender Telecaster	\$24000.00
1968 fender Telecaster Custom	\$13000.00
1957 Fender Stratocaster Sunburst	\$28000.00
1964 Fender Stratocaster Olympic white	\$24000.00
1959 Gibson Les Paul Custom	\$70000.00
1957 Gibson Les Paul Custom	\$70000.00
1958 Fender Stratocaster	\$25000.00
1958 Fender Precision Bass	\$18000.00
1957 Fender Esquire	\$16000.00
1956 Fender Stratocaster	\$35000.00
1964 Fender Stratocaster White	\$24000.00
1965 Fender Stratocaster Blonde	\$25000.00

1965 Fender Stratocaster Candy apple Red	\$22000.00
1958 Fender Telecaster Blonde	\$24000.00
1963 Fender Custom Telecaster bound	\$26500.00
1965 Fender Telecaster Black	\$13000.00
1968 Fender Telecaster paisley	\$18000.00
1966 Fender Telecaster	\$12500.00
1968 Fender Custom Telecaster Bound	\$13500.00
1966 Fender Telecaster Candy apple Red	\$12500.00
1958 fender Jazzmaster Anodized Guard	\$10000.00

These are full retail prices and this does not constitute an offer to buy, rather, this is an offer to consign these instruments at 10% of the purchase price, in addition to fees incurred.

These are reasonable market prices as the prices of these have dropped significantly within the last 2 years.

Richard Rybinski



Hoboken Vintage and Classic Guitars  
201-222-8977

Total: \$756,000

**Pasch Schedule B  
Exhibit 3**

**Item 20. Personal Property**

List all personal property, by category, whether held for personal use or for investment, including but not limited to, furniture and household goods of value, computer equipment, electronics, coins, stamps, artwork, gemstones, jewelry, bullion, other collectibles, copyrights, patents, and other intellectual property, held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.

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Jewelry	Scott & Lisa Pasch	Warren NJ Residence	\$ 700,000	\$ ~300,000
See Exhibits D-K for lists of	property and	valuation support	\$	\$

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• Vehicle Type Car Make Mercedes Benz Model CLK320 Year 2004

Registered Owner's Name Scott Pasch Registration State & No. NJ WW200916100004182

Address of Vehicle's Location Warren NJ Residence

Purchase Price \$ ~50,000 Current Value \$ ~20,000 Retail Account/Loan No. None

Lender's Name and Address None

Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

• Vehicle Type Car Make Mercedes Benz Model G500 AWD Year 2002

Registered Owner's Name Scott Pasch Registration State & No. NJ WW200933600009523

Address of Vehicle's Location Warren NJ Residence

Purchase Price \$ 77,000 Current Value \$ ~25,000 Account/Loan No. None

Lender's Name and Address None

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**Item 33. Documents Attached to this Financial Statement**

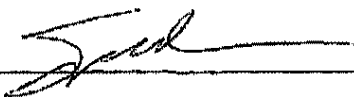
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Executed on:

2/4/10  
(Date)

  
Signature

# **EXHIBIT K**

---

Scott and Lisa Pasch  
7 Kensington Court  
Warren, NJ 07059

Supplemental Property Schedule

JEWELRY

1. TIFFANY CLASSIC DIAMOND OR GOLD NECKLACE X PATTERN
2. PATEK PHILLIPE WATCH YELLOW GOLD SERIAL 4910/10A-010  
DIAMONDS 0.45CTS BRACELET ACIER
3. PATEK PHILLIPE WATCH SERIAL # 3940 WHITE GOLD, RUBIES/WATCH  
JEWELS 24 CADRAN/DIAL, FOND ARGENT, HUERES RELIES
4. ONE LADIES DIAMOND ENGAGEMENT RING CUSTOM RING SIZE 5 14KT  
YELLOW GOLD CAST MOUNTING CONTAINS ONE CENTER PEAR  
BRILLIANT CUT WEIGHT 1CT
5. LADIES ROUND BRILLIANT CUT DIAMOND RING WEIGHT 5.44CTS. 14KT  
Y SOLITAIRE MOUNTING
6. A TIFFANY CO. PLATINUM AND DIAMOND THREE STONE RING EACH  
DIAMOND WEIGHING THE FOLLOWING: 1.01CT, 1CT, 1.02CT, E COLOR,  
VS1 CLARITY
7. ONE TIFFANY & CO. PLATINUM DIAMOND PENDANT, SET WITH ONE  
ROUND BRILLIANT CUT DIAMOND WEIGHING 2.62CTS, I COLOR, VS1  
CLARITY
8. ONE TIFFANY 18 KARAT YELLOW GOLD AND PLATINUM YELLOW  
SAPPHIRE AND DIAMOND RING, SET WITH ONE EMERALD SAPPHIRE  
WEIGHING 9.97CARATS
9. F.P. JOURNE RESONANCE 40MM ROSE GOLD CASE 4N MOVEMENT TWO  
TIME ZONE WHITE GOLD DIAL
10. H46565 ROGER DUBUIS ROSE GOLD CASE BLACK/GOLD SPPLIED  
ROMAN NUMERALS
11. 570bb129v6 BREGUET "LE REVEIL DU TSAR" ALARM 2<sup>ND</sup> TIME ZONE ON  
24 HOUR SUBSIDIARY AT 9 O'CLOCK, WHITE GOLD CASE ON BLACK  
ALLIGATOR STRAP SN#7601
12. 3710BR929ZE BREGUET TYPE XX1 CHRONOGRAPH 18K ROSE GOLD  
CASE ON BROWN ALLIGATOR STRAP SN#7601
13. 3755PRLE9V6 BREGUET BTS SKELETON TOURBILLON, PLATINUM ON  
ALLIGATOR BANK
14. YELLOW DIAMOND HEART PENDANT - GIA CERTIFIED 1.51 CT FANCY  
INTENSE YELLOW, S11CLARITY, HEART SET IN 18K GOLD  
REPOT#14284181

**Pasch Schedule B**  
**Exhibit 4**



**Item 20. Personal Property**

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 Registered Owner's Name Scott Pasch Registration State & No. NJ WW200916100004182  
 Address of Vehicle's Location Warren NJ Residence  
 Purchase Price \$ ~50,000 Current Value \$ ~20,000 Retail Account/Loan No. None  
 Lender's Name and Address None  
 Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

• Vehicle Type Car Make Mercedes Benz Model G500 AWD Year 2002  
 Registered Owner's Name Scott Pasch Registration State & No. NJ WW200933600009523  
 Address of Vehicle's Location Warren NJ Residence  
 Purchase Price \$ 77,000 Current Value \$ ~25,000 Account/Loan No. None  
 Lender's Name and Address None  
 Original Loan Amount \$ N/A Current Loan Balance \$ N/A Monthly Payment \$ N/A

**ATTACHMENTS**

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Executed on:

2/4/10  
(Date)

[Signature]  
Signature

# **EXHIBIT D**

**CHRISTIE, MANSON & WOODS LTD.**  
 8 King Street, St James's,  
 London SW1Y 6QT  
 Telephone: 020 7839 9050  
 Fax: 020 7839 1611  
 Registered in England No. 1228160  
 VAT Reg. No. GB 503 2650 06

**CHRISTIE'S**

**SCHEDULE OF PROPERTY**  
 Client

Mrs Lisa Pasch  
 7 Kensington Court  
 Warren NJ 07059  
 U.S.A.

Client:  
 Tel:  
 VAT Status:

Client Status: OWNER

Stock No: X8746  
 Commissions: Private  
 Christie's  
 Loss/Damage  
 Liability

REF NOS.	Lot	Qty	Description	Deposits	Reserve	SALE RECOMMENDATIONS	Proposed Date	Owner's (Shipment) Estimate	Received	Machining Fee & Liability for loss/damage whilst in transit (TL)
1	1	1	Vincent Van Gogh The Iron Mill in the Hague gouache, pen and ink on paper	300 300	450,000 33 suggested	435,000/ 350,000 33 pounds sterling Agreed	02/28/10		Not Received	

**Electronics:** Lots are licensed at Christie's reasonable discretion. Pre-allocated Estimates: All require confirmation by Christie's upon the property has been received and examined at the sale site. Until this confirmation has been made, your estimates will be shown as provisional and you should be aware that following examination, a new Estimate may be sent to you which could reflect different observations and estimates from those shown here. **Private Frames:** Many private frames are fragile and easily damaged. Christie's will use reasonable skill and care in handling items in such a manner as to minimize the risk of damage arising, but cannot accept liability where damage occurs either because of the fragile nature of the frame or as a result of circumstances beyond Christie's reasonable control. **Payment Method and Currency:** Will be by cheque in the sale site currency or you, the Consignor, at your address (as stated on your Consignment Agreement) unless you specify otherwise by completing and attaching the Payment Instruction Form to be received at Christie's by no later than 10 days before the relevant auction.

**Special instruction:**  
 2% commission all in.  
 Christie's to absorb all  
 other sale related  
 charges.

Continued...

Page 2 Continuation SCHEDULE OF PROPERTY

Client: 1815449 Stock No: 18746

Mrs Lila Peush

No alternate payee details exist for this client

Signature: The Property listed above has been assigned to Christie's under the terms and conditions of the Consignment Agreement dated 13NOV09 which I have read and agree to be bound by.

Signor: *Lila Peush* Date: *12/18/09* Christie's

Print name: *LILA PEUSH* Date Printed: 13NOV09 at: 12:03 by CCS:RSP-LNS Issue 12 (May 06) Form Ref S/C45\_2

Print name: Christie's

Date: 13-NOV-09  
 Client Number: 1319440  
 Printed From SN: X5746  
 Printed By: CKS.MOD.LMS

Client

# CHRISTIE'S

## CONSIGNMENT AGREEMENT BETWEEN

CONSIGNOR

AND

CHRISTIE, MANSON & WOODS LTD  
 ("CHRISTIE'S")

Mrs Lisa Pash  
 7 Kensington Court  
 Wotton NJ 07059  
 U.S.A.

8 KING STREET  
 ST JAMES'S  
 LONDON  
 SW1Y 6QT  
 Tel (020) 7839 9060  
 Fax (020) 7839 1611

VAT status: OUTSIDE EC  
 VAT number:  
 Consignation type: Private  
 Telephone number: 1 908 604 2391  
 For & on behalf of:

VAT No. GB 563 3650 05

FOR CHRISTIE'S USE ONLY  
 MCO: \_\_\_\_\_

It is important that you read and understand the terms and conditions contained in this agreement before you sign. If there is any term that you do not understand or do not wish to agree to, please discuss it with an appropriate member of Christie's staff before signing. Only sign if you wish to be bound by the terms and conditions. Thank you for choosing to sell your property through Christie's. This document sets out the terms and conditions of our agreement with you. You should read carefully both this document and the Conditions of Sale set out at the back of our catalogues since they create legal rights and obligations.

**1. YOUR INSTRUCTIONS TO SELL.**

We shall offer for sale, as your exclusive agent, the property listed in the attached Property Description and referred to in this document as "the Lots". The Lots will be sold at public auction unless we agree otherwise. Since we shall be acting as your agent, the contract for the sale of the Lots will be between you and the highest bidder accepted by the auctioneer, known as "the Buyer". The sale will be subject to the Conditions of Sale set out at the back of our catalogues. If there is any difference between this document and the Conditions of Sale, this document will override the Conditions of Sale. The minimum reserves that we recommend as appropriate will be discussed with you before any sale takes place.

**2. COMMISSION AND BUYER'S PREMIUM**

We shall charge you Commission as a percentage of the Hammer Price of a Lot or Lots. The percentage is fixed according to your Annual Sales (the total Hammer Price of all items sold by you in any calendar year of the Christie's Group in the calendar year in which a Lot is sold i.e. January to December inclusive).

If, after the sale of any Lot, your Annual Sales amount to less than £50,000 you pay Commission on the Hammer Price of that Lot at the following rates (except for wine - see below):

On the first £3,000	15%
On the balance to £39,999	10%

You will have to pay at least £100 for each Lot as Commission.

If, after the sale of any Lot, your Annual Sales amount to £50,000 or more you pay Commission on the Hammer Price of the Lots at the following rates (except for wine - see below):

ANNUAL SALES	% OF THE TOTAL HAMMER PRICE
£50,000 to £149,999	8%
£150,000 to £399,999	7%
£400,000 to £599,999	5%
£600,000 to £1,499,999	4%
£1,500,000 to £3,999,999	2%
£4,000,000 or more	As agreed

You will have to pay at least £100 for each Lot as Commission.

For wine, the commission is as follows:

HAMMER PRICE PER CONSIGNMENT	COMMISSION RATE
Above £1,000	10% of the Hammer Price
£1,000 or less	15% of the Hammer Price

subject to a minimum commission of £50 per consignment.

VAT at the appropriate rate will be charged on the commission.

We shall also collect from the Buyer a premium in addition to the Hammer Price at a rate of 2% per cent of the first £25,000 of the Hammer Price plus 1% per cent of the excess of the Hammer Price above £25,000 up to and including £500,000 plus 1% per cent of any sum in excess of £500,000, or such other rates or amounts as shall be published by Christie's from time to time. For wine, the Buyer's premium is 1% per cent of the Hammer Price. We shall be entitled to retain the Buyer's premium.

**3. EXPENSES**

You agree to pay all costs relating to:

- (a) packing and shipping the Lots to us for sale; (b) packing and shipping the Lots if they are returned to you; (c) any charge under clause 4(c) below; (d) any applicable customs duties; (e) insuring the (including insurances) in the range of £150 to £500 agreed in advance with you; (f) registration of the Lots in advance with you; (g) drawings; (h) any transportation by express airfreight necessary for catalogue descriptions; (i) any material expert opinions we believe appropriate; (j) a contribution to our general expenses if, against our recommendation you specify an amount below which the Lots cannot be sold and they then fail to sell, although they would have sold if our recommendation had been accepted. The contribution will be 5% of the amount we recommended; (k) storage of the Lots after the sale, where applicable; (l) our administration costs if consignment are incurred under (i), (j), (k), (l) and (m) equal to 10% of these expenses; (m) any marketing costs; (n) any applicable VAT, subject to any variations stated on the Property Description.

**4. CHRISTIE'S LIABILITY**

(a) Unless we agree otherwise, Christie's will automatically accept liability for physical loss of, or damage to, the Lots, including for transportation, on and subject to conditions which are available for inspection at Christie's offices, which terms and conditions are deemed to be incorporated in full into this document. Christie's liability is also limited to the net proceeds (net of the value of the Lots, or the Hammer Price plus Buyer's premium when sold. The amount referred to in the preceding sentence is solely for the purposes of our liability, and is not an undertaking by us that the Lots will be sold for this amount.

(b) Such liability as we accept in respect of the Lots shall commence from the time of loading onto the Lots to Christie's or from the time of dispatch by you or your agent in Christie's, subject to packing and despatch being performed by professional time and carriers acting under the instructions of Christie's, and shall cease on collection of the Lots by the Buyer or at the end of the seventh day after the sale, whichever is sooner. If the Lots have not been sold, they will be at your risk after that time.

(c) To justify accepting liability for property consigned to us, Christie's makes a charge calculated as a percentage of the Hammer Price or, if the Lots are unsold, the net proceeds (net of their value. For all property other than fragile items such as porcelain or glass, the charge will be 1.5% for fragile items, the charge will be 2%; if we accept transportation, the charge will be an additional 0.5%.

(d) If you have instructed us that you do not wish us to accept liability as described in clause 4(c) above, the Lots will remain at your risk at all times until the Buyer has made payment in full and we will not debit you with the charge described in clause 4(c). You accept that, in such circumstances, we shall not be liable for any physical loss of, or damage to, the Lots. Further, you will reimburse us, our employees and agents, and (where applicable) the Buyer, for any expenses incurred as a result of any claims made against us or them in respect of physical loss of, or damage to, the Lots. Your obligation to reimburse will apply even if the Buyer is found, or we are found, to be negligent, and even where repayment is required in respect of a payment made without any legal liability having first been proved. You should arrange appropriate insurance to cover these risks and notify your insurer of the terms of this clause. Even if, despite the terms of this clause, Christie's is found to be liable for any loss of, or damage to the Lots, that liability shall not exceed £50,000 or the market value of the Lots, if lower. The amount referred to in the preceding sentence is solely for the purposes of our liability, and is not an undertaking by us that the Lots will be sold for this amount.

**5. YOUR STATEMENTS REGARDING THE LOTS**

- (a) You are the sole owner of the Lots with an unrestricted right to transfer ownership to the Buyer free from all third party claims or claims (including copyright claims).
- (b) You have complied with all requirements, legal or otherwise, relating to any export or import of the Lots and have notified us in writing of any claims by third parties to comply with such requirements in the past of which you are aware;
- (c) You have disclosed to us all information in your possession relating to the provenance of the Lots;



# **EXHIBIT E**



RUSSECK GALLERY  
203 WORTH AVENUE  
PALM BEACH, FL 33400

January 30, 2010

Lisa Pasch  
7 Kensington Court  
Warren, New Jersey 07059

Dear Lisa and Scott,  
Sadly I am unable to get any real offers on your pieces. The only offers have been in the \$300,000 to \$400,000 range, however rest assured that I will continue to hold these works and notify you of any following offers. Best Regards, Sloane Russeck.

**Consignment Agreement**

**Pablo Picasso**

*Minotaur*

1937

Gouache and ink on paper

10 ½ x 8 ½ inches (26.7 x 21.6 cm)

Dated upper left

**Provenance:**

Bernard Picasso, Paris

Jeffery Loria, New York

Russeck Gallery, Palm Beach

Private Collection, New Jersey

\*A certificate from Maya Picasso accompanies this work

TELEPHONE (561) 832-4813  
FACSIMILE (561) 832-4813

Feb. 03 2010 12:48PM PT

FAX NO. : 5618324813

FROM : RUSSECK GALLERY

RUSSECK GALLERY  
203 WORTH AVENUE  
PALM BEACH, FL 33480

**Pablo Picasso (1881-1973)**

*Baigneuse et Cabine de Bains*

Executed September 8, 1938  
Brush, ink, and wash on paper  
26 ½ X 17 ½ inches (67.31 X 44.45 cm.)  
Signed and dated lower center: "Picasso 8.9.38"

**Provenance:**

Private Collection, Spain (acquired from artist)  
Ronald Emmanuel, London  
B.T.Batsford, London  
Harry Winston, Detroit  
Russeck Gallery, Palm Beach  
Private Collection, New York (acquired from the above in November 2006)

**Exhibited:**

Detroit, Cranbrook Art Academy, *Winston Collection*, 1951 no. 73  
Michigan, University of Michigan, *Twentieth Century Painting and Sculpture from the Winston Collection*, 1955, no.55  
Detroit, Detroit Institute of Art, *Collecting Modern Art*, 1957, no. 85  
Detroit, Detroit Institute of Art, *The Varied Works of Picasso*, 1962  
Indiana, The University of Indiana and Wisconsin, University of Wisconsin, *Reflections*, 1971, no. 112., illustrated in catalogue  
Detroit, Detroit Institute of Art, *Selections from the Lydia and Harry L. Winston Collection*, 1972 - 73 (on extended loan)  
New York, The Solomon R. Guggenheim Museum, 1973 - 1974, no.83 illustrated in catalogue

**Literature:**

Christian Zervos, *Pablo Picasso, Oeuvres de 1937 a 1939*, Paris, 1959, vol. 9, p.107, no.222, illustrated  
Douglas Cooper, *Great Private Collections*, 1963, p.303, illustrated

TELEPHONE (561) 832 4811  
FACSIMILE (561) 832 4813

Feb. 03 2010 12:48PM P2

FRX NO. : 5618324813

FROM : RUSSECK GALLERY

RUSSECK GALLERY  
203 WORTH AVENUE  
PALM BEACH, FL 33480

Gene Baro, Collector: *Lydia Winston, in Art in America*, September - October 1967, p. 72  
illustrated in color  
The Picasso Project, *Picasso's Paintings, Watercolors, Drawings and Sculpture, Spanish Civil  
War 1937 - 39, San Francisco, 1997, p. 189, no. 38 - 165, illustrated*

Lisa Pasch (Consignor)



Sloane Russeck (Consignee)

TELEPHONE (301) 424-4111  
1847 208 (195) 71115211

Feb. 03 2010 12:49PM P3

FRX NO. : 5618324813

FROM : RUSSECK GALLERY

**SCHEDULE C (Financial Accounts - Corporations)**

		<b>Balance as of 2/22/10</b>
1.	Wachovia Account Number [REDACTED]	\$0
2.	Ocean First Account Number [REDACTED]	\$0
3.	Ocean First Account Number [REDACTED]	\$0
4.	Ocean First Account Number [REDACTED]	\$50,000
5.	Ocean First Account Number [REDACTED]	\$565,679
6.	Ocean First Account Number [REDACTED]	\$294,376