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THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CLINT ARTHUR, individually
and on behalf of a class of similarly
situated persons,

Plaintiff,

vs.

LOUIS VUITTON NORTH
AMERICA, INC., a Delaware
corporation; LOUIS VUITTON
MALLETIER, S.A., a French
corporation; and DOES 2 through
10, inclusive,

Defendants.

Case No. CV08-04731 AHM (FFMx)

**THIRD AMENDED COMPLAINT
FOR VIOLATION OF CAL. CIV.
CODE § 1740; FRAUD; CAL. CIV.
CODE § 1750; AND CAL. BUS. &
PROF. CODE § 17200**

CLASS ACTION

DEMAND FOR JURY TRIAL

Assigned to the Honorable A. Howard
Matz, Courtroom 14

Action filed: July 18, 2008

Trial date: August 24, 2010

2009 NOV -9 PM12:48
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

1 Plaintiff alleges:
2

3 **JURISDICTION & VENUE**

4 1. This Court has subject matter jurisdiction over this action
5 because it is a civil class action; the aggregate amount in controversy exceeds
6 \$5 million exclusive of interest and costs; and diversity of citizenship exists
7 between Plaintiff and the primary defendant. 28 U.S.C. § 1332(d)(2) and
8 (d)(2)(A).

9 2. Venue is proper in this district because most of the events giving
10 rise to the claim occurred here. 28 U.S.C. § 1391(b)(2).
11

12 **PARTIES**

13 3. Plaintiff Clint Arthur is an avid art collector of modern and
14 contemporary art. Plaintiff does, and at all times herein mentioned did,
15 maintain a residence in Los Angeles County, California.

16 4. Defendant Louis Vuitton North America, Inc. (“LVNA”) is a
17 corporation organized under the laws of Delaware with its principal place of
18 business in New York. LVNA sells luxury goods, including luggage and
19 handbags. LVNA is a subsidiary of LVMH Moët Hennessy Louis Vuitton
20 S.A., a French luxury-products conglomerate that had first-quarter revenue
21 in 2008 of over €4 billion (\$6.13 billion).

22 5. The defendant originally referred to as Doe 1 is now identified as
23 Louis Vuitton Malletier, S.A. (“LV Malletier”), a corporation organized and
24 existing under the laws of the Republic of France. Its principal place of
25 business is in Paris, France. Like LVNA, LV Malletier is also a subsidiary of
26 LVMH. LV Malletier manufactures and distributes luxury items bearing the
27 Louis Vuitton brand name, including luggage, handbags and wallets. LV
28 Malletier owns the trademarks used to identify Louis Vuitton products. LV

1 Malletier makes the merchandise that LVNA sells.

2 6. Defendant Does 2 through 10 (“Does”) are sued in this
3 Complaint under fictitious names. Their true names and capacities are
4 currently unknown to Plaintiff. When Plaintiff ascertains their true names
5 and capacities, Plaintiff will amend this Complaint with their true names and
6 capacities. Plaintiff alleges on information and belief that each of the Does is
7 responsible in some manner for the wrongful acts alleged in this Complaint,
8 and that the Does proximately caused Plaintiff’s damages.

9 7. Defendants LVNA, LV Malletier, and Does, and each of them, are
10 responsible for the acts and omissions of the others and are parties acting in
11 active concert and participation with each other. These parties have acted,
12 and continue to act, in concert with each other, and have aided and abetted
13 each other, cooperated with each other in the planning of, participation in,
14 and facilitation of, the marketing, advertising and sale of its products and
15 services.

16 8. Defendants LVNA, LV Malletier, and Does are collectively
17 referred to as “Defendant”.

18 9. In this complaint, the phrase “Louis Vuitton” is used as a
19 descriptive adjective referring to Louis Vuitton-branded things, as opposed to
20 LVNA and LV Malletier as defendants. Plaintiff’s allegations rely on
21 documents from LVNA, but LVNA uses the phrase “Louis Vuitton”
22 interchangeably—sometimes referring to itself, sometimes to LV Malletier.

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11 15. This photo illustrates the relationship between the Boutique and
12 the Exhibition. The photo shows the inside of the Boutique, looking out into
13 the Exhibition. The Louis Vuitton bags and other merchandise were on
14 shelves and cases in the Boutique. The Prints were shown on the wall of the
15 Boutique. (The artwork on the wall at the right side of the photo was
16 represented to be an original Murakami painting with a value of \$500,000,
17 but is not one of the Prints. The Prints were displayed in a similar manner on
18 another wall.) Another Murakami painting in the Exhibition is visible
19 through the doorway. The Boutique was intended to give visitors a sense of
20 Murakami's highly controversial tendency to blur the line between fine art
21 and mass-produced goods.

- 22 16. The titles of the five series of Prints were:
- 23 a. "Monogram Mini Multicolore – white"
 - 24 b. "Monogram Mini Multicolore – black"
 - 25 c. "Monogram Multicolore – white"
 - 26 d. "Monogram Multicolore – black"
 - 27 e. "Monogram Cherry"
- 28 (The Prints are reproduced in Exhibit A.)

1 17. There were 100 prints in each series, for a total of 500 prints
2 available. LVNA charged \$6000 for the first 50 prints in each edition, and
3 \$10,000 for the second 50 prints—an average price of \$8000, and a total
4 retail value of \$4 million.

5 18. In December 2007, Plaintiff Clint Arthur made his first visit to
6 the Exhibition.

7 19. During that visit, Plaintiff visited the Boutique and the Prints
8 caught his eye. LVNA gave Plaintiff a promotional brochure about the Prints
9 (the “Brochure”). (A true and correct copy of the Brochure is attached as
10 Exhibit B.)

11 20. Plaintiff carefully read the Brochure. LVNA’s descriptions of the
12 Prints in the Brochure, the way the Prints were presented, and the prices
13 being charged led Plaintiff—and everyone else—to understand that the Prints
14 were genuine, limited-edition artworks made by Takashi Murakami.

15 21. Plaintiff went home and carefully reviewed the information in the
16 Brochure. In reliance on that information, he returned to the Boutique on
17 January 5, 2008 to buy two Prints.

18 22. Plaintiff asked to see one Print from the series “Monogram Mini
19 Multicolore – black” and another from the series “Monogram Mini
20 Multicolore – white”.

21 23. Plaintiff asked an LVNA salesperson whether Print number 18
22 was available from each series. She said it was. She brought out the Prints so
23 Plaintiff could inspect them for physical defects.

24 24. Plaintiff also asked to see the Certificates of Authenticity that
25 were being offered with the Prints. He read the Certificates and noticed that
26 they described the Prints as “numbered” but there was not, in fact, any
27 numbering on the Prints. The manager of the Boutique, Erica Viruete,
28 confirmed the defect and explained that it was a “translation error”. The

1 Boutique manager told Plaintiff that other buyers had also noticed the
2 problem but that LVNA's management was unwilling to correct the defect.
3 The manager assured Plaintiff that the Prints were just what Plaintiff thought
4 they were—genuine, limited-edition Murakami artworks.

5 25. Plaintiff completed his purchase of Prints, taking home one Print
6 from the series “Monogram Mini Multicolore – black” and another from the
7 series “Monogram Mini Multicolore – white” along with his two Certificates
8 of Authenticity. (True and correct copies of the Certificates of Authenticity
9 for each print are attached as Exhibits C and D.) Plaintiff paid LVNA \$6,000
10 for each Print—a total of \$12,000.

11 26. On January 8, Plaintiff wrote to Murakami, describing the
12 problem with the Certificates and asking him to address the problem because
13 “[n]ot only is a Certificate part of the documentation of your work, but it is
14 also a key factor in the high value of your work”. (A true and correct copy of
15 that letter is attached as Exhibit E.)

16 27. When he got no response, Plaintiff sent a second letter to
17 Murakami on January 18. This time, Plaintiff described his new concerns
18 that the term “original artwork” on the Certificate was inaccurate, and that
19 the Certificate lacked information about how the Print was made. Plaintiff
20 also repeated his concern about the numbering. Plaintiff—increasingly
21 worried about his investment in the Prints—asked Murakami to “repair the
22 canvasses so that they conform to the certificates”. (A true and correct copy
23 of that letter is attached as Exhibit F.)

24 28. Murakami never responded to Plaintiff's letters.

25 29. LVNA did.

26 30. On February 15, Plaintiff received a letter from LVNA's general
27 counsel. (A true and correct copy of that letter is attached as Exhibit G.) The
28 letter began by thanking Plaintiff for his “recent purchase of *our Louis*

1 *Vuitton* MOCA Limited Edition” canvases (emphasis added). This apparent
2 admission deepened Plaintiff’s suspicion that the Prints were not the genuine,
3 limited-edition Murakami artworks that LVNA had represented them to be.

4 31. Murakami’s refusal to answer questions about the authenticity of
5 the Prints and the sudden involvement of LVNA’s lawyers did not feel right to
6 Plaintiff, who began to seriously wonder what it was that LVNA and
7 Murakami were hiding.

8 32. Plaintiff alleges on information and belief that:

- 9 a. The Prints are not genuine, limited-edition Murakami
10 artworks;
11 b. The Prints are not “original artworks”;
12 c. That Murakami did not personally autograph any of the
13 Prints or the chassis they were mounted on.

14 33. Plaintiff alleges on information and belief that LVNA failed to
15 disclose the following material facts about the Prints prior to Plaintiff’s
16 purchase:

- 17 a. That the Prints were made out of material that LV
18 Malletier had manufactured for use in its handbags;
19 b. That Murakami had no personal involvement in the
20 manufacture of the Prints;
21 c. That the signature was applied by someone other than
22 Murakami;
23 d. That the Prints were Louis Vuitton merchandise, not
24 genuine, limited-edition Murakami artworks.

25 34. LVNA tricked Plaintiff into believing that the Prints were
26 genuine, limited-edition Murakami artworks. Doing so enabled LVNA to sell
27 them at a huge profit during the Exhibition to unsuspecting museum visitors
28 like Plaintiff.

1 35. Plaintiff purchased his two Prints in reliance on LVNA's
2 misrepresentations alleged above. The setting, presentation, and pricing of
3 the Prints, the information in the Brochure, and the conversation with the
4 sales staff at the Boutique each independently served to convince Plaintiff
5 that he was buying genuine, limited-edition Murakami artworks when, in
6 truth, he was not.

7 36. Plaintiff would never have spent \$12,000 on his two Prints if he
8 had known they were not the genuine, limited-edition Murakami artworks
9 that LVNA represented them to be.

10 37. Plaintiff would never have spent \$12,000 on his two Prints if
11 LVNA had disclosed the material facts listed above that were instead
12 omitted.

13 38. On information and belief, Plaintiff alleges that in addition to
14 Plaintiff's two Prints, LVNA sold at least 498 other Prints to people other
15 than Plaintiff at or from the Boutique. These Prints were sold with
16 Certificates of Authenticity that are nearly identical to those provided to
17 Plaintiff with his two Prints. Everyone who bought Prints relied on the
18 mistaken belief that the Prints were genuine Murakami artworks. No one
19 would have bought them had they known the whole truth about what they
20 were.

21 39. However, much of the information concerning the Prints and the
22 other buyers lies within LVNA's exclusive control, and LVNA has not seen fit
23 to share it with Plaintiff.

24 40. This lawsuit was filed in Los Angeles Superior Court on June 23,
25 2008. On July 8, 2008, Arthur personally served LVNA with 25 special
26 interrogatories, 60 inspection demands, 35 requests for admission, and a set
27 of form interrogatories which included a 17.1 companion to the requests for
28 admission. Among other questions, the discovery asks LVNA to explain the

1 source of the printed material stretched over a chassis like a painting.
 2 Assuming LVNA's full cooperation, this discovery would have removed the
 3 mystery concerning the Prints that Arthur purchased from LVNA, revealed
 4 the extent of LVNA's sales of the Prints and identified the class members.

5 41. The curator of the "©MURAKAMI" exhibition was MOCA
 6 chief curator Paul Schimmel. In July 2008, Arthur and his counsel discovered
 7 an interview published on ARTINFO in November 2007, near the beginning
 8 of the exhibition, wherein Schimmel made a startling revelation concerning
 9 the Boutique and the Prints:

10 *Whose idea was the Vuitton boutique?*

11 It was Takashi's idea to the degree that he had worked with them on two
 12 occasions. I don't think he thought they would do it. But Takashi had full
 13 control through Louis Vuitton of what has gone on inside that space. And
 14 there have been some things that have surprised me.

15 *Like what?*

16 Takashi found exactly the point that would irritate both me and Louis
 17 Vuitton. He took the materials that he had printed for various [Vuitton]
 18 products—the white one, the cherry one, five different sorts of patterns—
 19 and he had them stretched like paintings and made into a very large but
 20 numbered edition. He's sort of selling this rather high-end multiple up in
 21 the Louis Vuitton boutique.

22 Kris Wilton, *Paul Schimmel on Selling Murakami*, ARTINFO,
 23 November 15, 2007, at [http://www.artinfo.com/news/story/26065/paul-
 24 schimmel-on-selling-murakami/](http://www.artinfo.com/news/story/26065/paul-schimmel-on-selling-murakami/). (A true and correct copy of the text of this
 25 article is included as Exhibit H.)

26 42. During a face-to-face meeting held on August 1, 2008, prior to
 27 the filing of the First Amended Complaint, Arthur's counsel asked LVNA's
 28 counsel to either confirm or deny that the prints that Arthur purchased were
 the same exact material that was being used to manufacture handbags,
 wallets and the like. Arthur's counsel also asked LVNA's counsel to disclose
 the nature and extent of Murakami's personal involvement (if any) in the
 actual making of the prints. Each time, LVNA's counsel remained

1 suspiciously silent, refusing to answer.

2 43. During a telephonic “meet and confer” that took place on or
3 about September 29, 2008, Arthur’s counsel again asked LVNA’s counsel to
4 disclose whether or not the prints that Arthur purchased were in fact the
5 same printed material that had been used in the manufacture of its handbags,
6 purses and wallets. Again, LVNA’s counsel refused to answer.

7 44. LVNA has started to provide discovery responses, but they are,
8 with few exceptions, evasive and incomplete. There is still much that is
9 unknown about the authenticity of the Murakami-patterned prints LVNA
10 sold to Arthur. It stands to reason that if the prints were genuine, limited-
11 edition Murakami artworks, then LVNA would be motivated to provide that
12 information to Arthur.

13 45. LVNA’s persistent refusal to tell Arthur what he and the other
14 class members really purchased is highly suspicious, particularly since the
15 Fine Prints Act mandates its disclosure. Arthur can think of no legitimate
16 reason why LVNA would actively conceal this information. What is LVNA
17 hiding?

18 46. LVNA has also refused to disclose information to reporters who
19 have also asked for it. This lawsuit has been the focus of two articles in the
20 Los Angeles Times, an article for Bloomberg News, an article in Condé Nast
21 Portfolio magazine, and has been referred to on scores of websites and blogs.

22 47. For a June 25, 2008 article in the Los Angeles Times, LVNA and
23 Murakami “did not return calls” seeking comment. Mike Boehm, *Lawsuit*
24 *Over Murakami–Louis Vuitton Prints*, Los Angeles Times, June 25, 2008.

25 48. In a second article in the Los Angeles Times on July 3, 2008,
26 LVNA refused again to describe the nature of the works, saying only that this
27 lawsuit was “baseless litigation”. Art dealer Sidney Felsen of famed fine-art
28 printmaker Gemini G.E.L. told the Times that certificates of authenticity

1 were important because “customers should know what they’re buying”.
2 Mike Boehm, *Lawsuit Against Louis Vuitton, MOCA About Papers, Not Art*,
3 Los Angeles Times, July 3, 2008.

4 49. In an article in the October 2008 issue of Condé Nast Portfolio,
5 LVNA was again unwilling to disclose the nature of the prints. Murakami
6 refused to comment at all. A print expert at Christie’s called the certificate
7 problem “a big deal”. An art auctioneer in Santa Monica called one of the
8 Prints “a problematic piece” after he was unable to sell it at auction. Even the
9 author of the article concluded that LVNA “figured out that something was
10 wrong”. Michael Kaplan, *Repro Man*, Condé Nast Portfolio, October 2008,
11 at 122.

12 13 ALLEGATIONS SPECIFIC TO LV MALLETIER

14 50. Arthur has learned about LV Malletier’s involvement in the
15 manufacture and marketing of the Prints through discovery responses
16 provided by LVNA.

17 51. These responses indicate that LV Malletier acted in concert with
18 LVNA in the marketing, advertising and sale of the Prints, and was thereby a
19 joint participant in the wrongful conduct.

20 52. In its initial disclosures, LVNA noted that “various persons
21 employed by Louis Vuitton Malletier may have information” relevant to the
22 case. Exhibit I at 62.

23 53. In subsequent interrogatory responses, LVNA has continued to
24 point the finger at LV Malletier.

25 54. Arthur asked LVNA to identify all persons who participated in
26 writing or translating the Brochure (discussed above at ¶¶ 19–21 and shown
27 at Exhibit B). LVNA answered that the Brochure was “prepared by unknown
28 persons at Takashi Murakami’s company, Kaikai Kiki Ltd., with the

1 assistance of persons employed by Louis Vuitton Malletier in France.”
2 Exhibit J at 66.

3 55. Arthur asked LVNA to identify all persons who participated in
4 writing or translating the Certificates (discussed above at ¶¶ 26–27 and
5 shown at Exhibits C and D). LVNA answered that the Certificates were
6 “prepared by Takashi Murakami’s company, Kaikai Kiki Ltd., with the
7 assistance of persons employed by Louis Vuitton Malletier in France.”
8 Exhibit J at 65.

9 56. As to the Prints themselves, LVNA described them as “5 series of
10 limited edition artworks produced in collaboration between Louis Vuitton
11 (i.e. Louis Vuitton Malletier) and the artist Takashi Murakami”. Exhibit J at
12 66.

13 57. According to LVNA, LV Malletier was involved in both
14 manufacturing the Prints and making the representations about the Prints
15 that appeared on the Certificates and in the Brochure. Because these
16 representations were false (see ¶¶ 32–33, above), LV Malletier bears liability
17 as well.

18 19 CLASS ACTION ALLEGATIONS

20 58. The class period starts three years before the filing date of this
21 complaint and ends on the date of class certification.

22 59. Plaintiff Clint Arthur brings all claims but the third on behalf of
23 himself and the following class of persons (the “Class”):

24 “All persons who purchased merchandise portrayed as genuine,
25 limited-edition Takashi Murakami artwork from Louis Vuitton
26 North America, Inc. at or from its boutique at the Museum of
27 Contemporary Art, Los Angeles.”

28 60. Plaintiff Clint Arthur brings the third claim on behalf of himself

1 and the following subclass of persons (the “CLRA Subclass”):

2 **“All members of the Class who are ‘consumers’ within the**
3 **meaning of Cal. Civ. Code § 1761(d).”**

4 61. Specifically excluded from the Class and CLRA Subclass is
5 Defendant, any entity in which it has a controlling interest, any of its parents,
6 subsidiaries, affiliates and officers and directors; also the members of its
7 immediate families, and their heirs, successors and assigns.

8 62. The Class is likely to have 300–450 members. The Prints were
9 made in five editions of 100, for a total of 500 artworks that are at issue.
10 However, some class members bought more than one Print (for instance,
11 Plaintiff Clint Arthur) so there will be fewer than 500 discrete class members.

12 63. The CLRA Subclass is likely to have 250–400 members. Some of
13 the members of the Class are art dealers and other commercial resellers who
14 did not buy their Prints for personal, family or household purposes. They are
15 excluded from the CLRA Subclass.

16 64. This action may properly be maintained as a class action
17 pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

18 65. As required by Fed. R. Civ. P. 23(a)(1), the members of the Class
19 and CLRA Subclass are so numerous that joinder of all members is
20 impracticable. Appropriate discovery can determine the exact number of
21 class members and Defendant can readily identify class members from its
22 records.

23 66. As required by Fed. R. Civ. P. 23(a)(2), the Class and the CLRA
24 Subclass each comprise a well-defined community of interest because
25 common questions of law and fact predominate over individual questions.
26 For instance, all injuries sustained by any member of the Class or CLRA
27 Subclass arise out of the singular conduct of the Defendant in selling falsely
28 advertised and documented Prints.

- 1 67. Questions of law and fact common to the Class include:
2 a. Whether the California Sale of Fine Prints Act applies to
3 Defendant's sale of Prints at the Boutique;
4 b. Whether the Certificates of Authenticity provided to the
5 Class failed to set forth the descriptive information
6 required by the Fine Prints Act;
7 c. Whether Defendant's violation of the Fine Prints Act was
8 willful;
9 d. Whether Defendant's conduct is a violation of California
10 Business & Professions Code § 17200;
11 e. Whether Defendant's conduct constitutes a breach of an
12 express warranty;
13 f. Whether Defendants' conduct constitutes common law
14 fraud.

15 68. Questions of law and fact common to the CLRA Subclass
16 include:

- 17 a. Whether the California Consumers Legal Remedies Act
18 applies to Defendant's sale of Prints at the Boutique;
19 b. Whether Defendant's misrepresentations and omissions are
20 prohibited by the Consumers Legal Remedies Act.

21 69. As required by Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are
22 typical of the Class and CLRA Subclass.

23 70. As required by Fed. R. Civ. P. 23(a)(4), Plaintiff can fairly and
24 adequately represent the interests of the Class and CLRA Subclass. Plaintiff
25 has no conflicts of interest with other members of the Class or CLRA
26 Subclass. Plaintiff has retained counsel competent to prosecute this litigation.

27 71. As required by Fed. R. Civ. P. 23(b)(3), a class action is superior
28 to other methods for the fair and efficient adjudication of this controversy.

1 Due to the similarity of injuries, common questions of law and fact
2 predominate among the Class and CLRA Subclass. Even if any group of class
3 members could afford individual litigation, it would be unduly burdensome
4 to the courts in which the individual litigation would proceed. The class
5 action device is preferable to individual litigation because it provides the
6 benefits of unitary adjudication, economies of scale, and comprehensive
7 adjudication by a single court. Plaintiff's counsel foresees little difficulty in
8 the management of this case as a class action.

9 72. Alternatively, the Class and CLRA Subclass can be certified
10 under Fed. R. Civ. P. 23(b)(1) because there is a risk of prejudice of separate
11 actions. The complaint presents novel issues of law and separate actions
12 could result in varying results for class members as well as incompatible
13 standards of conduct for Defendant.

14 73. Alternatively, the Class and CLRA Subclass can also be certified
15 under Fed. R. Civ. P. 23(b)(2) to the extent that injunctive relief is sought for
16 the classes.

17 74. Plaintiff proposes that notice of this class action be provided by
18 individual electronic or postal mailings to the class members, or by being
19 printed in appropriate publications.

20
21 **FIRST CLAIM FOR VIOLATION OF THE**
22 **CALIFORNIA SALE OF FINE PRINTS ACT**
23 **(by plaintiff Clint Arthur, on behalf of himself and the Class,**
24 **against Defendant)**

25 75. Plaintiff repeats and incorporates by reference the preceding
26 paragraphs as if fully set forth herein and, to the extent necessary, Plaintiff
27 pleads this claim in the alternative.

28 76. Defendant's sale of Prints to Plaintiff and other class members as

1 described above constitutes a willful violation of the California Sale of Fine
2 Prints Act (the “Fine Prints Act”). Cal. Civ. Code § 1740.

3 77. The Fine Prints Act was intended to protect art buyers such as
4 Plaintiff and the class members from being defrauded by dealers of fine art
5 multiples by imposing disclosure obligations on the dealers.

6 78. The Fine Prints Act applies to all fine art multiples worth more
7 than \$100 (exclusive of the frame) that are sold into or from California.

8 79. The Fine Prints Act requires an art dealer who sells a qualifying
9 fine art multiple to provide a certificate of authenticity that sets forth the
10 descriptive information required by Cal. Civ. Code § 1744, and that includes
11 the exact statement “This is to certify that all information and the statements
12 contained herein are true and correct.” Cal. Civ. Code § 1740(j).

13 80. The Fine Prints Act applies to Defendant’s sales of the Prints at
14 the Boutique, including the Plaintiff’s purchase.

15 81. The Certificates of Authenticity that LV Malletier helped create
16 and that LVNA provided to Plaintiff and the class members with the Prints
17 they purchased fail to comply with the Fine Prints Act because:

- 18 a. They do not adequately disclose the name of the artist (Cal.
19 Civ. Code § 1744(a)(1));
- 20 b. They do not include a description of the medium or
21 process used in producing the multiple (Cal. Civ. Code
22 § 1744(a)(3));
- 23 c. They do not include a statement concerning the prior use
24 of the master image in different mediums (Cal. Civ. Code
25 § 1744(a)(4));
- 26 d. They do not state the year, approximate year or period
27 when the master image was made or when the prints were
28 produced (Cal. Civ. Code § 1744(a)(9));

- 1 e. They do not state whether the edition is limited, and if so,
2 the authorized maximum number of signed or numbered
3 prints, or both, in the edition, the authorized maximum
4 number of unsigned or unnumbered prints, or both, in the
5 edition, or the total size of the edition (Cal. Civ.
6 Code §§ 1744(a)(8) and (a)(10));
- 7 f. They do not contain the mandatory statement: “This is to
8 certify that all information and the statements contained
9 herein are true and correct.” (Cal. Civ. Code § 1740(j));
- 10 g. The statement appearing in the certificates that “This
11 artwork is signed and numbered by the artist on the
12 chassis” is patently false. (Cal. Civ. Code § 1744.7).

13 82. LVNA also violated the Fine Prints Act by failing to post in a
14 conspicuous place in the Boutique a sign that contains the message:
15 “California law provides for the disclosure in writing of certain
16 information concerning prints, photographs, and sculpture casts. This
17 information is available to you, and you may request to receive it prior
18 to purchase.” Cal. Civ. Code § 1742(c).

19 83. LVNA and LV Malletier were aware of the Fine Prints Act and its
20 application to its sales of Prints at the Boutique, and thus their failure to
21 comply with the Fine Prints Act is willful. This inference is plausible based on
22 the following facts:

23 84. LVNA and / or LV Malletier vigorously protect their intellectual-
24 property rights and other legal rights through a global network of in-house
25 and external legal counsel. Together, LVNA and / or LV Malletier have filed
26 more than 150 lawsuits in U.S. District Courts since 1990. LVNA and LV
27 Malletier can be presumed to be aware of the Fine Prints Act.

28 85. LV Malletier participated in the drafting of the Certificates,

1 suggesting that it knew of its legal obligation to do so under the Fine Prints
2 Act.

3 86. LVNA provided these certificates of authenticity to the buyers of
4 the Prints, suggesting that it knew of its legal obligation to do so under the
5 Fine Prints Act.

6 87. LVNA and LV Malletier knew that if they complied with the Fine
7 Prints Act and disclosed all the required facts, no one would buy the Prints,
8 because it would be evident that they were not genuine, limited-edition
9 Murakami artworks.

10 88. Even though Plaintiff's two letters to Murakami did not mention
11 the Fine Prints Act, LVNA's response offered him a refund of the price he
12 paid for the prints plus interest—the very remedy specified in the Fine Prints
13 Act.

14

15

SECOND CLAIM FOR FRAUD

16

(by plaintiff Clint Arthur, on behalf of himself and the Class,

17

against Defendant)

18

19

20

89. Plaintiff repeats and incorporates by reference the preceding
paragraphs as if fully set forth herein and, to the extent necessary, Plaintiff
pleads this claim in the alternative.

21

22

90. The facts supporting this claim are described with specificity at
¶¶ 10–57 and 76–88 above, and summarized here.

23

24

25

91. Defendant misrepresented certain material facts and omitted
certain others about the authorship, source, quality and characteristics of the
Prints.

26

27

92. Defendant knew that these representations were false, or at the
least, had no reasonable ground to believe they were true.

28

93. Defendant intended that Plaintiff and the Class rely on these

1 misrepresentations and material omissions in order to induce them to
2 purchase the Prints.

3 94. Plaintiff and the Class actually and reasonably relied on these
4 material misrepresentations and omissions of material fact when deciding to
5 buy their Prints.

6 95. The misrepresentations and omissions were material because
7 Plaintiff and the Class would not have bought the Prints had they known the
8 true facts about their authorship, source, quality, and characteristics.

9 96. Plaintiff and the Class were injured because what they thought
10 were genuine, limited-edition Murakami artworks were something else
11 entirely and worth a fraction of the purchase price.

12
13 **THIRD CLAIM FOR VIOLATION OF**
14 **THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**
15 **(by plaintiff Clint Arthur, on behalf of himself and the CLRA Subclass,**
16 **against Defendant)**

17 97. Plaintiff repeats and incorporates by reference the preceding
18 paragraphs as if fully set forth herein and, to the extent necessary, Plaintiff
19 pleads this claim in the alternative.

20 98. The facts supporting this claim are described with specificity at
21 ¶¶ 10–57 and 76–88 above, and summarized here.

22 99. Plaintiff and the CLRA Subclass are “consumers” within the
23 meaning of Cal. Civ. Code § 1761(d).

24 100. The Prints are “goods” within the meaning of Cal. Civ. Code
25 § 1761(a).

26 101. In the course of its transactions with Plaintiff and the CLRA
27 Subclass, Defendant violated the Consumers Legal Remedies Act by:

28 a. Passing off Louis Vuitton products as Murakami artworks

- 1 (Cal. Civ. Code § 1770(a)(1));
- 2 b. Misrepresenting the certification of the Prints (Cal. Civ.
- 3 Code § 1770(a)(2));
- 4 c. Misrepresenting the connection of the Prints with Takashi
- 5 Murakami (Cal. Civ. Code § 1770(a)(3));
- 6 d. Representing that the Prints were numbered when they
- 7 were not (Cal. Civ. Code § 1770(a)(5));
- 8 e. Representing that the Prints were original artworks when
- 9 they were made from materials that LV Malletier
- 10 manufactured for use in handbags and other consumer
- 11 goods (Cal. Civ. Code § 1770(a)(6));
- 12 f. Representing that the Prints were high-quality artworks
- 13 when they were made of the same grade of material as a
- 14 Louis Vuitton handbag (Cal. Civ. Code § 1770(a)(7));
- 15 g. Advertising the Prints with intent not to sell them as
- 16 advertised (Cal. Civ. Code § 1770(a)(9)).

17 102. A declaration of venue has been concurrently filed with this
18 complaint pursuant to Cal. Civ. Code § 1780(c).

19
20 **FOURTH CLAIM FOR VIOLATION OF**
21 **CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200**
22 **(FRAUDULENT PRONG)**

23 **(by plaintiff Clint Arthur, on behalf of himself and the Class,**
24 **against Defendant)**

25 103. Plaintiff repeats and incorporates by reference the preceding
26 paragraphs as if fully set forth herein and, to the extent necessary, Plaintiff
27 pleads this claim in the alternative.

28 104. The facts supporting this claim are described with specificity at

1 ¶¶ 10–57 and 76–88 above, and summarized here.

2 105. Defendant’s misrepresentations and material omissions to the
3 Plaintiff and the Class regarding the nature of the Prints were fraudulent
4 business acts within the meaning of Cal. Bus. & Prof. Code § 17200.

5 106. The Plaintiff and the Class were induced to buy Prints in reliance
6 on Defendant’s fraudulent business acts. The Prints are not worth what
7 Plaintiff charged for them and Plaintiff did not get what he bargained for.
8 Therefore, Plaintiff and the Class have suffered injury in fact and lost money
9 as a result of Defendant’s unlawful and fraudulent business acts.

10
11 **FIFTH CLAIM FOR VIOLATION OF**
12 **CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200**
13 **(UNLAWFUL PRONG)**

14 **(by plaintiff Clint Arthur, on behalf of himself and the Class,**
15 **against Defendant)**

16 107. Plaintiff repeats and incorporates by reference the preceding
17 paragraphs as if fully set forth herein and, to the extent necessary, Plaintiff
18 pleads this cause of action in the alternative.

19 108. The facts supporting this claim are described with specificity at
20 ¶¶ 10–57 and 76–88 above, and summarized here.

21 109. Defendant’s sales of Prints to the Plaintiff and the Class violated
22 the Fine Prints Act, the Consumers Legal Remedies Act, and constituted
23 fraud. These illegal acts were unlawful business acts within the meaning of
24 Cal. Bus. & Prof. Code § 17200.

25 110. The Plaintiff and the Class were induced to buy Prints as a direct
26 result of Defendant’s unlawful business acts. The Prints are not worth what
27 Plaintiff charged for them and Plaintiff did not get what he bargained for.
28 Therefore, Plaintiff and the Class have suffered injury in fact and lost money

1 as a result of Defendant's unlawful business acts.

2

3 WHEREFORE, Plaintiff, on behalf of himself and each class member, prays
4 for relief as set forth below:

5

6

PRAYER FOR RELIEF

7

ON ALL CLAIMS:

8

a. Certification of the proposed Class pursuant to Fed. R. Civ. P. 23;

9

b. Certification of the proposed CLRA Subclass pursuant to Fed. R.
10 Civ. P. 23.

10

11

12

ON THE FIRST CLAIM (FINE PRINTS ACT):

13

a. An order requiring Defendant to provide correct certificates;

14

b. Restitution of the purchase price of each Print plus interest;

15

c. Punitive damages of triple the purchase price of each Print plus
16 interest;

16

17

d. Reasonable attorney's fees;

18

e. Expert witness fees;

19

f. Costs, interest, and any other relief that this Court may deem just
20 and proper.

20

21

22

ON THE SECOND CLAIM (FRAUD):

23

a. Actual damages according to proof;

24

b. Punitive damages;

25

c. Costs, interest, and any other relief that this Court may deem just
26 and proper.

26

27

28

1 ON THE THIRD CLAIM (CLRA):

- 2 a. An order requiring Defendant to provide correct certificates;
- 3 b. Restitution of money acquired in violation of the CLRA;
- 4 c. Actual damages;
- 5 d. Punitive damages;
- 6 e. Reasonable attorney's fees;
- 7 f. Costs, interest, and any other relief that this Court may deem just
- 8 and proper.

9

10 ON THE FOURTH CLAIM (BUS. & PROF. CODE § 17200):

- 11 a. An order requiring Defendant to provide correct certificates;
- 12 b. Restitution of money and property acquired unlawfully;
- 13 c. Costs, interest, and any other relief that this Court may deem just
- 14 and proper.

15

16 ON THE FIFTH CLAIM (BUS. & PROF. CODE § 17200):

- 17 a. An order requiring Defendant to provide correct certificates;
- 18 b. Restitution of money and property acquired unlawfully;
- 19 c. Costs, interest, and any other relief that this Court may deem just
- 20 and proper.

21

22 Dated: November 9, 2009

THE LAW OFFICE OF DANIEL E. ENGEL

23

24

By: 

25

Daniel E. Engel

26

Attorney for Plaintiff

27

28

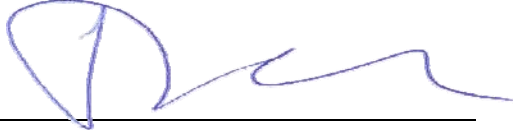
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JURY DEMAND

Plaintiff, individually and behalf of all others similarly situated,
demands a jury trial on all triable issues.

Dated: November 9, 2009

THE LAW OFFICE OF DANIEL E. ENGEL

By: 

Daniel E. Engel
Attorney for Plaintiff

1 **Index to Exhibits**

2

3 **Exhibit A** Reproductions of the five series of Prints offered at the Louis
4 Vuitton boutique at MOCA

5

6 **Exhibit B** Promotional brochure about the Prints given to prospective
7 purchasers at the Boutique

8

9 **Exhibit C** Certificate of Authenticity provided to Clint Arthur for the Print
10 “Monogram Mini Multicolore – black”

11

12 **Exhibit D** Certificate of Authenticity provided to Clint Arthur for the Print
13 “Monogram Mini Multicolore – white”

14

15 **Exhibit E** January 8, 2008 letter from Clint Arthur to Takashi Murakami

16

17 **Exhibit F** January 18, 2008 letter from Clint Arthur to Takashi Murakami

18

19 **Exhibit G** February 15, 2008 letter from LVNA to Clint Arthur

20

21 **Exhibit H** ARTINFO interview with MOCA chief curator Paul Schimmel
22 regarding the Louis Vuitton boutique at “©MURAKAMI”,
23 November 15, 2007 (Red rectangle added for emphasis)

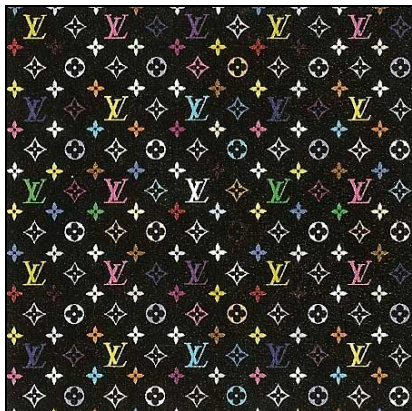
24 **Exhibit I** Excerpts from initial disclosures served by LVNA on Aug 11,
25 2009 (Highlighting added for emphasis)

26 **Exhibit J** Excerpts from interrogatory responses served by LVNA on Sept.
27 23, 2009 (Highlighting added for emphasis)

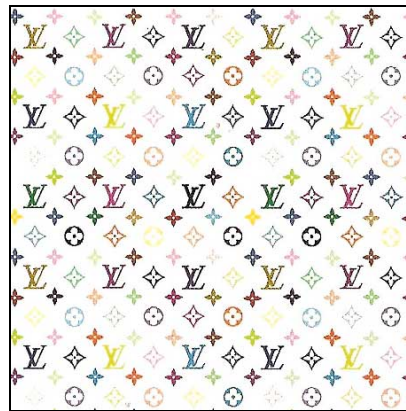
28

EXHIBIT A

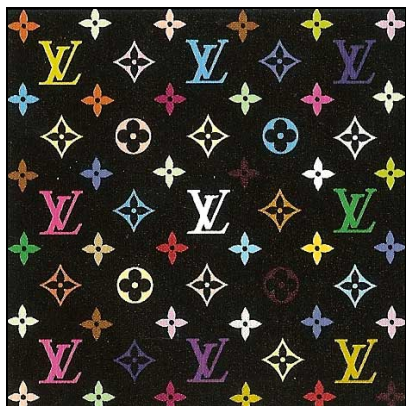
Exhibit A Reproductions of the five series of Prints offered at the Louis Vuitton boutique at MOCA



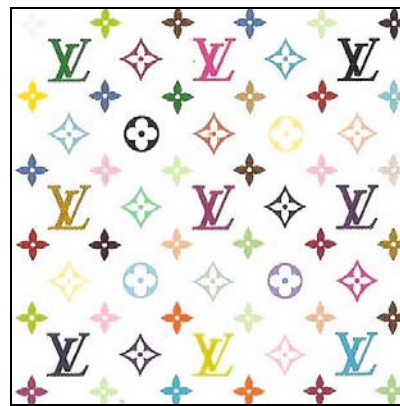
“Monogram Mini Multicolore – black”
(Plaintiff bought #18 in this series.)



“Monogram Mini Multicolore – white”
(Plaintiff bought #18 in this series.)



“Monogram Multicolore – black”



“Monogram Multicolore – white”



“Monogram Cherry”

EXHIBIT B

Exhibit B Promotional brochure about the Prints given to prospective purchasers at the Boutique

Introductory text on pages 3–4 of the brochure:

Takashi Murakami is a committed artist whose creative and innovative style endlessly surprises us. In 2002, Marc Jacobs saw his work and fell in love with it.

This marked the beginning of a major collaboration between the artist and Louis Vuitton – a collaboration that would result in many collections bridging the divide between art and fashion.

MOCA therefore has invited Louis Vuitton to be a part of its Takashi Murakami retrospective, which thoroughly reviews the work of the artist since the 1990's.

The store presents in the form of edition works a number of Monogram canvasses revisited by Takashi Murakami.

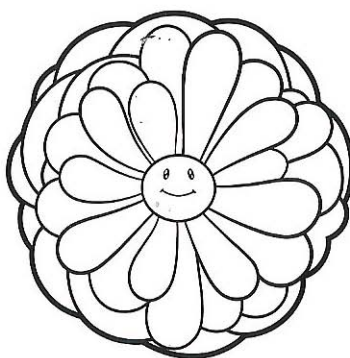
Monogram Multicolore, in its four variations, as well as a previously unseen version of Monogram Cherry, are displayed and available. The original canvasses have been hand mounted on a 16 x 16 inch chassis signed by the artist.

In all, five versions are available for sale in a limited, numbered edition of 100 each, accompanied by a certificate of authenticity.

For the time being, these unique pieces will only be available for viewing and purchase at the Louis Vuitton store inside MOCA.

Louis Vuitton MOCA space
From October 29th, 2007
through February 11th, 2008.





©MURAKAMI
The Museum of Contemporary Art
Los Angeles
2007

Takashi Murakami is a committed artist whose creative and innovative style endlessly surprises us. In 2002, Marc Jacobs saw his work and fell in love with it.

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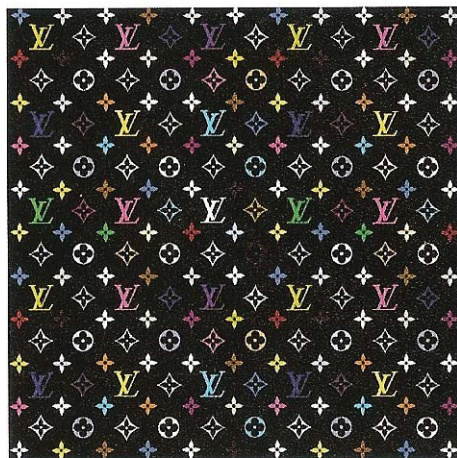
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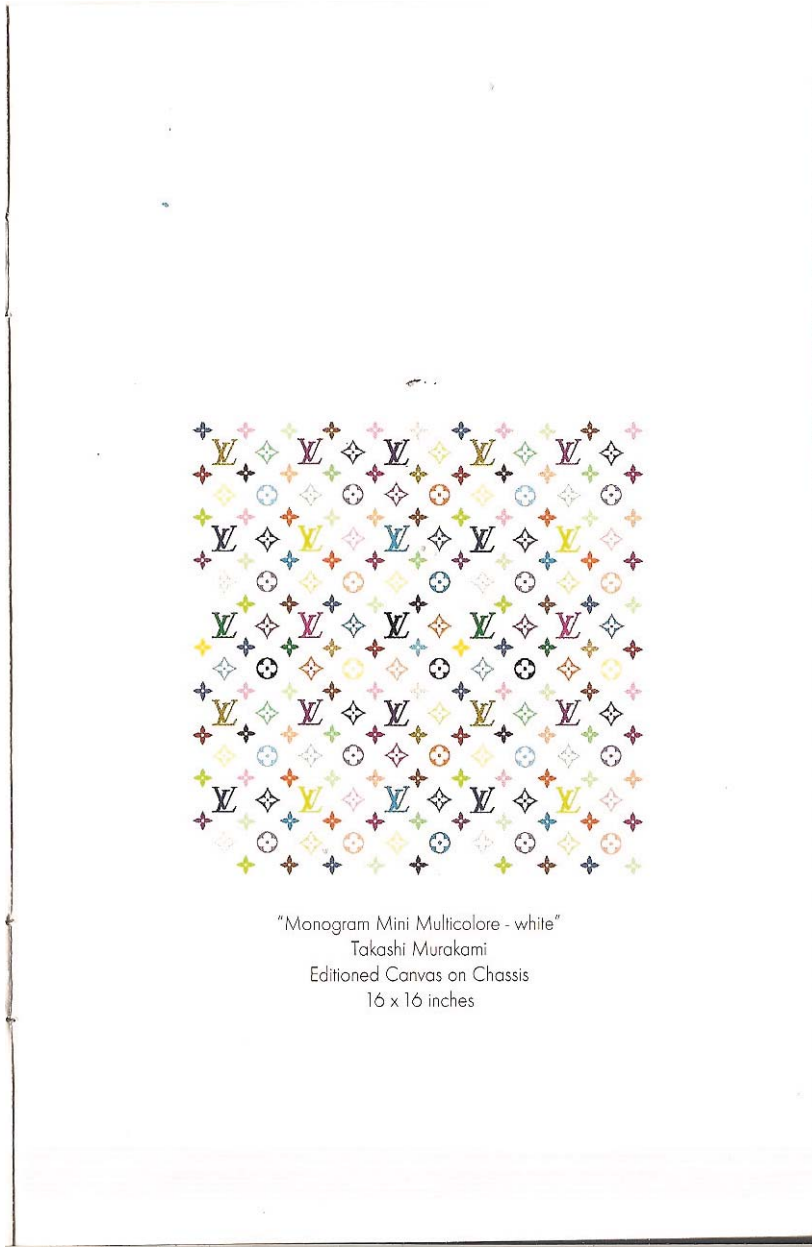
Louis Vuitton MOCA space
From October 29th, 2007
through February 11th, 2008.

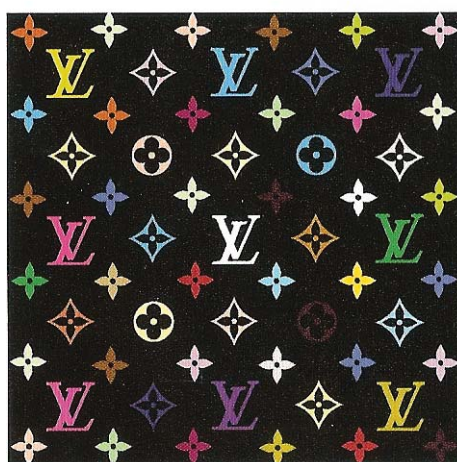
LOUIS VUITTON

MAISON FONDÉE EN 1854
PARIS

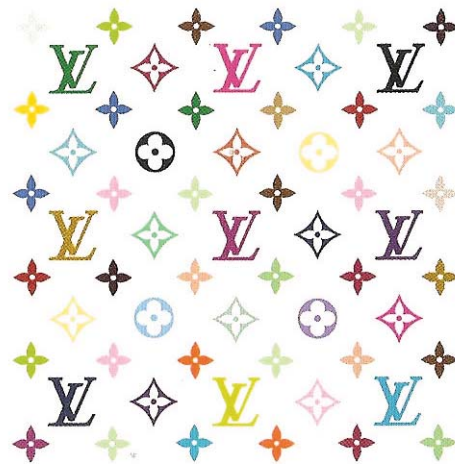


"Monogram Mini Multicolore - black"
Takashi Murakami
Editioned Canvas on Chassis
16 x 16 inches

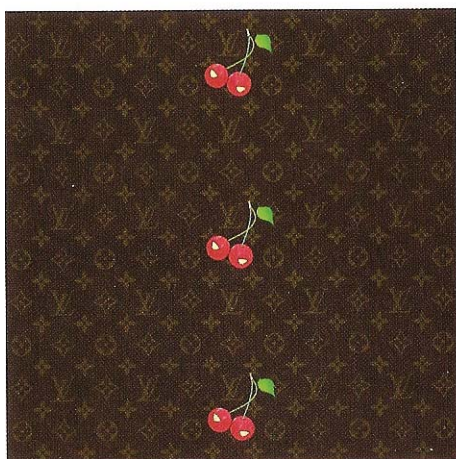




"Monogram Multicolore - black"
Takashi Murakami
Editioned Canvas on Chassis
16 x 16 inches



"Monogram Multicolore - white"
Takashi Murakami
Editioned Canvas on Chassis
16 x 16 inches



"Monogram Cherry"
Takashi Murakami
Editioned Canvas on Chassis
16 x 16 inches



The original canvases are approx. 16 x 16 inches
Monogram Multicolore was created by Takashi Murakami for Louis Vuitton
Cerises © 2004 Takashi Murakami / Kaikai Kiki Co., Ltd.
© 2007 Takashi Murakami / Kaikai Kiki Co., Ltd.



EXHIBIT C

Exhibit C Certificate of Authenticity provided to Clint Arthur for the Print
“Monogram Mini Multicolore – black”

The center text reads:

LOUIS VUITTON certifies that the Editioned Canvas entitled [sic] “Monogram
Mini Multicolore - black” is an original artwork produced in collaboration
between Louis Vuitton and artist Takashi Murakami. This artwork is signed
and numbered by the artist on the chassis.

Louis Vuitton Moca Space

From October 29, 2007 through February 11, 2008

The left corner text reads:

Los Angeles, October 29th, 2007

Editioned Canvas on chassis

16 x 16 inches

Nº 18/100

The text under the flower logo reads:

©MURAKAMI

The Museum of Contemporary Art

Los Angeles

2007

The text on the right edge reads:

©2007 Takashi Murakami/Kaikai Kiki Co., Ltd.

CERTIFICATE OF AUTHENTICITY

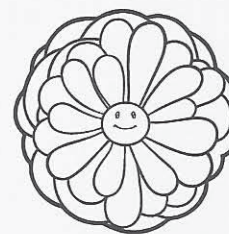
LOUIS VUITTON

certifies that the Editioned Canvas entitled "Monogram Mini Multicolore - black"
is an original artwork produced in collaboration between
Louis Vuitton and artist Takashi Murakami.
This artwork is signed and numbered by the artist on the chassis.

Louis Vuitton Moca Space
From October 29, 2007 through February 11, 2008

Los Angeles, October 29th, 2007

Editioned Canvas on chassis
16 x 16 inches
N° 18/100



©MURAKAMI
The Museum of Contemporary Art
Los Angeles
2007

©2007 Takashi Murakami/Kaikai Kiki Co., Ltd.

EXHIBIT D

Exhibit D Certificate of Authenticity provided to Clint Arthur for the Print
“Monogram Mini Multicolore – white”

The center text reads:

LOUIS VUITTON certifies that the Editioned Canvas entitled [sic] “Monogram Mini Multicolore - white” is an original artwork produced in collaboration between Louis Vuitton and artist Takashi Murakami. This artwork is signed and numbered by the artist on the chassis.

Louis Vuitton Moca Space

From October 29, 2007 through February 11, 2008

The left corner text reads:

Los Angeles, October 29th, 2007

Editioned Canvas on chassis

16 x 16 inches

Nº 18/100

The text under the flower logo reads:

©MURAKAMI

The Museum of Contemporary Art

Los Angeles

2007

The text on the right edge reads:

©2007 Takashi Murakami/Kaikai Kiki Co., Ltd.

CERTIFICATE OF AUTHENTICITY

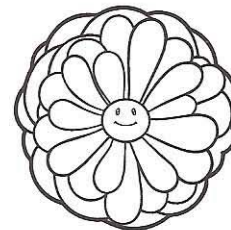
LOUIS VUITTON

certifies that the Editioned Canvas entitled "Monogram Mini Multicolore - white"
is an original artwork produced in collaboration between
Louis Vuitton and artist Takashi Murakami.
This artwork is signed and numbered by the artist on the chassis.

Louis Vuitton Moca Space
From October 29, 2007 through February 11, 2008

Los Angeles, October 29th, 2007

Editioned Canvas on chassis
16 x 16 inches
N° 18/100



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The Museum of Contemporary Art
Los Angeles
2007

©2007 Takashi Murakami/Kaikai Kiki Co., Ltd.

EXHIBIT E

CLINT ARTHUR • PO BOX 7902 • BEVERLY HILLS • CA • 90212
TEL (310) 415-0450 • FAX (702) 938-8618

Via Fax: 718 706 2218

Mr. Takashi Murikami
Kaikai Kiki New York
5-17 46th Road
Long Island City, NY 11101

January 8, 2008

Dear Mr. Murikami,

My wife and I are art collectors, and have recently become devotees of your work.

On our first visit to ©Murikami at MOCA we purchased two offset prints, "Planet 66" and "Planet 66: Summer Vacation", which we were excited to add to our collection of works by Schnabel, Haring, Picasso, Basquiat, Lichtenstein, and Warhol. Then we researched you on the internet, and were further blown away by your social consciousness, desire to help up-and-coming artists, artistic creativity, marketing prowess, and entrepreneurial genius. Three days later we returned to MOCA and purchased two Louis Vuitton "Monogram Multicolore" Limited Edition Canvases.

During our purchase we discovered a discrepancy between the Certificates which accompany the Canvases and the actual Canvases. The Certificates state that each chasis is "Signed and Numbered", but the work itself is only Signed by you, not Numbered. I am not sure if you are aware of this discrepancy in the Certificates which accompany the "Monogram Multicolore" Editioned Canvasses, but I felt it important to bring it to your attention.

We brought this discrepancy to the attention of Erica Viruete, Store Manager of Louis Vuitton at MOCA, who explained that there was "a translation error," and that none of the "Limited Edition" pieces were numbered, despite the wording on the Certificates. She further explained that many people had brought up this issue, and that she had taken it to upper level management at Louis Vuitton, but they were unwilling to do anything to address this defect.

We have read that you place enormous importance on the accuracy of translation when documenting exhibits of your work in foreign languages, and were very surprised by this issue with the Certificates. Not only is a Certificate part of the documentation of your work, but it is also a key factor in the high value of your work, both of which elements are so essentially Murikami.

My concern is that by issuing defective Certificates for this work, your Publisher/Dealer, Louis Vuitton, may be violating your Artist's Rights, undermining the integrity of these works, and potentially reducing the future value of all your work. I hope you will take decisive action, not just because I've invested thousands of dollars in your work, but also because I believe this will engender confidence among your collectors and higher prices for all things ©Murakami.

At the Wharton School of Business I read a case study where Johnson & Johnson recalled every bottle of Tylenol in America due to sabotage with poisoned capsules, and they managed

CLINT ARTHUR • PO BOX 7902 • BEVERLY HILLS • CA • 90212
TEL (310) 415-0450 • FAX (702) 938-8618

to turn it into a PR coup by emphasizing their commitment to their customers' health in the media. Perhaps you could have a special Recall Party for this work on the closing night of the MOCA exhibit, where the owners of the 500 Limited Edition Canvases could bring them in with their Certificates and original purchase receipts to have them numbered by your Factory assistants, as a demonstration of your commitment to Murakami Collectors. (Announcing this event might also help LV to sell out the editions.)

A Recall Party could entice a lot of news coverage as the Murakami "brand" elevates its status with the media to the level of giant global corporations like J&J, GM, and Sony by conducting "the world's first major factory recall of Fine Art." This type of story would put you and your company on the front page of the Business Section in newspapers worldwide, as well as the Arts Section.

It would also assemble the proud new owners of up to \$4,000,000.00 in recent Murakami purchases into a venue which could easily out-generate that amount with direct sales of "Special Edition" works at the event itself. You could create and market these works as a unique way to say "Even though it was Louis Vuitton that screwed up, I'm sorry for the inconvenience of having to bring the *defective* works back in to be repaired, and my company and I stand behind every piece of work that bears our name." Many concerts, sporting, and other cultural events generate mega revenues from onsite sales of event merchandise. I for one would jump at the chance to purchase a Special Edition Murakami on canvas from editions of 50 for \$10K, so if you had 10 sets of those available only at the Recall Party you would rake in \$5,000,000.00 in one day and make a lot of your collectors very happy while simultaneously reassuring them and the world that the Murakami brand and the Kaikai Kiki factory stand in full commitment behind the highest quality standards for their work.

I really hope that you will choose to step up on the side of your Collectors and for your work, and if there is anything I can do to be of assistance to you in this matter, please do not hesitate to call on me. In the meantime, thank you for contributing such exciting energy and work to the art world and our collection, and we look forward to hearing from you at your earliest convenience.

Sincerely,



PS: Please have a marketing representative of your company contact us as we wish to buy an original Murakami painting and original work by other artists in Kaikai Kiki Co., Ltd., and due to the issues we came upon in purchasing your work from LV (one of the world's top retailers) inside MOCA (a world-class art museum,) we'd feel a lot more comfortable buying Murakami/Kaikai Kiki art directly from the source.

Mr. Takashi Murakami, Pg. 2

EXHIBIT F

CLINT ARTHUR • PO BOX 7902 • BEVERLY HILLS • CA • 90212
TEL (310) 415-0450 • FAX (702) 938-8618

Via Fax: 718 706 2218
Mr. Takashi Murikami
Kaikai Kiki New York
5-17 46th Road
Long Island City, NY 11101

January 18, 2008

Dear Mr. Murikami,

While I have been waiting for your response to my letter of January 7, I took a closer look at the Certificates which accompany the 2 "Multicolore" canvases we bought from the Louis Vuitton store inside your © Murikami exhibit at MOCA, and have discovered 2 more issues with them. For your convenience I have scanned the Certificates and circled the problem areas.

1) The Certificates state that each Editioned Canvas is an "original artwork". How can an Editioned Canvas be an original artwork? Searching the term "Original Artwork" on Google yields the result "Art work which has been originated by the artist in person, or artwork which has been finished or embellished by the artist." Is the term "Original Artwork" an appropriate description of these canvasses?

2) As mentioned in my previous letter, the Certificates state that each canvas is signed and numbered by the artist on the chassis, while they are only signed and not numbered.

3) The Certificates do not state what type of prints they are. Generally, when a Certificate accompanies a work of art it states whether the work is a lithograph, offset print, oil painting, etc.

As the certificates bear the copyright notice "Takashi Murikami/Kaikai Kiki Co., Ltd." could you please make arrangements to repair the canvasses so that they conform to the certificates? And would you be so kind as to explain what type of printing process was used to make these beautiful works of art?

Thank you!

Sincerely,



PS: Please have a marketing representative of your company contact us as we wish to buy an original Murikami painting and original work by other artists in Kaikai Kiki Co., Ltd., and due to the issues we came upon in purchasing your work from LV (one of the world's top retailers) inside MOCA (a world-class art museum,) we'd feel a lot more comfortable buying Murakami/Kaikai Kiki art directly from the source.

CLINT ARTHUR • PO BOX 7902 • BEVERLY HILLS • CA • 90212
TEL (310) 415-0450 • FAX (702) 938-8618

CERTIFICATE OF AUTHENTICITY

LOUIS VUITTON

certifies that the Epitaph Canvas entitled "Monogram Mini Multicolore - black"
is an original artwork produced in collaboration between
Louis Vuitton and artist Takashi Murakami.
This artwork is signed and numbered by the artist on the chassis.

Louis Vuitton Moda Space
from October 29, 2007 through February 11, 2008

Los Angeles, October 29th 2007

Epitaph Canvas on chassis
16 x 16 inches
L9187-00



MURAKAMI
The Museum of Contemporary Art
Los Angeles
2007

CV08-04731-101

CERTIFICATE OF AUTHENTICITY

LOUIS VUITTON

certifies that the Latched Canvas entitled "Monogram Mini Multicolore - white"
is an original artwork produced in collaboration between
Louis Vuitton and artist Takashi Murakami.
This artwork is signed and numbered by the artist on the chassis.

Louis Vuitton Moda Space
from October 29, 2007 through February 11, 2008

Los Angeles, October 29th 2007

Latched Canvas on chassis
16 x 16 inches
L9187-100



MURAKAMI
The Museum of Contemporary Art
Los Angeles
2007

CV08-04731-102

Mr. Takashi Murakami, Pg. 2

EXHIBIT G

LOUIS VUITTON NORTH AMERICA, INC.
LEGAL DEPARTMENT

FACSIMILE TRANSMITTAL SHEET

TO: Mr. Clint Arthur	FROM: Julie Shin
COMPANY: Marsh Inc.	DATE: February 15, 2008
FAX NUMBER: 702.938.8618	TOTAL NO. OF PAGES INCLUDING COVER: 2 Page(s)
PHONE NUMBER: 310.415.0450	SENDER'S FAX NUMBER: 646.792.6088
RE: Purchase of Murakami Canvases from MOCA	SENDER'S TELEPHONE NUMBER: 212.931.2072

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Dear Mr. Arthur,

Please see the attached letter

Thank you and kind regards,
Julie Shin
Paralegal

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE SUBJECT TO ATTORNEY-CLIENT OR ATTORNEY WORK-PRODUCT PRIVILEGE AND IS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE AS RECIPIENT. IF THE READER IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL TRANSMISSION TO US VIA THE U.S. POSTAL SERVICE. THANK YOU.

625 MADISON AVENUE, 3RD FLOOR, NEW YORK, NEW YORK 10022

LOUIS VUITTON NORTH AMERICA, INC.

February 15, 2008

*Via Federal Express and
Facsimile (702-938-8618)*

Mr. Clint Arthur
1818 Kemper Street
Los Angeles, California 90065

Dear Mr. Arthur:

We would like to thank you for your recent purchase of our Louis Vuitton MOCA Limited Edition Mini Monogram White Multicolore Canvas No. 18 and Mini Monogram Black Multicolor Canvas No. 18. Due to an error in translation, the authentication certificate for the canvases indicates that the chassis are signed and numbered, when in fact, the canvases have been signed by the artist, but not numbered. As you specifically noted in your letter to Mr. Takashi Murakami dated January 8, 2008, you noticed the discrepancy between the printed certificate and the canvases when making your purchase. Notwithstanding such discrepancy, you agreed to purchase the canvases for \$12,000.

Louis Vuitton offers you a sincere apology for the error, and will be pleased to send you a revised certificate. In the event that you do not consider this remedy sufficient, we will be happy to provide you with a full refund for your canvases at the price paid plus interest, provided that the canvases are authentic and in mint condition. You may contact me within two (2) weeks of receipt of this letter if you wish to arrange this return.

Please be advised that the value and certification of authenticity of your canvases remains intact despite the typographical error on the certificate.

Please feel free to contact me at (212) 931-2167 should you wish to discuss any additional issues.

Very truly yours,


PP. Kathryn Kolanda
General Counsel



19 EAST 57TH STREET NEW YORK NY 10022 TEL: 212-931-2000 FAX: 646-792-6088

EXHIBIT H

Paul Schimmel on Selling Murakami

By Kris Wilton

Published: November 15, 2007

LOS ANGELES— Like its subject, the “© Murakami” exhibition currently on view at the **Los Angeles Museum of Contemporary Art** combines elements from pop culture with mass-market and luxury products to attention-grabbing effect. Just as **Takashi Murakami** has profited from his appropriation of Japanese anime and manga and the impressive output of his massive **Kaikai Kiki** enterprise, the exhibition is making a name for itself through high-profile associations with **Kanye West** and **Louis Vuitton**.

The media frenzy surrounding the show began before it opened, with the museum drawing criticism—or at least skepticism—from museum stalwarts and the media for its decision to include within the exhibition space a functioning boutique offering products by Vuitton, with whom Murakami has collaborated for several years.

MOCA chief curator **Paul Schimmel**, an art-world hotshot since his landmark 1992 exhibition “Helter Skelter,” which jettisoned a school of L.A. artists to recognition, organized the show, and worries that the hoopla around the boutique may overshadow the quality of the work. (He told us that despite the glut of media coverage of the show, “If you focus more on the exhibition and less on the boutique I promise you it’ll be fresh.”) He talked to ARTINFO about the criticism he’s faced, Murakami’s ties to Fluxus, and how he got Kanye to perform at the museum.

Paul, how’s the turnout for the Murakami exhibition so far?

It is a very large audience. And we had the largest members opening to date: 7,600 or 7,700 members went, which was huge, and then we had 1,200 people for the concert and gala the next night.

And you had Kanye West. How did you get him?

It came out of a collaboration that began about a year and a half ago when Kanye West was visiting Takashi in Tokyo and asked him if he would design a record album; ultimately they also did an animation together. It was really a gift. Kanye charged us a tenth of his normal fee; I’m not even sure we covered his full expenses. And he gave a spectacular performance that made for a different evening.

I heard some of the place mats got stolen from the opening dinner.

Takashi and my wife and I had gotten up at some point before dessert and were talking to people. When we returned our place mats had been pilfered. I don’t have one!

Do you think the art world has resisted Murakami’s work at all? Where does he fit in?

Look, he works with great galleries, he’s in very important collections, he’s in museums all over the world. I don’t think resistance is the case—as a matter of fact I think that one of the hallmarks of his career is

how unbelievably persuasive he's been again and again.

For me the soul of this exhibition is the space in the bunker that has an archive of 500 collectible objects—everything from key chains to postcards to plush dolls to T-shirts. It reminds me of those old Fluxus collections. I was kind of brought up on that era, and everyone from Dieter Roth to Joseph Beuys or Nam June Paik made these unlimited-edition objects, or large editions that seemed unlimited. They called them multiples—the idea was to make collectible objects that would be available to the widest audience possible.

Has such a large collection of them ever been exhibited in one place?

No. And in some ways it was the result of Takashi not wanting to take on the offer we gave to Louis Vuitton, which was to build out and operate a fully functioning boutique. I had said to him that if Kaikai Kiki wanted to do it, it's yours. He said, "You mean staff it?" I said yup and he said no.

Whose idea was the Vuitton boutique?

It was Takashi's idea to the degree that he had worked with them on two occasions. I don't think he thought they would do it. But Takashi had full control through Louis Vuitton of what has gone on inside that space. And there have been some things that have surprised me.

Like what?

Takashi found exactly the point that would irritate both me and Louis Vuitton. He took the materials that he had printed for various [Vuitton] products—the white one, the cherry one, five different sorts of patterns—and he had them stretched like paintings and made into a very large but numbered edition. He's sort of selling this rather high-end multiple up in the Louis Vuitton boutique.

How much do those go for?

I'm not sure, but I've heard five or six thousand. The Frankfurt Museum of Modern Art, who's taking the show, bought a whole set.

Has MOCA bought any?

No, but if Takashi would like to donate one, I would gracefully accept it.

So, MOCA has obviously been criticized for bringing this boutique into the exhibition space ...

Have we? No really, seriously. Have we been criticized? Read me a good one. Everything I've read, people have sort of backed off of it.

There was a criticism about how the announcement was made—you know, Tyler [Greene] felt chagrined, understandably so since he was on top of it that the *L.A. Times* was going to get the scoop. But hey, I guess that's the fast lane between blogs and newspapers.

I have certainly heard [some criticism] off the record, but most of the stuff has been either curiously positive or sort of like, What does this mean? Which is a good question, I suppose.

Tyler says it "dances around—or over—the line between ethical behavior and bald commercialism."

I would say, "Is he talking about the show or about Takashi Murakami?"

You know, the experience of participating in Takashi's art through purchases is something he laid out very clearly. He drew this out on a piece of paper a couple of years ago; I have it on my wall. It started with *audience*, and then it said *exhibition*, *shop*, and *memory*. He said you take something home with you that is the memory of the exhibition.

He's right. You can see how for some people the possession of an object triggers a richer experience. And associates it with another time.

But that's not unique. Isn't that what museum shops are for?

It's just that instead of a card or a book, which we sell all the time, Takashi offers collections of hundreds or dozens of objects. One is representative of something and one is the object itself.

What's the financial arrangement for the boutique?

There is none.

It all goes to Vuitton?

I hope not. I think Takashi's going to get a big hunk of it, don't you?

Are you seeing a hunk?

No. We have no financial interest. We did not put any money into it, we get nothing. They have to operate it and provide the product during the run of the exhibition. They staffed it, they built it, and they created a new line, which is only available there. People have to pay an entrance fee to get in, so I guess that's a direct benefit.

You don't see rent or anything?

Nothing. They did give us a considerable gift to underwrite the gala, which they were the sponsor of. But they were not a corporate sponsor for the exhibition, nor did we ask them to be.

Is the shop going with the show to the other venues?

The Kaikai Kiki archive room is traveling as part of the show, and the invitation is on the table [to take the boutique], but obviously it is something for each institution to decide. It's important though that it remain part of the exhibition, meaning within the body of the exhibition, or not associated with it at all.

So I guess you can relax a bit now that the show's open.

Doing big shows is a great deal of fun, but once the show opens, you are no longer walking the dog, the dog walks you.

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EXHIBIT I

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 21 LOUIS VUITTON NORTH AMERICA, INC.

22 UNITED STATES DISTRICT COURT
 23 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

24 CLINT ARTHUR, individually and on
 25 behalf of a class of similarly situated
 26 persons,

27 Plaintiff,

28 vs.

LOUIS VUITTON NORTH
 AMERICA, INC., a Delaware
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

Case No.: CV 08-04731 AHM (FFMx)

(Assigned to Hon. A. Howard Matz)

**DEFENDANT LOUIS VUITTON
 NORTH AMERICA INC.'S
 FED. R. CIV. P. 26(a)(1) INITIAL
 DISCLOSURES**

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Name/Title	Contact Information	General Topics of Information
		(4) Plaintiff's communications with Louis Vuitton regarding the Editioned Canvases; and (5) Other facts relating to the allegations of Plaintiff's Second Amended Complaint and the exhibits thereto.

Defendant notes that various persons employed by Louis Vuitton Malletier may have information that Defendant believes would be duplicative of the information described herein. Defendant states that such persons are residents of France who are subject to discovery only under the Hague Convention, unless willing to testify or produce documents voluntarily. Defendant does not currently anticipate seeking to introduce testimony from or documents in the possession, custody or control of any such persons in support of its defenses to this action, but will seasonably amend its disclosures to the extent other information regarding Louis Vuitton Malletier or its personnel is determined to be responsive to this category of disclosure.

Further responding, Defendant states that unknown third parties may have discoverable information that Defendant may use to support its defenses in this lawsuit, for example, various art collectors, professionals (e.g., dealers, critics, and/or appraisers), and institutions (e.g., museums, publishers, galleries, and auction houses), with discoverable knowledge about Murakami's aesthetic, the Editioned Canvases, and any subsequent sales of the Editioned Canvases at auction or elsewhere. Defendant reserves the right to revise, amend, or otherwise

EXHIBIT J

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12 Attorneys for Defendant
 13 LOUIS VUITTON NORTH AMERICA, INC.

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
 16

17 CLINT ARTHUR, individually and on
 18 behalf of a class of similarly situated
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 23 AMERICA, INC., a Delaware
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 24 inclusive,

25 Defendants.

Case No.: CV 08-04731 AHM (FFMx)

(Assigned to Hon. A. Howard Matz)

**DEFENDANT LOUIS VUITTON
 NORTH AMERICA, INC.'S
 ANSWERS TO PLAINTIFF CLINT
 ARTHUR'S FIRST SET OF
 INTERROGATORIES**

[PUTATIVE CLASS ACTION]

1 **INTERROGATORY NO. 19.**

2 PERSONALLY IDENTIFY all PERSONS who directly participated in
3 creating OR writing OR drafting OR translating the CERTIFICATES OF
4 AUTHENTICITY.

5 **ANSWER TO INTERROGATORY NO. 19.**

6 LVNA objects to this Interrogatory on the grounds that it is vague and seeks
7 information that is neither relevant nor reasonably calculated to lead to the
8 discovery of admissible evidence. Subject to and without waiving these or its
9 General Objections, LVNA states that it was not involved in creating, writing,
10 drafting, or translating the Certificates of Authenticity accompanying each
11 Editioned Canvas. Further answering, LVNA states, on information and belief,
12 that the Certificates of Authenticity were prepared by Takashi Murakami's
13 company, Kaikai Kiki Ltd., with the assistance of persons employed by Louis
14 Vuitton Malletier in France.

15 LVNA's investigation is continuing and it will supplement its answer to this
16 Interrogatory to the extent necessary during the course of discovery.

17
18 **INTERROGATORY NO. 20.**

19 PERSONALLY IDENTIFY all PERSONS who directly participated
20 creating OR writing OR drafting OR translating the "Brochure" that is referenced
21 at paragraph 16 (page 5, lines 14-17) of Plaintiff's Second Amended Complaint.

22 **ANSWER TO INTERROGATORY NO. 20.**

23 LVNA objects to this Interrogatory on the grounds that it is vague and seeks
24 information that is neither relevant nor reasonably calculated to lead to the
25 discovery of admissible evidence. Subject to and without waiving these or its
26 General Objections, LVNA states that it was not involved in creating, writing,
27 drafting, or translating the brochure referenced at paragraph 16 of Plaintiff's
28 Second Amended Complaint. Further answering, LVNA states, on information

1 and belief, that the brochure was prepared by unknown persons at Takashi
2 Murakami’s company, Kaikai Kiki Ltd., with the assistance of persons employed
3 by Louis Vuitton Malletier in France.

4 LVNA’s investigation is continuing and it will supplement its answer to this
5 Interrogatory to the extent necessary during the course of discovery.

6

7 **INTERROGATORY NO. 21.**

8 State all facts that support YOUR allegation that “LVNA acted in good faith
9 at all times,” as set forth at page 14, line 27 of YOUR answer on file herein.

10 **ANSWER TO INTERROGATORY NO. 21.**

11 LVNA objects to this Interrogatory to the extent it seeks information
12 protected from disclosure by the attorney-client privilege, work product doctrine,
13 joint defense doctrine, or any other discovery privilege or immunity cognizable
14 under any applicable law or rule of court. Subject to and without waiving this or
15 its General Objections, LVNA denies that the California Fine Prints Act applies
16 and further states that the following facts support its allegation that it “acted in
17 good faith at all times”:

18 1. The Editioned Canvases are what they were represented to be –
19 specifically, as stated on the Certificates of Authenticity, the Editioned Canvases
20 are 5 series of limited edition artworks produced in collaboration between Louis
21 Vuitton (*i.e.*, Louis Vuitton Malletier) and the artist Takashi Murakami in which
22 Murakami revisits the “Monogram” designs he previously created for Louis
23 Vuitton (the French parent). Not only did Murakami create the “Monogram”
24 textile designs featured in the Editioned Canvases in the first instance, but he also
25 conceived of the idea to revisit those designs in the form of the Editioned
26 Canvases. The artist Murakami was involved in every material aspect of the
27 creation of the Editioned Canvases, including, but not limited to, determining what
28 size the canvas and supporting chassis would be, selecting the chassis, determining

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PROOF OF SERVICE BY EMAIL

I, Matthew Butterick, declare:

I am over the age of 18 and not a party to this action. I am a resident of the county where this mailing took place. My business address is 5419 Hollywood Blvd. Ste. C731, Los Angeles CA 90027. My email address is mb@buttericklaw.com. On November 9, 2009, I emailed the following document:

THIRD AMENDED COMPLAINT FOR VIOLATION OF CAL. CIV. CODE § 1740; FRAUD; CAL. CIV. CODE § 1750; AND CAL. BUS. & PROF. CODE § 17200

Pursuant to the email stipulation already on file in this case (Docket #72), I served the document by sending it as a PDF attachment by email and then a subsequent confirmation email to the following recipients:

- Rebecca Edelson, Steptoe & Johnson LLP, redelson@steptoe.com
- Mark Neubauer, Steptoe & Johnson LLP, mneubauer@steptoe.com,
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rob.shapiro@bfkn.com
- Rachael Trummel, Barack Ferrazzano Kirschbaum & Nagelberg LLP,
rachael.trummel@bfkn.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: November 9, 2009



Matthew Butterick