

Gustavo Kinrys
4 Goose Cove Way
Nantucket, MA 02554
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Plaintiff is self-represented

Commonwealth of Massachusetts

NANTUCKET, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

Filed 8/14/2023

Gustavo Kinrys,

PLAINTIFF

v.

GWS Auctions, Vahe (Mike) Sislyan, and
Brigitte Kruse

DEFENDANT

**SUPERIOR COURT CIVIL ACTION
NO.:2375CV00031**

DEMAND FOR JURY TRIAL

COMPLAINT

Gustavo Kinrys, M.D. ("Plaintiff"), hereby sues GWS Auctions, Vahe (Mike) Sislyan, and Brigitte Kruse ("Defendants"), alleging as follows:

I. NATURE OF THE ACTION

1. The Plaintiff, Gustavo Kinrys, brings this legal complaint against the Defendants, GWS Auctions, Inc, Vahe (Mike) Sislyan, and Brigitte Kruse, alleging breach of contract, abuse of process, defamation, infliction of emotional distress, and numerous violations of

Massachusetts Consumer Law (Chapter 93A) in connection with a consumer sale agreement.

II. THE PARTIES

2. Plaintiff is an individual residing in Nantucket, Massachusetts.
3. Defendant, GWS Auctions, Inc, is a business entity engaged in auction services located at 5737 Kanan Rd #699, Agoura Hills, CA 91301. Defendants, Vahe (Mike) Sislyan, and Brigitte Kruse are individuals and the de facto Managers of GWS Auctions, Inc, and maintain a place of business at 5737 Kanan Rd #699, Agoura Hills, CA 91301.

III. JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to Massachusetts General Laws, (M.G.L.) c. 212, § 4, which grants jurisdiction to the Nantucket Superior Court for civil actions involving breach of contract and violations of Massachusetts General Laws over \$50,000.
5. Venue is proper in Nantucket County pursuant to M.G.L. c. 223 § 1, as Plaintiff resides in Nantucket County, Massachusetts.

IV. STATEMENT OF FACTS

6. On or around December 18, 2021, the Defendants conducted an auction in which the Plaintiff participated. On or about December 18, 2021, the Plaintiff won the auction on lot 12E Saturday, and subsequently, on December 20, 2021, paid a total price of \$42,000 (\$35,000 + 20% Buyer's premium) to the Defendant for the purchase of a timepiece, specifically described as "Rolex Vintage Solid 18K Yellow Gold 37mm Watch." The

Plaintiff reasonably relied on the Defendant's representations and purchased the item in question, expecting it to be genuine, in good condition, and of significant value.

7. The Plaintiff received the timepiece in early January 2022. Upon examination of the item, the Plaintiff realized that it did not match the Defendant's description. The item was significantly different from what was advertised, had undisclosed defects, and was of substantially lesser value than represented.
8. Upon thorough examination and consultation with watch experts, the Plaintiff ascertained that the timepiece is unequivocally not a genuine Rolex 6265 18k in Yellow Gold, as falsely represented by the Defendant. Specifically, it was determined that the movement of the watch is inconsistent with genuine Rolex specifications. Additionally, the stamped case number and serial number fail to correspond to the authentic Rolex model, further confirming the counterfeit nature of the item. The bracelet lacks the authenticity of 18k gold and Rolex origin, and both the bezel and watch case are identified as non-authentic Rolex components, undermining the Defendant's representation of the timepiece's authenticity.
9. The Plaintiff obtained expert opinions and appraisals confirming that the item was not authentic, had extensive damage, and was worth considerably less than its represented value. The Defendant made multiple misrepresentations regarding the authenticity, condition, and value of the item being auctioned, which induced the Plaintiff to participate and ultimately make a purchase.
10. The Defendants, engaged in deceptive practices by misrepresenting the authenticity and quality of the auctioned items, including the timepiece in question.

11. The Defendants' misrepresentations extended to claiming that the auctioned timepiece was an original and genuine Rolex Vintage Solid 18K Yellow Gold 37mm Watch, when in fact, it contained non-original parts and was not an authentic Rolex.
12. On April 4, 2022, the Plaintiff contacted the Defendant via email and phone to raise concerns about the authenticity and condition of the purchased timepiece. The Plaintiff provided detailed information regarding the discrepancies found, including details of what was revealed by the expert opinions and appraisals.
13. The Plaintiff asserts that the Defendant's actions constitute numerous violations of the Massachusetts Consumer Protection Act (M.G.L. c. 93A) including but not limited to, misrepresentation of the authenticity and condition of the item, fraudulent inducement, engaging in unfair and deceptive practices, which has caused substantial financial harm, emotional distress, and loss of confidence in the marketplace for the Plaintiff.
14. The Plaintiff diligently pursued resolution by sending a comprehensive demand letter dated February 14, 2023, to the Defendants, explicitly requesting a full refund to rectify the issues. However, despite the Plaintiff's proactive approach, approximately three weeks later, on March 7, 2023, George Michak, Esq., acting on behalf of the Defendants, responded with unwarranted resistance, rejecting any attempt to amicably resolve the matters at hand, and exhibiting a clear intent to impede and prolong the resolution process.
15. The Plaintiff made numerous attempts in good faith, including initiating AAA mediation, to resolve the matter amicably by communicating with Defendants GWS Auctions, Inc, Vahe (Mike) Sislyan, and Brigitte Kruse, their representative and counsel George Michak, Esq. and requesting a full refund and compliance with the Auction Terms and Conditions Agreement. However, Defendants have disregarded these requests and

demonstrated a persistent and deliberate intent to obstruct and protract the resolution process.

16. The Defendants have enlisted the services of an attorney, George Michak, Esq. who is renowned for representing auction houses and employing aggressive tactics that often prioritize delay and obfuscation over truth and transparency. Despite being presented with irrefutable evidence, this attorney has demonstrated a troubling willingness to disregard ethical standards in an attempt to further the Defendants' interests. Additionally, this attorney is currently facing a separate lawsuit for his flagrant violations of the code of conduct, which include the use of offensive, racist, and bigoted language. These actions are indicative of an intentional strategy aimed at discouraging the Plaintiff's pursuit of legal remedies and seeking proper redress. Such conduct not only casts doubt on the Defendants' commitment to fair and honest dealings but also raises concerns about their overall approach to litigation and dispute resolution.
17. Defendants, GWS Auctions, Inc. et al., through their attorney George Michak, deliberately engaged in extreme behavior that exhibited offensive and unlawful conduct. This conduct was specifically intended to distort, disrupt, and sabotage the mediation process, all while preventing any impartial resolution of Plaintiff's valid claims.
18. Defendants, GWS Auctions, Inc. et al., acting through their attorney George Michak, orchestrated premeditated misconduct aimed at undermining and derailing the mediation proceedings. These unlawful methods included harassment, defamation, discrimination, and legal intimidation, all directed against Plaintiff. By utilizing false and discriminatory statements, along with flagrant ethical and legal violations, Defendants sought to intimidate, tarnish the potential mediation settlement, and coerce concessions on Plaintiff's legitimate claims.

19. It became evident that Defendants, GWS Auctions, Inc. et al., operating through their attorney George Michak, had a clear intent to intentionally prolong the resolution of the claims. This action was undertaken in bad faith, with the primary objective of compelling Plaintiff to abandon the mediation process without reaching a settlement.
20. Plaintiff asserts that Defendants, GWS Auctions, Inc. et al., through their attorney George Michak, knowingly and willfully abused the mediation process. This unethical behavior was specifically aimed at denying Plaintiff an unbiased method of dispute resolution.
21. Defendants, GWS Auctions, Inc. et al., deliberately employed extreme and illicit tactics, facilitated by their attorney George Michak, both prior to and during the mediation process. This was done in an effort to distort the proceedings, coerce an unfair settlement from Plaintiff, and manipulate Plaintiff into forfeiting their legal rights regarding the business dispute concerning the sale of said counterfeit watch. This action is in violation of the clause, "Should any party fail to mediate their dispute prior to turning to litigation, that party shall lose its right to attorneys' fees as stated below even if determined to be the prevailing party".
22. Defendants, GWS Auctions, Inc. et al., through their attorney George Michak, utilized reprehensible conduct characterized by offensive statements and baseless allegations. This strategic approach was specifically designed to erode the integrity of the mediation process and hinder the impartial resolution of Plaintiff's claims. Through harassment, defamation, discrimination, and legal threats, Defendants aimed to provoke Plaintiff, disrupt any potential settlement, and obstruct the course of justice.

23. Defendants, GWS Auctions, Inc. et al., through their attorney George Michak, demonstrated actions rooted in a perceived racial superiority over Plaintiff due to Plaintiff's minority status. This reflects unlawful prejudice and bias in violation of established anti-discrimination laws.
24. The Defendants, GWS Auctions, Inc. et al., have an extensive history of lawsuits and legal actions in which they have been found liable for engaging in similar unfair and deceptive practices. These past legal proceedings have resulted in judgments against the Defendant, establishing a pattern of misconduct and a disregard for consumer protection laws.
25. The Defendant's repeated violations of consumer rights and their failure to rectify these issues demonstrate a systemic problem within their business practices. This history of legal actions against the Defendant serves as a clear warning that unless corrective measures are taken, they are likely to continue engaging in unfair and deceptive practices in the future, causing harm to unsuspecting consumers.
26. The Defendants' long and extensive history of engaging in deceptive practices is evidenced by numerous legal actions in which they have been found liable for similar misconduct, demonstrating a pattern of disregard for consumer protection laws.
27. The Defendants were explicitly made aware of the counterfeit nature of the timepiece in question. Instead of addressing the issue responsibly, they have knowingly elected to sidestep their responsibilities and unjustly shift blame onto the Plaintiff. Despite being presented with numerous opportunities to address and rectify the matter, the Defendants have consistently chosen to abstain from taking any meaningful corrective action. This calculated and deliberate refusal to address the counterfeit nature of the timepiece reflects

a marked disregard for the rights and interests of consumers, highlighting a callous indifference on the part of the Defendants.

28. The Defendants' persistent failure to address the counterfeit nature of the timepiece not only underscores their indifference towards consumers, but it also highlights their unwillingness to uphold their obligations as responsible sellers. Despite being given ample chances to rectify the issue and ensure a fair resolution, the Defendants have demonstrated a consistent pattern of avoiding their responsibilities. This pattern of behavior not only speaks to a lack of ethical considerations within their business practices, but it also casts a shadow of doubt on their intentions. By repeatedly engaging in deceptive practices and fraud, the Defendants have shown a disregard for the well-being of consumers, signaling that such conduct is normalized within their business operations.
29. The Defendants' previous legal proceedings have resulted in judgments against them, highlighting their consistent violation of consumer rights and their failure to rectify issues stemming from their misleading representations.
30. The Defendants' track record of losing legal actions against them in multiple lawsuits provides compelling evidence that corrective measures are imperative to halt the perpetuation of unfair and deceptive practices. These practices have the potential to inflict harm on unsuspecting consumers in the future.
31. The Defendants' failure to address these legitimate concerns not only reveals their lack of commitment to ethical business practices, but it also underscores a systemic issue deeply rooted within their business operations. This pattern of neglecting consumer rights and

well-being highlights the urgency for swift intervention and remediation to ensure that consumers are not further harmed by their deceptive practices.

32. The Defendants' reluctance to voluntarily take corrective action signals a troubling indifference to consumer protection, suggesting that they are willing to persist in their deceptive behavior unless compelled by a court to change their ways. Without external pressure and oversight, the Defendants' pattern of conduct is likely to persist, placing countless consumers at risk of falling victim to their unfair and deceptive practices.

V. STATEMENT OF CLAIMS

COUNT I: ABUSE OF PROCESS

31. Plaintiff fully incorporates by reference Paragraphs 1-30 as if fully stated herein.
32. The Defendants, acting through their attorney, engaged in a calculated abuse of the mediation process in blatant bad faith. Their primary intent was not to seek genuine resolution of the Plaintiff's claims, but rather to exploit the mediation proceedings as a means to delay the resolution process and manipulate an advantageous settlement outcome. Employing a range of offensive tactics, the Defendants utilized the mediation platform to further their ulterior motives, casting doubt on their commitment to a fair and just resolution of the dispute at hand.
33. Defendant's outrageous conduct demonstrates the mediation process was misused to achieve ends outside the legitimate scope of the process.
33. Misusing mediation solely to harass, delay, or obtain an unfair advantage constitutes the tort of abuse of process.
34. Plaintiff suffered monetary damages, emotional distress, and reputational injury as a direct result of Defendants' abuse of process.

COUNT II: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

35. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully set forth herein.

36. Defendants' outrageous conduct through their attorney and statements during the mediation went beyond all possible bounds of decency and are intolerable in civilized society.

37. Defendants, acting through their attorney, operated with intent or recklessness to cause Plaintiff severe emotional distress through his conduct and spread unrelated allegations of criminal misconduct.

38. Plaintiff suffered severe emotional distress as a result of Defendant's extreme and outrageous conduct.

39. As a direct result of Defendant's intentional infliction of emotional distress, Plaintiff has suffered significant emotional harm and is entitled to compensatory and punitive damages.

COUNT III: DEFAMATION

40. Plaintiff repeats and re-alleges paragraphs 1-39 as if fully set forth herein.

41. Defendants, acting through their attorney, made malicious written statements during mediation proceedings that Plaintiff had been criminally charged with unrelated matters, in order to gain advantage and derail the mediation process, despite of knowledge that Plaintiff has not been convicted of any criminal misconduct to date.

42. These statements were slanderous per se, as they alleged misconduct and criminal acts by Plaintiff in his profession as a psychiatrist.

43. Defendant knew the statements were malicious, deceptive, and made them intentionally or recklessly to damage Plaintiff's reputation, and discredit Plaintiff as part of his effort to either coerce Plaintiff to abandon the mediation, or obtain a favorable mediation resolution or advantageous settlement.

44. Plaintiff suffered economic and reputational damages as a direct and proximate result of Defendant's misleading, deceptive, and defamatory statements.

COUNT IV: BREACH OF MEDIATION AGREEMENT

45. Plaintiff fully incorporates by reference Paragraphs 1-44 as if fully stated herein.

46. The Agreement between Plaintiff and Defendants is a valid and enforceable contract.

47. Plaintiff has complied with all terms and conditions of the Agreement (Exhibit D).

48. Defendants through their attorney during mediation violated confidentiality agreements governing conduct. Breaching mediation conduct rules, and confidentiality terms by using personal attacks and making veiled threats, using racial, ethnic, and cultural discriminatory terms, constitutes a breach of contract.

49. Plaintiff suffered monetary damages, emotional distress, and reputational injury.

COUNT V: DELIBERATE ABUSE OF MEDIATION IN BAD FAITH

50. Plaintiff fully incorporates by reference Paragraphs 1-49 as if fully stated herein.

51. The Defendants, acting through their attorney, engaged in a calculated abuse of the mediation process in blatant bad faith. Their primary intent was not to seek genuine resolution of the Plaintiff's claims, but rather to exploit the mediation proceedings as a means to delay the resolution process and manipulate an advantageous settlement outcome. Employing a range of offensive tactics, the Defendants utilized the mediation platform in misfeasance to further their ulterior motives, casting doubt on their commitment to a fair and just resolution of the dispute at hand.

52. Plaintiff suffered monetary damages, emotional distress, and reputational injury.

COUNT VI: INTENTIONAL INTERFERENCE WITH CONTRACT

53. Plaintiff fully incorporates by reference Paragraphs 1-52 as if fully stated herein.

54. The Agreement between Plaintiff and Defendants is a valid and enforceable contract.

55. Plaintiff has complied with all terms and conditions of the Agreement.

56. Interfering with the mediation clause and agreement, disrupting the proceedings, and the dispute resolution process itself support an intentional interference claim.

57. As a direct result of Defendant's intentional interference with contract, Plaintiff has suffered significant financial loss, emotional distress, and reputational injury and is entitled to compensatory and punitive damages.

COUNT VII: VIOLATION OF MA CIVIL RIGHTS ACT

58. Plaintiff repeats and re-alleges paragraphs 1-57 as if fully set forth herein.

59. Defendants through their attorney violated Plaintiff's civil rights under the Massachusetts Anti-Discrimination laws by subjecting Plaintiff to threats, harassment, and attempt to deprivation of rights based solely on his race, ethnicity, and national origin.

60. Defendant's actions were grounded in perceived racial superiority over Plaintiff as a minority, reflecting unlawful prejudice.

61. Plaintiff is entitled to damages for Defendant's violations of Massachusetts anti-discrimination laws.

COUNT VIII: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

62. Plaintiff repeats and re-alleges paragraphs 1-61 as if fully set forth herein.

63. Defendants through their attorney owed a duty to Plaintiff to act with reasonable care and refrain from conduct likely to cause harm during the mediation process.

64. Defendants through their attorney breached this duty by making inflammatory statements, false allegations, and threats during mediation, without regard for the likelihood such conduct would cause emotional distress to Plaintiff.

65. Defendants knew or should have known that deceptively accusing Plaintiff of criminal conduct on unrelated matters, lacking factual support, could result in shock, humiliation, reputational injury, and severe anxiety.
66. Likewise, Defendants knew or should have known that making discriminatory remarks based on race and national origin would foreseeably cause distress and harm to Plaintiff's rights.
67. Defendant's negligence in making such inflammatory statements directly and proximately caused Plaintiff severe emotional anguish, anxiety, loss of sleep, and other mental suffering.
68. The distress suffered by Plaintiff is reasonable in light of the extreme, unjustified, and offensive nature of Defendant's actions during mediation.
69. Plaintiff is entitled to compensatory damages, costs, and any other relief deemed proper for Defendant's negligent infliction of emotional distress.

**COUNT IX: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT
- FALSE ADVERTISING**

70. Plaintiff repeats and re-alleges paragraphs 1-69 as if fully set forth herein.
71. The Defendants engaged in unfair and deceptive practices by falsely advertising the authenticity, condition, and value of the item, in violation of M.G.L. c. 93A, § 2.
72. As a result of the Defendants' false advertising, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT X: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT -
MISREPRESENTATION OF AUTHENTICITY**

73. Plaintiff repeats and re-alleges paragraphs 1-72 as if fully set forth herein.

74. The Defendants engaged in unfair and deceptive practices by misrepresenting the authenticity of the item, leading the Plaintiff to reasonably believe it was genuine, in violation of M.G.L. c. 93A, § 2.

75. As a result of the Defendants' misrepresentation of authenticity, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT XI: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT
- MISREPRESENTATION OF CONDITION**

76. Plaintiff repeats and re-alleges paragraphs 1-75 as if fully set forth herein.

77. The Defendants engaged in unfair and deceptive practices by misrepresenting the condition of the item, misleading the Plaintiff into believing it was in good condition, in violation of M.G.L. c. 93A, § 2.

78. As a result of the Defendants' misrepresentation of condition, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT XII: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT
- MISREPRESENTATION OF VALUE**

79. Plaintiff repeats and re-alleges paragraphs 1-78 as if fully set forth herein.

80. The Defendants engaged in unfair and deceptive practices by misrepresenting the value of the item, causing the Plaintiff to believe it was worth significantly more than its actual value, in violation of M.G.L. c. 93A, § 2.

81. As a result of the Defendants' misrepresentation of value, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT XIII: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION
ACT - FAILURE TO DISCLOSE DEFECTS**

82. Plaintiff repeats and re-alleges paragraphs 1-81 as if fully set forth herein.

83. The Defendants engaged in unfair and deceptive practices by failing to disclose significant defects and damage in the item, leading the Plaintiff to believe it was in a better condition, in violation of M.G.L. c. 93A, § 2.

84. As a result of the Defendants' failure to disclose defects, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT XIV: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION
ACT - UNCONSCIONABLE CONDUCT**

85. Plaintiff repeats and re-alleges paragraphs 1-84 as if fully set forth herein.

86. The Defendants engaged in unconscionable conduct by taking advantage of the Plaintiff's trust and reliance on their misrepresentations, in violation of M.G.L. c. 93A, § 2.

87. As a result of the Defendants' unconscionable conduct, Plaintiff has suffered economic damages, emotional distress, and other harm.

**COUNT XV: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION
ACT - FRAUDULENT INDUCEMENT**

88. Plaintiff hereby incorporates paragraphs 1-87 as if fully set forth herein.

89. The Defendants, with the intent to deceive and defraud, knowingly made false representations and omissions of material facts to induce the Plaintiff to participate in the auction and subsequently purchase the counterfeit timepiece.

90. The Defendants misrepresented the authenticity, condition, and value of the timepiece, leading the Plaintiff to believe that it was a genuine Rolex 6265 18k Yellow Gold watch, when in fact it contained non-genuine parts, incorrect movement, and other substantial deviations from the purported description.

91. The Defendants' false representations and omissions were made with the intention of inducing the Plaintiff's reliance on their statements, thereby causing the Plaintiff to enter into the auction transaction and pay a substantial amount for the timepiece.

92. Relying upon the Defendants' fraudulent misrepresentations, the Plaintiff proceeded with the purchase of the timepiece and subsequently suffered financial loss as a result of the counterfeit nature of the item.

93. The Defendants' fraudulent inducement was committed with the intent to deceive, defraud, and mislead the Plaintiff for their own financial gain, constituting a willful and intentional violation of consumer protection laws.

94. The Defendants' fraudulent inducement constitutes a violation of Massachusetts General Laws Chapter 93A, § 2, entitling the Plaintiff to recover actual damages, treble damages, attorneys' fees, and costs.

95. As a direct result of the Defendants' fraudulent inducement, the Plaintiff has suffered damages, including but not limited to the purchase price of the timepiece, expenses incurred in investigating the authenticity of the item, and emotional distress.

COUNT XVI: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT - FALSE ADVERTISING

96. Plaintiff repeats and re-alleges paragraphs 1-95 as if fully set forth herein.

97. The Defendants engaged in unfair and deceptive practices by falsely advertising the authenticity, condition, and value of the item, in violation of M.G.L. c. 93A, § 2.

98. As a result of the Defendants' false advertising, Plaintiff has suffered economic damages, emotional distress, and other harm.

COUNT XVII: BREACH OF CONTRACT

99. Plaintiff repeats and re-alleges paragraphs 1-98 as if fully set forth herein.

100. The Plaintiff re-alleges and incorporates paragraphs I-VI as if fully set forth herein. The failure of Defendants to fulfill their contractual obligations as specified in the Auction Agreement, Terms and conditions constitutes a material breach of contract.

101. As a result of the Defendants' breach of contract, Plaintiff has suffered economic damages, emotional distress, and reputational harm.

COUNT XVIII: IMPLIED KNOWLEDGE OF COUNTERFEIT ITEM

102. Plaintiff repeats and re-alleges paragraphs 1-101 as if fully set forth herein.

100. The Defendants' failure to rectify the issue and retrieve the counterfeit timepiece, despite being made aware of its counterfeit nature, strongly suggests that the Defendants were aware of the counterfeit status of the timepiece prior to offering it for auction.

101. By knowingly continuing to dispute the counterfeit nature of the timepiece, despite irrefutable evidence and refusing to take corrective action, the Defendants' actions demonstrate an implied knowledge of the counterfeit nature of the item.

102. As a result of the Defendants' deceptive and fraudulent practices, Plaintiff has suffered economic damages, emotional distress, and reputational harm.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a) Actual, compensatory, and consequential damages in excess of Seven Hundred Thousand Dollars (\$800,000);
- b) Injunctive relief to prevent the Defendant from engaging in similar unfair and deceptive practices in the future, arguing that without such injunctive relief it will suffer irreparable harm, the balance of equities favors Plaintiff, and the public interest would be served.
- c) Award statutory damages, treble damages, attorney's fees, and costs as permitted under Massachusetts Consumer Law (Chapter 93A).
- d) Compensatory damages for emotional distress, loss of enjoyment, and inconvenience in an amount to be determined at trial.

- e) Punitive damages to deter the Defendant from engaging in further violations of the Massachusetts Consumer Protection Act.
- f) Costs, interest, and reasonable attorney's fees; and
- g) Such other and further relief as the Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

The Plaintiff demands a trial by jury on all issues so triable.

I, Gustavo Kinrys, the Plaintiff in the above-captioned action, hereby verify under the pains and penalties of perjury that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

Dated: 08/13/2023

Respectfully submitted.

/s/ Gustavo Kinrys

Plaintiff's signature
Self-represented

Name: Gustavo Kinrys
Address: 4 Goose Cove Way
Nantucket, MA 02554
Telephone No.: 617-953-8282

EXHIBIT A



Phone: 6179538282
Email: kinrys@aol.com
Username: kinrys
Gustavo Kinrys
2 Fuller Brook Road
Wellesley, MA 02482

✓ Paid In Full

Invoice: 1025
Date: 12/19/2021

Lot	Description	Tax Rate	Amount
12E	Rolex Vintage Solid 18K Yellow Gold 37mm Watch Item Location: 5737 Kanan Rd, Agoura Hills, CA, 91301	NOTAX - 0.00	35,000.00

Payments:

Payment by Cash	12/21/2021 10:19:04 AM ET	42,000.00
	Sub-Total:	\$35,000.00
	Premium:	\$7,000.00
	NOTAX:	\$0.00
	Invoice Total:	\$42,000.00
	Balance Due:	\$0.00

Public Comments

GWS Auctions Introduces NEW CRYPTO CURRENCY PAYMENT OPTIONS!

We now gladly accept: **Bitcoin, Ethereum and much more!**

If you would like to pay using one of the crypto currencies stated above, please email: gwsauctions@gmail.com for the unique QR code.

Main pickup location is: 5737 Kanan Rd, Agoura Hills, California

BUYER PAYS ALL SHIPPING & PACKAGING MATERIAL COSTS--WE DO IN-HOUSE SHIPPING (WE ONLY SEND OUT LARGER, OR FRAGILE ITEMS TO AN OUTSIDE SHIPPER). We will combine shipping on multiple lots for our winning bidders. Shipping insurance and signature confirmation is required on each package at buyer's expense. All items will be shipped within 4-6 (BUSINESS) days of the auction, ONLY IF YOU HAVE PAID YOUR INVOICE WITHIN 48 HOURS. IF YOU MAKE A LATE PAYMENT YOUR SHIPPING WILL BE DELAYED UNTIL THE NEXT AUCTION.

In the event that you need to make a claim with FedEx you will need to complete the following:

1) KEEP THE BOX, ALL PACKING MATERIAL & THE DAMAGED ITEM (INCLUDING ALL BROKEN OR DAMAGED PIECES). **IF YOU THROW AWAY THE BOX AND PACKAGING FEDEX WILL DENY YOUR CLAIM.

We do in-house shipping. All packages will require signature confirmation, tracking & insurance.

Buyer's Premium: There is a 20% Buyer's Premium in effect for this auction.

IF PAYMENT IS NOT RECEIVED WITHIN 48 HOURS YOUR SHIPPING WILL BE DELAYED, AS WE ONLY DO SHIPPING AFTER THE AUCTION.

WE DO ALL SHIPPING IN HOUSE TO SAVE OUR CLIENTS MONEY (AS LONG AS THE ITEMS CAN FIT IN A FLAT RATE SHIPPING BOX, IF IT IS LARGER IT IS SENT TO POSTAL ANNEX IN AGOURA HILLS: (818) 707-9197 (ASK FOR ROBERT).

1- Postage, shipping insurance & signature confirmation will be manually calculated after the sale for the entire group of purchases. If you have important questions, please feel free to call us at (760) 610-4175.

2- This is a public auction and is conducted by a licensed auction company. There will be a 20% buyer's premium added to the high bid amount of each item won. Buyer's premium added to all invoices, unless otherwise stated in the catalog. The auctioneer will open bidding at a reasonable price or the pre-bid amount on each lot, and may set bidding increments as he/she deems necessary. The auctioneer's decisions are final. No lots will be broken, please do not ask.

3- Lots will be sold to the highest bidder. Absentee bids will be treated as limits, if applicable. GWS Auctions, Inc. reserves the right to refuse any bid and service to anyone for any reason. We reserve the right to pull any items at anytime from our auction. We reserve the right to retract bids as we feel fit.

4- Wording, which is subjective, and other adjectival descriptions are the opinion of the Auction House. No warranty is expressed, implied or provided, since these opinions can and do vary among individuals all bidders bid based on their own opinions of value. No lots may be returned by bidders.

4a- All "Estimated Values" provided are based on retail prices on comparable items in our local market (Los Angeles, CA).

5- All Sales Are Final.

EXHIBIT B

3A41806A30

Appraisal



Grand Caliber
2811 Mckinney Ave. Suite
260
Dallas TX 75204
512-565-3412

CUSTOMER INFORMATION

Gustavo Kinrys
2 fuller brook road
wellesley, MA 02482
617-953-8282

INSURANCE REPLACEMENT VALUE

\$10,000

ITEM DESCRIPTION

The Rolex Daytona 18k 6263, serial number 5996784 is an inauthentic watch. It has a replica aftermarket 18k gold case and an incorrect movement. The movement is a 72b, whereas the genuine model should have a 727 movement. In addition, the watch features an aftermarket bracelet. The watch also has added incorrect Rolex factory parts as the dial, bezel, hands, pushers seem to be authentic. These modifications suggest that the watch is not an original Rolex but rather a replica with authentic parts added to deceive a potential buyer. Major inconsistencies also lie in the type face of the engravings showing the reference number and serial number. Due to these discrepancies, its market value is significantly lower than of an authentic Rolex Daytona 18k 6263, with an estimated value of \$10,000. In contrast, a genuine Rolex Daytona with a correct movement is valued between \$180,000-220,000.

PHOTOS



Marco Nicolini

May 05, 2023

Marco Nicolini

Date

3A41806A30

Detailed Summary



Grand Caliber
2811 Mckinney Ave. Suite
260
Dallas TX 75204
512-565-3412

GENERAL

Brand Name	Rolex
Series	Daytona
Model Number	6263
Serial Number	5996784

WHAT IS AN APPRAISAL

An appraisal is a written opinion of value of a piece of jewelry on the date examined. It comprises all the qualitative and quantitative information necessary to determine this value. This appraisal is used to obtain jewelry insurance and reflects the approximate value to replace the item with that of like kind and quality.

TERMS AND CONDITIONS

1. This appraisal is solely for the purposes of obtaining jewelry insurance and is void if used for any other purposes.
2. The appraiser nor BriteCo LLC does not promise to buy the article from you at the Insurance Replacement Value nor at any fraction of the Insurance Replacement Value.
3. This appraisal is provided to the customer for his or her exclusive use and is not transferable to any other party.
4. The Insurance Replacement Value is an approximate value on the date examine, not an exact value. The
5. This appraisal is the written opinion of the appraiser on the authenticity, design, quality, and value of the item **composition.**
~~An appraisal is a written opinion of value of a piece of jewelry on the date examined. It comprises all the qualitative~~
~~y, design, quality, and value of the item~~
~~This appraisal is the written opinion of the appraiser on the authenticit~~
~~unless otherwise stated. Only approximate results can be expected from this type of testing.~~
7. Unless otherwise noted, gemstones are examined in mountings and settings. Weights and quality analysis is therefore approximate. Mountings and lighting conditions place limitations on the function of the appraiser and may affect the appraiser's findings. The actual quality, color and clarity of gemstones could be different if examined out of the mounting or under a different light source. The estimated weight of mounted or set gemstones are determined based on standard mathematical trade formulas.
8. Information, estimations, and opinions furnished by the appraiser and used in this report were obtained from sources considered reliable and believed to be true and correct as of the date of this appraisal. Where applicable, the appraiser may rely on gemstone laboratory reports and/or manufacturers details to determine the authenticity, design, quality, and value of the item examined. The appraiser provides no warranty on the accuracy of reports furnished by third parties.
9. Appraisal documents are unique to the article described and do not extend to items of similar appearance or composition.
10. Gemstone testing equipment may be employed to determine species, origin, quality, and authenticity (e.g. determining a natural, lab-grown, or imitation gemstone). The subjective nature of some tests paired with equipment limitations can affect the accuracy of the results. Due to this variability, the results of such tests in this appraisal are considered opinion and are not guaranteed. Unless otherwise stated, all gemstones described are assumed to be of natural origin.
11. Certain gemstones are commonly treated and accepted by the trade. The appraiser uses his or her judgment to determine if gemstones have been treated. The appraiser does not warrant, represent, or provide any definitive opinion as to whether the gemstones have or have not been treated. Unless otherwise stated, the appraiser assumes that colored gemstones listed in this appraisal have been subjected to a stable and possibly undetectable color enhancement process. Prevailing market values are based on these universally practiced and accepted gem and jewelry trade processes.
12. The identification of metals and methods of construction are determined only to the extent that the item permits. When items are marked with the fineness of the metal, the appraiser accepts this marking as correct unless otherwise stated. Only approximate results can be expected from this type of testing.
13. The appraiser and BriteCo LLC offer no representations and/or warranties for the values produced in this appraisal and assume no responsibility for matters of a legal nature affecting the article(s) appraised or the ownership thereof. Furthermore, by accepting this appraisal, you agree to hold harmless the appraiser, BriteCo LLC, and any such parties' employees and agents from all third-party liabilities, claims cost and expenses that arise out of or in connection with this appraisal and/or the performance or non-performance of any services to produce this report.
14. New York City only - This appraisal tells you the approximate price at which you could replace this article with comparable merchandise at a retail jewelry store which normally sells jewelry of like quality. You should not expect to be able to sell the article for this amount. The opinions of appraisers concerning value vary by up to 25 percent. This disclosure supersedes any conflicting disclosures in this appraisal.

EXHIBIT C

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Date: 02-14-2023

GWS Auctions, Inc
5737 Kanan Rd #699
Agoura Hills, CA 91301
(760) 238-2818

**RE: PURCHASE OF: 18K TIMEPIECE DATE OF PURCHASE: DECEMBER 20, 2021
AND NOTICE OF VIOLATION OF CONSUMER LEGAL REMEDIES ACT**

Dear Dame Brigitte Kruse and Vahe (Mike) Sislyan:

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, (hereinafter referred to as "CLRA") California Civil Code section 1750, et seq., (hereinafter referred to as the "ACT") and pursuant specifically to Civil Code section 1782, I am hereby notifying GWS Auctions, Inc, Dame Brigitte Kruse and Vahe (Mike) Sislyan, of violations of the Act and of my demand that you remedy such violation within thirty (30) calendar days from your receipt of this letter.

On or about December 18, 2021, I won an auction on lot 12E Saturday, and subsequently on December 20, 2021 paid for the timepiece (watch), "**Rolex Vintage Solid 18K Yellow Gold 37mm Watch**" from GWS Auctions, Inc for a price of \$42,500 (\$35,000 + 20% Buyer's premium).

From my email message on 04/04/2022 sent to GWS Auctions and answered by Franchesca Serrano and cc'd to Mike Sislyan and Brigitte Kruse:

"I purchased this timepiece from you and received it close to the end of December and beginning of Jan 2022. Previously, Dame Brigitte Kruse replied to my message requesting for additional information, where I specifically inquired what parts had been replaced. Dame Kruse stated that the timepiece was all original and genuine, and only some parts of the movement had been replaced by genuine Rolex parts. Upon receiving it, I loved the watch, however after a couple of months of consultation with various watchmakers and watch experts, it became clear that unfortunately it is not a genuine Rolex 6265 18k in Yellow Gold. To avoid any doubt, let me assure all readers that the watch has never left my possession and any examination by watch experts was performed through high-definition photographs and microscopic video acquisition at a magnification of 10x or higher. Although it took some exhaustive research, my efforts confirmed that the watch movement is not genuine to Rolex (none of it), and it is the incorrect movement to this watch model. Meaning the whole movement does not belong to this watch, not just parts of it. It is 72B instead of the usual 727 - two generations apart and not an authentic Rolex. In addition, the stamped case number and serial number do not correspond to the correct Rolex model, and the bracelet is not 18k gold or from Rolex. The bezel is an incorrect metal replacement bezel instead of a bakelite bezel correct for the reference number stamped on the

case. The dial is apparently a very good replica of the correct dial but not authentic Rolex either.

I understand that even to experienced watch dealers it is very hard to detect these replicas given the level of detail and methods that bad actors out there have come to develop and manage to create such a near-looking Rolex timepiece. Obviously, given these findings, the timepiece loses value significantly and likely has no market value.

Please let me know next steps and accept my most sincere apologies for the inconvenience. I mean this in the most respectful fashion as I understand that GWS Auctions is an honest and trustworthy auction house: I have been bidding in auctions for many years and I did not detect any of these issues at first, other than the replica bracelet. The watch has not been worn a single time, and I am hoping to return this timepiece to you for a full refund.”

Please be advised that the alleged unfair or deceptive acts or practices in violation of the CLRA include, but are not necessarily limited to:

1. Representing that goods have characteristics, uses and benefits which they do not have;
2. Representing that goods are of a particular standard, quality, or grade, if they are of another;
3. Representing as original or new, goods that have deteriorated unreasonably or are altered, reconditioned, reclaimed, used, or secondhand;
4. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, and
5. Inserting an unconscionable provision in a contract

Despite repeated attempts for a resolution, none has been forthcoming. GWS Auctions, Inc, Dame Brigitte Kruse and Vahe (Mike) Sislyan have failed to honor its consumer protection obligations and has failed to refund my money as requested. **Based upon the above, demand is hereby made that you refund the sum of \$42,500 to me in full.**

Please be advised that your failure to comply with this request within thirty (30) calendar days may subject you to the following remedies, which are available for a violation of the Consumer Legal Remedies Act:

- (1) The actual damages suffered;
- (2) An order enjoining you for such methods, acts or practices;
- (3) For restitution of property if applicable;
- (4) Punitive damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees.

This letter will also constitute FURTHER NOTICE that the actions as set forth above also constitute violations of California's Business and Professions Code Sections 17200, et seq., and 17500, et seq. (Unfair Business Practices and False Advertising) as unfair business acts and practices.

I look forward to receiving my refund in a timely manner. Be advised that my sincere intention is to settle this matter amicably without the need for either party to resort to any legal action. However, if I do not receive a response from you or a full refund **within thirty (30) calendar days** from the date of this letter I will have no choice but to take legal action to protect my interests, and thus seek injunctive relief, among any other relief the court deems proper as listed above. Moreover, I will be forced to post on various online forums, warning others about the company's unethical practices. I also will reach out to various consumer protection agencies, and the Office of the Attorney General of California, Mr. Rob Bonta, and file a complaint against GSW Auctions, Inc for fraudulent inducement and misrepresentation, and failing to cure this issue. Feel free to contact me by email at kinrys@aol.com or by telephone at 617-953-8282 should you wish to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gustavo Kinrys', with a stylized flourish at the end.

Gustavo Kinrys

EXHIBIT D

MICHAK ♦ LEGAL

GEORGE A. MICHAK • 717 Market Street, Suite 388 • Lemoyne, PA 17043

Tel 717.458.1822
Fax 717.458.1826
gmichak@michak.legal
www.michak.legal

March 7, 2023

Mr. Gustavo Kinryes
2 Fuller Brook Road
Wellesley, MA 02482
kinryes@aol.com

Re: GWS Auctions Inc. – Lot 12E, December 18, 2021

Dear Mr. Kinryes:

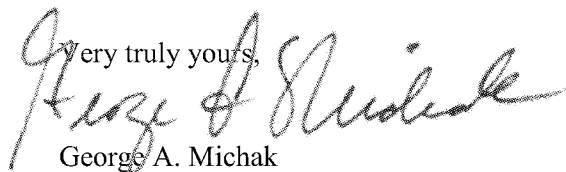
I represent GWS Auctions Inc. (“GWS”), and I am in receipt of your February 14, 2023 correspondence regarding your purchase of Lot 12E during the December 18, 2021 auction conducted by GWS. As a preliminary matter, I note that, while the auction closed on December 18, 2021 and Lot 12E was delivered to you shortly thereafter, the date of your correspondence is February 14, 2023. As such, the item was in your possession for more than a year prior to formal notice of the claimed irregularities. Moreover, the catalog description of Lot 12E clearly described the item as a vintage timepiece with respect to which original parts may have been modified and/or replaced.

Given the accuracy of the description, the significant amount of time during which you have had exclusive possession of, and control over, the item, and your representation that your complaints are based on the review of photographs by third-parties, GWS cannot comply with your demand for a full refund.

As a reminder, please recall that – in accordance with the Bidder Terms and Conditions for the auction – you agreed to engage in good faith mediation prior to the commencement of any litigation.

Kindly direct your future communications to me.

Very truly yours,



George A. Michak