

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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NY ICE, LLC, : Index No.

Plaintiff, :

-against- :

SUMMONS

CHARLES WANG, CBW/SK SPORTS
VENTURES II, INC., CBW/SK SPORTS
VENTURES, LP, and CBW/NL SPORTS
VENTURES, LLC,

: Plaintiff designates New York County as
: the place of trial

: The basis of the venue designated is that
: the defendants consented to venue in New
: York County in the contract at issue.

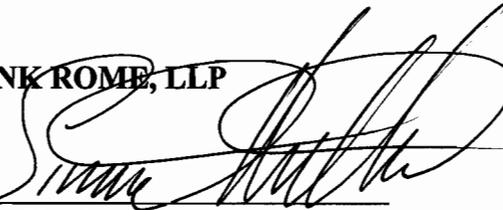
Defendants. :
----- X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the undersigned attorneys for above named plaintiff an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
August 11, 2014

BLANK ROMB, LLP

By: 

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Simon Miller

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application to be filed)

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

NY ICE, LLC,)
)
 Plaintiff,)
) Index No:
 vs.)
)
 CHARLES WANG,)
 CBW/SK SPORTS VENTURES II, INC.,) **COMPLAINT**
 CBW/SK SPORTS VENTURES, LP, and)
 CBW/NL SPORTS VENTURES, LLC)
)
 Defendants.

Plaintiff NY ICE, LLC (“NY ICE”), by its attorneys Blank Rome, LLP, as and for its Complaint against Defendants Charles Wang (“Wang”), CBW/SK Sports Ventures II, Inc. (“CBW Inc.”), CBW/SK Sports Ventures, LP (“CBW LP”), and CBW/NL Sports Ventures, LLC (“CBW LLC”) (collectively “Defendants” or “Sellers”) alleges as follows:

NATURE OF THE ACTION

1. This is a case about enforcing the parties’ agreed-upon and partially performed contract. Following extensive negotiations, Plaintiff NY ICE and Defendants entered into an agreement pursuant to which NY ICE would purchase the New York Islanders (“Islanders”) of the National Hockey League (“NHL”) from Defendants (the “Transaction”). The parties met and reached an agreement and then shook their hands on the agreement. This agreement was memorialized in a 70 page written Securities Purchase Agreement (“SPA”) which provides all material terms for the purchase of the Islanders by NY ICE. Defendants repeatedly manifested their intent to be bound by the SPA, both in writing and verbally. They stated, in writing, that the SPA was in “final form” and that they were “signed off” on it. Most significantly, both

Defendants and NY ICE began the post-contracting process of fulfilling the enumerated conditions of closing the Transaction including (a) the Defendants seeking approval of the transaction by the NHL describing the SPA as being “in final form pending your approval” and (b) NY ICE seeking and actually obtaining financing commitments to satisfy Defendants’ bank debt.

2. As the parties began to complete all conditions to closing the Transaction, Defendants, without notice, abruptly refused to proceed to close the Transaction and honor the terms of the SPA. Instead, they improperly sought to renegotiate the already agreed upon price to be paid.

3. One of the reasons for Defendant Charles Wang’s (“Wang”) about-face is now clear: *Wang was having seller’s remorse* because he believed he had agreed to sell the Islanders for a price too low after hearing the unrelated news that a \$2 billion bid was placed to purchase the Los Angeles Clippers of the National Basketball Association.

4. Notwithstanding his “my word is my honor” mantra and the documents memorializing the agreement, Wang – contrary to his word – attempted to inflate the purchase price from the \$420 million enterprise value that had been agreed-upon in March 2014. This attempt to coerce NY ICE into inflating its purchase price, after having invested over nine months attempting to finalize the ownership transfer, was nothing more than bad faith on Defendants’ part, motivated solely by greed.

5. Under the terms of the agreement, NY ICE is entitled to specific performance to force the sale of Islanders. Ownership of an NHL franchise is a unique property and the failure to follow through with the sale has caused NY Ice irreparable harm.

6. Alternatively, NY ICE is entitled to the \$10 million “break up” fee to which the parties agreed. At the very least, NY ICE is entitled to recover its costs and losses suffered as a result of Defendants’ renegeing on the agreement.

PARTIES

7. NY ICE is a Delaware limited liability company with a principal place of business located at 280 King of Prussia Road, Radnor, PA 19087.

8. Charles Wang is an individual with an address of 5 Sagamore Hill Road, Oyster Bay, NY 11771.

9. CBW Inc. is a Delaware corporation with a principal place of business located at 1600 Old Country Road, Plainview, NY 11803.

10. CBW LLC is a Delaware limited liability company with a principal place of business located at 1600 Old Country Road, Plainview, NY 11803.

11. CBW LP is a Delaware limited partnership with a principal place of business located at 1600 Old Country Road, Plainview, NY 11803.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendants as they are citizens of New York.

13. Venue is proper as to all parties as Section 10.3 of the SPA provides that the parties consent to jurisdiction in New York, New York. Furthermore, venue is proper as a substantial portion of the events giving rise to the causes of action, including negotiations, occurred in New York, New York.

FACTUAL BACKGROUND

Initial Discussions and Negotiations

14. In November 2013, Andrew Barroway, principal of NY ICE (“Barroway”) was put in contact with Wang to begin negotiations for the purchase of the Islanders. Negotiations took place telephonically, electronically, and through in-person meetings in New York.

15. Wang is a sophisticated businessman, who has been the owner of the Islanders (through Defendant entities) since 2000.

16. Wang was assisted in the negotiations by his right-hand man, Art McCarthy (“McCarthy”), who is the “Alternate Governor” for the Islanders and CFO of one of Wang’s other businesses – NeuLion, as well as Roy Reichbach who is general counsel of the Islanders as well as NeuLion.

17. Wang was also assisted by attorneys at the law firm of Kaye Scholer, including the Co-Chair of the Firm’s Corporate Department.

18. An initial in-person meeting between Wang, McCarthy, and Barroway took place in Wang’s Plainview, New York office .

19. Over the next week or two, the parties agreed on the basic framework for the sale.

20. During these negotiations, Wang repeatedly assured Barroway that he was committed to sell the Islanders to Barroway.

21. Negotiations continued in earnest between the two sides to finalize the details until an agreement was reached in March 2014.

Agreement Reached in March 2014

22. On March 10, 2014, Barroway and his attorneys met with Wang, McCarthy, Wang’s in-house lawyer, and Wang’s outside counsel at Kaye Scholer’s offices in Manhattan.

The purpose of this meeting was to finalize the agreement for the purchase of the Islanders, including finalizing the transaction documents to send to the NHL for review.

23. The March 10, 2014 meeting was successful. Wang confirmed that he agreed to sell the team to NY ICE, and the parties reached a final agreement on the structure of the purchase. The parties agreed to a purchase price based on a \$420 million enterprise value.

24. The parties also agreed that the transaction documents, which had been negotiated and drafted over the preceding weeks in contemplation of final agreement on the sale price, were finalized and they were ready to send to the NHL for review.

25. At the March 10th meeting, the parties shook hands in front of both Wang's advisers and lawyers and Barroway's lawyers. Wang and McCarthy both expressed their congratulations to Barroway.

26. On repeated occasions during the negotiations, Wang made statements to Barroway stating that Wang was an honorable man and that his word was his honor.

27. The framework for the purchase was that NY ICE would acquire 100% of the equity in the Islanders from Defendants. CBW Inc., CBW LP, and CBW LLC would then receive a 25% interest in NY ICE.

28. The purchase price was based on an enterprise value of \$420,000,000, with NY ICE paying \$100 million in cash up front, and an \$84 million promissory note issued to Defendants ("Sellers Note"). As part of the deal, NY ICE would assume certain debts and obligations of Defendants, including a \$125 million note issued to Defendants from Bank of America ("BANA Note").

29. The document memorializing the transaction is the Securities Purchase Agreement (“SPA”). A true and correct copy of the SPA is attached hereto as Exhibit “A.” The parties agreed that the nearly 70 page SPA was in “final form.”

30. The SPA contains all of the agreed-to terms (material and non-material) between the parties. For instance, the SPA specifically provides for, among other things: (1) the consideration, closing details, ticket revenue adjustments (Article I); buyer’s representations (Article II); (3) sellers’ representations (Article III); and (4) covenants and agreements regarding the operation of the team.

31. The SPA contains an express “exclusivity” provision that provided that Defendants would not negotiate with any other entity about the sale of the team. *See* SPA at Art. 5.6.

32. The SPA also provides that *after entering into the SPA*, the parties would take the steps to obtain NHL approval and obtain alternative financing, if necessary, for NY ICE to assume the \$125 million BANA Note. These were conditions to the closing of the transaction and not conditions to entering into the agreement. *See* Exhibit A at Art. 5.5, 5.12, 7.1-7.2.

The March 10, 2014 Email Confirming That Defendants Were “Signed Off” on the SPA

33. Later on March 10, 2014, after the parties reached a final agreement and shook hands, McCarthy confirmed to NY ICE’s lawyers in an email that he “spoke with Charles [Wang] and told him the paperwork is completed *and we are signed off.*” He also noted that Wang will work with NY ICE to “get the Banks on board.” *See* Email from Art McCarthy to Gary Goldenberg and Cory Jacobs dated March 10, 2014, a true and correct copy of which is attached hereto as Exhibit “B.” (emphasis added).

The Parties Begin to Perform the Agreement by Endeavoring to Fulfill the Conditions to Closing the Sale

34. Under the terms of the SPA, NHL consent to the agreement was a “condition to the closing,” not a condition to the enforceability of the parties’ agreement. See Exhibit A at Art. VII.

35. Two days after the March 10, 2014 meeting, Wang’s attorney forwarded the purchase documents to the NHL for review. Although the documents were not yet executed, Wang’s attorney noted they are “in final form” pending the NHL’s approval. *See* Email from Mark Kingsley to Gary Bettman and Dave Zimmerman dated March 12, 2014, a true and correct copy of which is attached hereto as Exhibit “C.”

36. On March 18, 2014, NHL representatives spoke with representatives from NY ICE and Defendants.

37. The only change of any substance to the SPA which the NHL wanted before approving the Transaction were for the Sellers Note to be reworked so that it could be converted into equity and for the parties to have actually obtained BANA’s consent to NY ICE assuming the BANA Note.

38. The NHL’s request for mechanical financing changes did not materially alter the parties’ agreement for Defendants to sell the Islanders to NY ICE.

39. At or about that time, Wang also informed Barroway and his advisor that the NHL wanted him to meet with other potential investment groups, but Wang stated that he would only speak with other groups as a courtesy to the NHL and that he fully intended to honor his commitment to sell the team to NY ICE.

40. On or about April 15, 2014, the parties agreed on the specific means for the conversion of the Seller's Note to equity, as required by the NHL. Wang again congratulated Barroway.

41. In fact, on multiple occasions after March 10, 2014 Wang and McCarthy congratulated Barroway at the end of meetings and provided handshakes while reaffirming the agreement to sell the Islanders to NY ICE.

NY ICE Obtains Alternative Financing to Buy Out the BANA Note

42. Pursuant to Section 5 of the SPA, as an alternative to obtaining BANA's consent to the assumption of its Note, NY ICE was permitted to seek "Alternative Financing" to assume the BANA Note obligation.

43. After April 15, 2014, the parties continued to move forward on the assumption of the BANA Note obligation, which was the last remaining piece to obtain NHL sign-off and the last key condition to closing the Transaction.

44. After discussions with BANA, NY ICE determined that the best course of action was to obtain Alternative Financing to buy out the BANA Note. NY ICE was able to secure terms for a \$125 million credit facility to buy out the BANA Note.

45. Thus, the parties had addressed the NHL's concerns, and now were set to formally close the Transaction.

Wang and the Other Defendants Attempt to Extort Higher Purchase Price

46. On June 10, 2014, Barroway and one of his representatives met with Wang and McCarthy in New York.

47. At this meeting, Wang never stated that the transaction, as agreed to in March, was not still intact.

48. At one point, however, Wang pulled Barroway into a separate room and during this conversation, he expressed that he could have obtained a higher price for the Islanders now “thanks to Steve Ballmer.”

49. This was a reference to the recent news that Steve Ballmer was ready to offer \$2 billion to purchase the Los Angeles Clippers of the National Basketball Association. Apparently, despite the parties’ agreement, Wang was plotting to squeeze a higher purchase price than the one he already accepted. On numerous occasions thereafter, Wang made smug statements, such as “thank you Steve Ballmer.”

50. Ballmer’s Clippers bid, even for a team based in downtown Los Angeles that is part of the globally popular NBA, has since been widely criticized as far outside the bounds of the marketplace for sports franchises.

51. In what can only be described as a clear case of seller’s remorse, Wang, whose greed was further stoked by the Ballmer bid, then set on a course of bad faith conduct to improperly renege on the agreement and eventually blind-side NY ICE with a substantially-increased price demand.

52. Wang, faced with the choice of honoring the terms of the SPA as well as his word, commitment, and agreement to NY ICE on the one hand and greed on the other, chose greed.

53. After Wang returned from a Caribbean vacation, the parties scheduled an in person meeting for July 16, 2014 at Wang’s Plainview, New York office.

54. At this meeting, Barroway and NY ICE’s representative met with McCarthy and Wang.

55. Immediately upon Barroway's arrival, Wang ushered Barroway to a separate room and expressed concerns about the parties' agreement that were never previously raised. This was clear pretext for Wang to attempt to extort an increase in the purchase price.

56. Wang, just as he had on multiple prior occasions, interjected gratuitous comments "thanking" Steve Ballmer.

57. Wang then blind-sided Barroway by demanding \$548 million for the team.

58. The parties met again on July 28, 2014 where Defendants, despite the parties' agreement, continued their unscrupulous and greedy efforts to renege on the deal and extort a greater purchase price.

59. Wang informed Barroway on August 1, 2014 -- while Wang was vacationing in Hawaii -- that he decided to sell the Islanders to a different investment group. To pull the rug from NY ICE's feet and sell to another group after NY ICE and Defendants reached an agreement in March 2014 is the culminating event of Defendants' overall bad faith conduct.

60. The specifics of the deal between the two sides were complete in March 2014 and NY ICE addressed the two mechanical issues that the NHL raised. If not for Wang's subsequent greed, exacerbated by the unrelated Steve Ballmer bid, the sale would have been consummated. NY ICE is entitled to specific performance to effectuate the parties' agreement and injunctive relief preventing the sale of the Islanders to any other entity or person.

FIRST CAUSE OF ACTION

(Breach of Contract -- Specific Performance against Defendants CBW Inc., CBW LP, and CBW LLC)

61. The allegations contained in Paragraphs 1-60 are incorporated by reference as if fully set forth herein.

62. On March 10, 2014, the parties reached an agreement for Defendants to sell the Islanders to NY Ice for the purchase price of \$420,000,000 in enterprise value. The agreement was accepted by both sides and the ultimate contractual objective, the terms for the purchase of the Islanders, had been reached.

63. On March 12, 2014, Defendants sent the finalized transaction documents to the NHL for review and Wang met in person with representatives from the NHL.

64. Defendants stated, in writing, that these documents were in “final form.”

65. The SPA is the primary document that reflected the parties’ agreement.

66. Following the March 10, 2014 meeting, the parties intended that they be bound by the SPA notwithstanding that it had not yet been physically signed.

67. Section 10.10 of the SPA provides for specific performance as a remedy for violations of the terms of the SPA. Defendants violated the most basic term of the SPA -- sale of the Islanders at the agreed-upon price.

68. Defendants’ bad faith conduct -- reneging on a deal that it had already accepted -- breached the SPA and the parties’ agreement.

67. Ownership of an NHL franchise is a unique property, and Defendants’ breach of the agreement between the parties has caused irreparable harm.

68. NY Ice is entitled to specific performance of the terms of the SPA compelling Defendants to proceed in good faith to fulfill any remaining closing conditions and close the Transaction for the sale of the Islanders as contemplated in the SPA.

SECOND CAUSE OF ACTION

(Breach of Contract – Payment of the Break Up Fee as Liquidated Damages against Defendants CBW Inc., CBW LP, and CBW LLC)

69. The allegations contained in Paragraphs 1-68 are incorporated by reference as if fully set forth herein.

70. In the alternative to the First Cause of Action, NY ICE is entitled to liquidated damages as set forth in the SPA based on Defendants' improper "termination" as that term is defined in the SPA.

71. Section 9.2 of the SPA provides for a \$10 million "break up" fee (the "Break Up Fee") should Defendants terminate the agreement without closing. *See* Exhibit A at Art. 9.2(b)(iv)-(v) (the "Termination Clause").

72. Under the terms of the Termination Clause, Defendants could terminate the Transaction "if satisfaction of any of the conditions in Section 7.2 [conditions of closing] is or becomes incapable of fulfillment." Exhibit A at Art. 9.1(c).

73. By refusing to proceed with the Transaction Defendants "terminated" the SPA.

74. As of the time Defendants refused to proceed with the Transaction, there was no condition of closing which was incapable of fulfillment.

75. Pursuant to the Termination Clause, NY Ice is entitled to the Break Up fee.

76. As a result of Defendants' breach of contract, NY ICE is entitled, as an alternative to specific performance, to damages in the amount of not less than \$10 million, together with interest, thereon.

THIRD CAUSE OF ACTION

(Breach of Contract – Breach of Exclusivity Provision against Defendants CBW Inc., CBW LP, and CBW LLC)

77. The allegations contained in Paragraphs 1-76 are incorporated by reference as if fully set forth herein.

78. Section 5.6 of the SPA contains an express exclusivity clause (“Exclusivity Clause”).

79. The Exclusivity Clause prohibited Defendants from entering into any contract or accepting any offer from any other person.

80. Upon information and belief, Wang and the rest of Defendants negotiated with other potential purchasers and reached an agreement, even though Defendants had an agreement with NY Ice as of March 10, 2014 and the SPA was conceded to be in “final form.”

81. Contrary to Wang’s false statement that he was meeting with other buyers as a courtesy to the NHL only, Wang and the Defendants, upon information and belief, were negotiating and agreeing to sell to another group in material breach of Section 5.6. Section 5.6 provides that any breach of the Exclusivity Clause would cause “irreparable damage” and entitle NY Ice to injunctive relief “in addition to any other remedy to which Buyer may be entitled at law or in equity.”

82. NY ICE is entitled to a declaration that Defendants are in breach of the Exclusivity Provision.

FOURTH CAUSE OF ACTION

(Breach of Contract/Breach of Duty to Negotiate in Good Faith – Costs/ Damages against Defendants CBW Inc., CBW LP, and CBW LLC)

83. The allegations contained in Paragraphs 1-82 are incorporated by reference as if fully set forth herein.

84. It is undisputable that, at the very least, as of March 10, 2014, the parties had an agreed-to framework for a purchase in place with the intention that the parties would negotiate in good faith to rectify any open issues raised by the NHL review of the finalized transaction documents. The \$420 million enterprise value purchase price was a closed term agreed-to as of March 10, 2014.

85. Defendants, principally through Wang's unsavory conduct, failed to meet their duty to negotiate any remaining open terms in good faith.

86. Instead, after seeing an NBA franchise obtain a \$2 billion bid, Wang believed that he could obtain more money for the Islanders than he already accepted in his agreement with NY Ice.

87. Wang and the other Defendants embarked on a bad faith campaign to break apart the deal. Wang's bad faith culminated in his refusal to honor the agreement and indication of intent to sell to another buyer.

88. This conduct is especially egregious in light of the fact that NY Ice and Barroway performed all the tasks to satisfy the NHL's comments to the transaction.

89. As a direct and proximate result of Defendants' failure to negotiate any remaining open items in good faith, NY Ice sustained significant damages.

FIFTH CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing against Defendants CBW Inc., CBW LP, and CBW LLC)

90. The allegations contained in Paragraphs 1-89 are incorporated by reference as if fully set forth herein.

91. On March 10, 2014, the parties met and reached an agreement for Defendants to sell the Islanders to NY ICE for the purchase price of \$420,000,000 in enterprise value. All the details of the agreement were accepted by both sides and the ultimate contractual objective, the terms for the purchase of the Islanders, had been reached.

92. On March 12, 2014, Defendants sent the finalized transaction documents to the NHL for review. Defendants admitted that these documents were in “final form” and ready for execution.

93. As of March 10, 2014, the parties had an agreement for a purchase in place with the intention that the parties would negotiate in good faith to rectify any open issues raised by the NHL review of the finalized transaction documents.

94. Defendants, principally through Wang’s unsavory conduct, failed to meet their duty to perform their contractual obligations in good faith or, at the very least, negotiate any open terms in good faith. Wang’s attempt to obtain a higher purchase price from NY ICE is inconsistent with the closed price term of \$420 million established on March 10, 2014.

94. As a direct and proximate result of Defendants’ failure to act in good faith, NY ICE sustained significant damages. As a result of Defendants’ breach of the covenant of good faith and fair dealing, NY ICE requests that this Court enter judgment in its favor and against Defendants for damages in an amount to be determined at trial, together with pre- and post-judgment interest.

SIXTH CAUSE OF ACTION

(Permanent Injunction against all Defendants)

95. The allegations contained in Paragraphs 1-94 are incorporated by reference as if fully set forth herein.

96. Defendants represented that they were committed to sell the Islanders to NY ICE. On multiple occasions, Wang, represented that his “word” is his “honor.”

97. Wang agreed that he would sell the Islanders to NY ICE for \$420,000,000 enterprise value. On March 10, 2014, Wang shook hands with Barroway confirming the deal and the parties finalized the documentation.

98. Wang perpetuated this agreement and his representations throughout the following few months while the parties were addressing the mechanical details to obtain NHL approval of the deal.

99. NY ICE addressed the necessary items. However Wang was struck by seller’s remorse and changed his mind.

100. NY ICE and Barroway understood that the represented and agreed-to purchase price of \$420,000,000 in enterprise value was a final agreement. Wang knew that NY ICE and Barroway were acting under that representation, which was distilled in a written SPA. Wang’s subsequent attempt to extort a higher sale price and his indication of intent to sell to another buyer were a breach of the parties’ agreement.

101. Defendants violated Section 5.6 of the SPA (Exclusivity Clause), which expressly provides for the availability for injunctive relief. Further, Section 10.10 of the SPA provides for specific performance and the availability of “injunctive relief.”

102. The purchase of an NHL franchise is a unique property that is not adequately remedied through money damages.

103. NY ICE will suffer irreparable harm as a result of Defendants' misconduct.

104. NY ICE is entitled to a permanent injunction barring Defendants from negotiating with or transacting a sale of the New York Islanders or any interest in the entities which own the New York Islanders to any person or entity other than NY ICE.

SEVENTH CAUSE OF ACTION

(Promissory Estoppel against all Defendants)

105. The allegations contained in Paragraphs 1-104 are incorporated by reference as if fully set forth herein.

106. Defendants made a clear and unambiguous promise that they would sell the Islanders to NY ICE for \$420,000,000 enterprise value.

107. This agreement was memorialized in the SPA, which Defendants conceded was in "final form" when they forwarded the documents to the NHL.

108. NY ICE reasonably relied on the promise and actions of Defendants including, without limitation, Wang pledging on multiple occasions pledged that his "word is his honor." NY ICE's reliance was foreseeable.

107. NY ICE has been significantly harmed and incurred substantial costs and expenses in reliance on Defendants' promise, totaling more than \$2 million. NY Ice is entitled to judgment in its favor and against Defendants for damages, including costs and fees (including reasonable attorneys' fees), pre- and post-judgment interest, and any such other and further relief as may be deemed just and proper.

WHEREFORE, NY ICE respectfully requests that this Court enter judgment in its favor as follows:

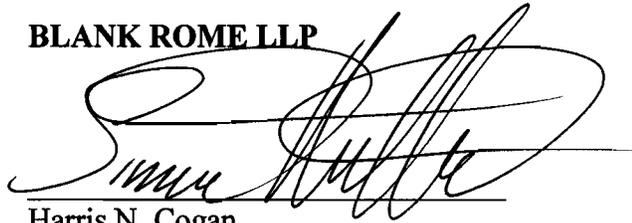
- (a) On its First Cause of Action, granting specific performance enforcing the sale of the Islanders from Defendants to NY Ice at the agreed-to price of \$420 million enterprise value;
- (b) On its Second Cause of Action, in the alternative, awarding liquidated damages in the amount of \$10 million;
- (c) On its Third Cause of Action, declaring that Defendants have breached the Exclusivity Clause and awarding damages in an amount to be determined at trial;
- (d) On its Fourth Cause of Action, awarding damages in an amount to be determined at trial;
- (e) On its Fifth Cause of Action, awarding damages in an amount to be determined at trial;
- (f) On its Sixth Cause of Action, granting a permanent injunction barring Defendants from selling the Islanders to anyone but Plaintiff;
- (g) On its Seventh Cause of Action, awarding damages in an amount to be determined at trial;
- (h) Together with pre and post judgment interest, costs and expenses, including reasonable attorneys fees; and

(i) Granting NY ICE such other and further relief as the Court may deem just, proper and equitable.

Dated: New York, New York
August 11, 2014

Respectfully submitted,

BLANK ROME LLP

A handwritten signature in black ink, appearing to read "Harris N. Cogan", written over a horizontal line.

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