

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

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ALEXANDRA WATERBURY,

Plaintiff,

Index No. 158220/2018

-against-

NEW YORK CITY BALLET, INC., JARED
LONGHITANO, CHASE FINLAY, SCHOOL OF
AMERICAN BALLET, AMAR RAMASAR,
AND, ZACH CATAZARO

**DEFENDANT NEW YORK CITY
BALLET, INC.’S VERIFIED ANSWER
AND AFFIRMATIVE DEFENSES TO
PLAINTIFF’S AMENDED VERIFIED
COMPLAINT**

Defendants.

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Defendant New York City Ballet, Inc. (the “Ballet”), through its attorneys Proskauer Rose LLP, provides the following Verified Answer and Affirmative Defenses (the “Answer”) to the allegations of the Amended Verified Complaint (the “Complaint”) of Plaintiff Alexandra Waterbury. The Ballet moves by separate filing to dismiss each of the causes of action alleged against the Ballet pursuant to CPLR 3211(e) and CPLR 3211(a)(7).

PRELIMINARY STATEMENT

The Ballet is a world-class artistic institution that prides itself on its humane and egalitarian ideals as much as its unrivaled creative achievement. As a physical art form, ballet demands consummate respect and trust among dancers, whose performances require a bodily intimacy seldom found in other artistic or professional settings. The same values of respect and trust necessitated by the art form have long been among the Ballet’s guiding principles in matters that take place away from the stage. Indeed, the Ballet has nearly 100 dancers and numerous choreographers, ballet masters, staff members, musicians, and stage hands, the vast majority of whom exemplify these qualities on a daily basis.

Against that backdrop, the Ballet finds the conduct alleged in the Complaint to be unrecognizable and contrary to the Ballet's core values. That conduct, however, centers on a private, romantic relationship between a former Ballet employee and Plaintiff, who has never had any affiliation with the Ballet. The conduct at issue simply does not involve the Ballet, and no matter how contemptible those activities are alleged to have been, the law does not and could not impose responsibility for them on the Ballet. As the Ballet responds in detail to Plaintiff's allegations below, it emphasizes that critical distinction. Regardless of the Ballet's views on the type of conduct alleged in the Complaint, Plaintiff's legal action against the Ballet is entirely unfounded.

AS TO "NATURE OF THE CLAIMS"

1. The Ballet denies the allegations in Paragraph 1 of the Complaint and states that it does not and has not endorsed any disregard of the law in general or any violation of the basic rights of women in particular, who are longstanding and prominent members of the Ballet community.

2. The Ballet denies that Jared Longhitano was a "Junior Board Member" of the Ballet, denies that Mr. Longhitano was the "Founding Junior Board Member of the Young Patrons Circle," and denies that any alleged conduct by Mr. Longhitano was "in the scope of his employment with, and as an agent of" the Ballet because Mr. Longhitano has never been an employee or agent of the Ballet. The Ballet states that it does not have and has never had a "Junior Board" or "Junior Board Members," and that Plaintiff has absolutely no basis for these allegations. The Ballet denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 2 of the Complaint because they relate to Mr. Longhitano's alleged private communications and the alleged effects of those communications.

3. The Ballet denies the allegations in Paragraph 3 of the Complaint and states that the School of American Ballet (the “SAB”) is and at all relevant times has been a separate institution not owned or operated by the Ballet. The Ballet states that Plaintiff has never had any affiliation with the Ballet.

4. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 4 of the Complaint, which relate to what Plaintiff allegedly discovered about her private, romantic relationship with Finlay.

5. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 5 of the Complaint, which relate to what Plaintiff allegedly learned about photographs and videos taken in the context of her private, romantic relationship with Finlay and/or during their sexual encounters.

6. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 6 of the Complaint and states that if defendant Chase Finlay (“Mr. Finlay”) or any other individual shared sexual videos and images, as alleged in Paragraph 6, he did not do so within the scope of his employment or agency and did so without the Ballet’s knowledge, consent or approval.

7. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 7 of the Complaint, which relate to the appearance that certain allegations have to Plaintiff.

8. The Ballet denies the allegations of Paragraph 8 of the Complaint.

9. The Ballet denies the allegations of Paragraph 9 of the Complaint.

10. The Ballet denies the allegations of Paragraph 10 of the Complaint.

11. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 11 of the Complaint, which relate to Plaintiff's motivations for filing this lawsuit.

AS TO "PARTIES TO THE CASE"

12. The Ballet denies that Plaintiff is a former student of the Ballet, as alleged in Paragraph 12 of the Complaint, and states that Plaintiff has never had an affiliation of any kind with the Ballet. The Ballet denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 12 of the Complaint.

13. The Ballet admits the allegations in Paragraph 13 of the Complaint.

14. The Ballet denies the allegations of Paragraph 14 of the Complaint and states that it does not own a separate production company, rather it stages productions from its principal place of business at 20 Lincoln Center Plaza, New York, New York 10023.

15. The Ballet denies the allegations of Paragraph 15 of the Complaint.

16. The Ballet denies the allegations of Paragraph 16 of the Complaint, except admits that Mr. Longhitano was a "Young Patron" insofar as he is a former member of the Ballet's Young Patrons Group, which is a patrons group for individuals under the age of 40. The Ballet states that Mr. Longhitano donated a total of approximately \$12,000 to the Ballet between 2010 and 2016, well before any of the conduct in the Complaint is alleged to have occurred. The Ballet further states that it has donated to the charitable organization Women in Need an amount equivalent to the total of Mr. Longhitano's contributions to the Ballet.

17. The Ballet denies the allegations of Paragraph 17 of the Complaint.

18. The Ballet denies the allegations of Paragraph 18 of the Complaint except admits that it previously employed Mr. Finlay. The Ballet further states that it employed Mr. Finlay as a

dancer, including a principal dancer, but that Mr. Finlay was not a “principal” of the Ballet as the term is used in Paragraph 18.

19. The Ballet denies the allegations of Paragraph 19 of the Complaint except admits that it previously employed Mr. Finlay.

20. The Ballet denies the allegations of Paragraph 20 of the Complaint except admits that it previously employed defendant Amar Ramasar (“Mr. Ramasar”). The Ballet further states that it employed Mr. Ramasar as a dancer, including a principal dancer, but that Mr. Ramasar was not a “principal” of the Ballet as the term is used in Paragraph 20.

21. The Ballet denies the allegations of Paragraph 21 of the Complaint except admits that it previously employed Mr. Ramasar.

22. The Ballet denies the allegations of Paragraph 22 of the Complaint except admits that it previously employed defendant Zach Catazaro (“Mr. Catazaro”). The Ballet further states that it employed Mr. Catazaro as a dancer, including a principal dancer, but that Mr. Catazaro was not a “principal” of the Ballet as the term is used in Paragraph 22.

23. The Ballet denies the allegations of Paragraph 23 of the Complaint except admits that it previously employed Mr. Catazaro.

24. The Ballet denies the allegations of Paragraph 24 of the Complaint and states that the SAB is a separate institution not owned or operated by the Ballet; that although most of the Ballet’s dancers received training at the SAB before joining the Ballet, not all of the Ballet’s dancers did so; and that most students of the SAB never become employees of the Ballet.

25. The Ballet denies the allegations of Paragraph 25 of the Complaint except admits that George Balanchine and Lincoln Kirstein founded both the SAB and the Ballet.

26. The Ballet denies the allegations of Paragraph 26 of the Complaint.

27. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 27 of the Complaint and states that the SAB is and at all relevant times has been a separate institution not owned or operated by the Ballet.

28. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 28 of the Complaint.

29. The Ballet denies the allegations of Paragraph 29 of the Complaint and states that Plaintiff's allegations relate to entirely private conduct not within the scope of any individual's employment or agency for the Ballet.

30. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 30 of the Complaint, which relate to where Plaintiff met Finlay and whether they became romantically involved.

31. The Ballet denies that it operated a ballet school as alleged in Paragraph 31 of the Complaint and denies that any agent, servant, employee, donor, principal or other individual was acting on behalf of the Ballet or within the scope of any employment or agency with respect to any of the wrongs alleged in the Complaint. The Ballet denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 31 of the Complaint.

32. The Ballet denies the allegations of Paragraph 32 of the Complaint that pertain to it and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 32 of the Complaint. The Ballet states that it has not accepted, condoned, encouraged, facilitated, incited, or instigated any of the conduct alleged in the Complaint and that Plaintiff's allegation that she would not have been subjected to the sexual

assault, battery and exploitation alleged in the Complaint if not for the Ballet has absolutely no basis in law or fact.

33. The Ballet denies the allegations of Paragraph 33 of the Complaint to the extent that they are directed at the Ballet.

34. The Ballet denies the allegations of Paragraph 34 of the Complaint.

35. The Ballet denies the allegations of Paragraph 35 of the Complaint.

36. The Ballet denies the allegations of Paragraph 36 of the Complaint.

37. The Ballet denies the allegations of Paragraph 37 of the Complaint.

AS TO "FACTS OF THIS CASE"

38. The Ballet denies the allegations of Paragraph 38 of the Complaint.

39. The Ballet denies the allegations of Paragraph 39 of the Complaint, including the existence of any "fraternity-like atmosphere."

40. The Ballet denies the allegations of Paragraph 40 of the Complaint and states that it has not swept any unlawful, reckless, offensive or degrading conduct "under the rug."

41. The Ballet denies the allegations of Paragraph 41 of the Complaint, including the heading that precedes Paragraph 41, and states, on information and belief, that the Ballet encouraged the dancer believed to be anonymously referenced in Paragraph 41 to seek treatment for alcohol issues; that the dancer attended a substance abuse program while on leave; and that upon completion of the program the dancer returned to the Ballet.

42. The Ballet denies the allegations of Paragraph 42 of the Complaint.

43. The Ballet denies the allegations of Paragraph 43 of the Complaint, except admits that Jonathan Stafford, the leader of the Ballet's Interim Artistic Team, questioned Mr. Finlay about

whether he had been misusing alcohol. The Ballet further states that far from “bur[ying] its head in the sand,” as alleged in Paragraph 43, it suspended Mr. Finlay.

44. The Ballet denies the allegations of Paragraph 44 of the Complaint.

45. The Ballet denies the allegations of Paragraph 45 of the Complaint.

46. The Ballet denies the allegations of Paragraph 46 of the Complaint.

47. The Ballet denies the allegations of Paragraph 47 of the Complaint.

48. The Ballet denies that Mr. Longhitano was a “Junior Board Member” of the Ballet and denies that Mr. Longhitano was the “Founding Junior Board Member of the Young Patrons Circle.” The Ballet states that it does not have and has never had a “Junior Board” or “Junior Board Members.” The Ballet denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 48 of the Complaint, which relate to Mr. Longhitano’s alleged private conduct.

49. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 49 of the Complaint, which relate to Mr. Longhitano’s alleged private conduct and its effect on others.

50. The Ballet denies the allegations of Paragraph 50 of the Complaint.

51. The Ballet denies the allegations of Paragraph 51 of the Complaint. The Ballet states that Paragraph 51 quotes from the current version of the Ballet’s website and that Mr. Longhitano last participated in the Young Patrons Circle in 2016.

52. The Ballet denies the allegations of Paragraph 52 of the Complaint except denies having knowledge or information sufficient to form a belief as to the content of any images of the American Ballet Theatre Junior Council. The Ballet states that Mr. Longhitano never held the position of “Junior Board Member” with the Ballet because no such position has ever existed,

and Plaintiff's allegation that Mr. Longhitano's "position" with the Ballet caused the American Ballet Theater Junior Council to host Mr. Longhitano is completely without basis.

53. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 53 of the Complaint, which relate to Mr. Longhitano's alleged private conduct.

54. The Ballet denies the allegations of Paragraph 54 of the Complaint.

55. The Ballet denies the allegations of Paragraph 55 of the Complaint.

56. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 56 of the Complaint, which relate to Mr. Longhitano's alleged private conduct and its effect on others.

57. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 57 of the Complaint, which relate to Mr. Longhitano's alleged private conduct and its effect on others.

58. The Ballet denies the allegations of Paragraph 58 of the Complaint and states that in 2013, outside their employment with the Ballet, some of the Ballet's dancers traveled to Vail, Colorado to perform at a dance festival not affiliated with the Ballet; that upon being made aware of an alleged rape during the trip by someone other than the purported victim, the Ballet investigated; and that both individuals purportedly involved in the alleged rape denied during the investigation that a rape had taken place.

59. The Ballet denies the allegations of Paragraph 59 of the Complaint.

60. The Ballet denies the allegations of Paragraph 60 of the Complaint, except denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 60 insofar as they refer to actions that individuals have allegedly taken in their private lives, not

within the scope of any employment or agency for the Ballet, and particularly in the context of personal, romantic relationships.

61. The Ballet denies the allegations of Paragraph 61 of the Complaint.

62. The Ballet denies the allegations of Paragraph 62 of the Complaint.

63. The Ballet denies the allegations of Paragraph 63 of the Complaint except admits that Peter Martins, the Ballet's former Ballet Master in Chief, retired from that role effective January 1, 2018. The Ballet states that contrary to the allegations in Paragraph 63, an independent investigation (not conducted by the Ballet) did not corroborate allegations of harassment or violence by Mr. Martins made in an anonymous letter and reported in the media.

64. The Ballet denies the allegations of Paragraph 64 of the Complaint. The Ballet further states that the independent investigation was completed in February 2018, thus contrary to the allegations in the Complaint, the investigation's conclusion could not have caused Mr. Finlay or others to engage in conduct alleged to have begun months earlier.

65. The Ballet denies the allegations of Paragraph 65 of the Complaint.

66. The Ballet denies the allegations of Paragraph 66 of the Complaint.

67. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 67 of the Complaint, which relate to the private conduct of Mr. Finlay and others.

68. The Ballet denies the allegations of Paragraph 68 of the Complaint.

69. The Ballet denies the allegations of Paragraph 69 of the Complaint and states that any of the alleged conduct was not within the scope of any individual's employment with the Ballet.

70. The Ballet denies the allegations of Paragraph 70 of the Complaint.

71. The Ballet denies the allegations of Paragraph 71 of the Complaint.

72. The Ballet denies the allegations of Paragraph 72 of the Complaint to the extent that they relate to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 72, including the heading preceding it. The Ballet states that the SAB is and at all relevant times has been a separate institution not owned or operated by the Ballet and that Plaintiff has never had any affiliation with the Ballet.

73. The Ballet denies the allegations of Paragraph 73 of the Complaint to the extent that they relate to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 73.

74. The Ballet denies the allegations of Paragraph 74 of the Complaint and states that the SAB is and at all relevant times has been a separate institution not owned or operated by the Ballet and that Plaintiff has never had any affiliation with the Ballet.

75. The Ballet denies the allegations of Paragraph 75 of the Complaint.

76. The Ballet denies the allegations of Paragraph 76 of the Complaint.

77. The Ballet denies the allegations of Paragraph 77 of the Complaint and states that in direct contradiction of the allegations in Paragraph 77, Plaintiff specifically alleges (including in Paragraphs 81, 86-89 and 96) the sharing of images with and by individuals affiliated with institutions other than the Ballet.

78. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 78 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

79. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 79 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

80. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 80 of the Complaint, which relate to alleged private conduct not within the scope of any individual's employment with the Ballet.

81. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 81 of the Complaint, which relate to alleged private conduct not within the scope of any individual's employment with the Ballet.

82. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 82 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

83. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 83 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Catazaro's employment as dancers for the Ballet.

84. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 84 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Catazaro's employment as dancers for the Ballet.

85. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 85 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Catazaro's employment as dancers for the Ballet.

86. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 86 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet. The Ballet states, on information and belief, that the Craig Hall referenced in Paragraph 86 and at all other places in the Complaint has never been an employee or agent of the Ballet.

87. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 87 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet. The Ballet further states that the description in Paragraph 87 of Mr. Hall as "a former NYCB student" is inaccurate, as the Ballet does not have and never has had students.

88. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 88 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

89. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 89 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

90. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 90 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

91. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 91 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

92. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 92 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

93. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 93 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

94. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 94 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

95. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 95 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

96. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 96 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

97. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 97 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's or Mr. Ramasar's employment as dancers for the Ballet.

98. The Ballet denies the allegations of Paragraph 98 of the Complaint.

99. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 99 of the Complaint, which relate to alleged private conduct not within the scope of Mr. Finlay's employment as a dancer for the Ballet.

100. The Ballet denies the allegations of Paragraph 100 of the Complaint.

101. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 101 of the Complaint, which relate to what Plaintiff allegedly discovered about her private, romantic relationship.

102. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 102 of the Complaint, which relate to what Plaintiff allegedly

learned about photographs and videos allegedly taken in the context of her private, romantic relationship.

103. The Ballet denies the allegations in Paragraph 103 of the Complaint except denies having knowledge or information sufficient to form a belief as to whether any individual “shared graphic videos and images of plaintiff,” which is alleged private conduct not within the scope of any individual’s employment or agency as a dancer or otherwise for the Ballet.

104. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 104.

105. The Ballet denies the allegations of Paragraph 105 of the Complaint.

106. The Ballet denies the allegations of Paragraph 106 of the Complaint and states that Plaintiff’s allegation that the conduct alleged in the Complaint is “directly causally related” to any action on the Ballet’s part has absolutely no basis in law or fact.

107. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 107 of the Complaint, which relate to whether Plaintiff consented to or otherwise authorized the transmission of photographs taken in the context of her private, romantic relationship with Finlay and/or their sexual encounters.

108. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 108 of the Complaint, which relate to whether Plaintiff consented to or otherwise authorized the transmission of photographs taken in the context of her private, romantic relationship with Finlay and/or their sexual encounters.

109. The Ballet denies the allegations of Paragraph 109 of the Complaint.

110. The Ballet denies the allegations of Paragraph 110 of the Complaint.

111. The Ballet denies the allegations of Paragraph 111 of the Complaint except denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 111 concerning whether Mr. Finlay and others made any effort to hide what they were allegedly doing.

112. The Ballet denies the allegations of Paragraph 112 of the Complaint except admits that it suspended Mr. Ramasar and Mr. Catazaro and that Mr. Finlay resigned. The Ballet further states that it first learned of these individuals' alleged conduct from Plaintiff's attorney; that upon doing so it promptly investigated, notwithstanding the entirely private nature of their alleged actions; that it suspended Mr. Ramasar and Mr. Catazaro without pay through the remainder of the year; that Mr. Finlay resigned before the Ballet could terminate him; and that the Ballet thereafter terminated Mr. Ramasar's and Mr. Catazaro's employment.

113. The Ballet denies the allegations of Paragraph 113 of the Complaint except admits that it terminated Mr. Ramasar's and Mr. Catazaro's employment and that the quoted language in Paragraph 113 appeared in a statement issued by the Ballet.

114. The Ballet denies the allegations of Paragraph 114 of the Complaint, including the premise that the Ballet has a toxic and horrible environment towards women.

115. The Ballet denies the allegations of Paragraph 115 of the Complaint.

116. The Ballet denies the allegations of Paragraph 116 of the Complaint.

AS TO PLAINTIFF'S FIRST CAUSE OF ACTION FOR NEGLIGENCE
AS TO DEFENDANT NEW YORK CITY BALLET, INC. AND SCHOOL OF
AMERICAN BALLET

117. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

118. The Ballet denies the allegations of Paragraph 118 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 118, which relate to the SAB. The Ballet states that the SAB is and at all relevant times has been a separate institution not owned or operated by the Ballet and that Plaintiff has never had any affiliation with the Ballet.

119. The Ballet denies the allegations of Paragraph 119 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 119, which relate to the SAB.

120. The Ballet denies the allegations of Paragraph 120 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 120, which relate to the SAB.

121. The Ballet denies the allegations of Paragraph 121 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 121, which relate to the SAB.

122. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 121 of the Complaint, which relate to what Plaintiff allegedly discovered about her private, romantic relationship.

123. The Ballet denies the allegations of Paragraph 123 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 123, which relate to the SAB.

124. The Ballet denies the allegations of Paragraph 124 of the Complaint and denies that any action on the Ballet's part caused any of the conduct alleged in the Complaint.

125. The Ballet denies the allegations of Paragraph 125 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 125, which relate to the SAB.

126. The Ballet states that Paragraph 126 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 126 of the Complaint.

127. The Ballet states that Paragraph 127 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 127 of the Complaint.

AS TO PLAINTIFF'S SECOND CAUSE OF ACTION FOR NEGLIGENT HIRING, TRAINING, RETENTION AND/OR SUPERVISION AS TO DEFENDANT NEW YORK CITY BALLET, INC. AND DEFENDANT SCHOOL OF AMERICAN BALLET

128. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

129. The Ballet denies the allegations of Paragraph 129 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 129, which relate to the SAB.

130. The Ballet denies the allegations of Paragraph 130 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 130, which relate to the SAB.

131. The Ballet denies the allegations of Paragraph 131 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 131, which relate to the SAB.

132. The Ballet denies the allegations of Paragraph 132 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 132, which relate to the SAB.

133. The Ballet denies the allegations of Paragraph 133 of the Complaint insofar as they pertain to the Ballet, including the premise that the Ballet acted with ambivalence or indifference or condoned, permitted, allowed, or encouraged any of the alleged conduct in the Complaint. The Ballet denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 133, which relate to the SAB.

134. The Ballet denies the allegations of Paragraph 134 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 134, which relate to the SAB.

135. The Ballet denies the allegations of Paragraph 135 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 135, which relate to the SAB.

136. The Ballet denies the allegations of Paragraph 136 of the Complaint.

137. The Ballet denies the allegations of Paragraph 137 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 137, which relate to the SAB.

138. The Ballet denies the allegations of Paragraph 138 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 138, which relate to the SAB.

139. The Ballet denies the allegations of Paragraph 139 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 139, which relate to the SAB.

140. The Ballet denies the allegations of Paragraph 140 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 140, which relate to the SAB.

141. The Ballet states that Paragraph 141 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 141 of the Complaint.

142. The Ballet states that Paragraph 142 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 142 of the Complaint.

**AS TO PLAINTIFF'S THIRD CAUSE OF ACTION FOR NEGLIGENCE AS TO
DEFENDANT JARED LONGHITANO**

143. The Ballet states that Paragraph 143 of the Complaint contains allegations solely directed at Mr. Longhitano to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

144. The Ballet states that Paragraph 144 of the Complaint contains allegations directed solely at Mr. Longhitano to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 144 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 144.

145. The Ballet states that Paragraph 145 of the Complaint contains allegations directed solely at Mr. Longhitano to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 145 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 145.

146. The Ballet states that Paragraph 146 of the Complaint contains allegations directed solely at Mr. Longhitano to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 146 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 146.

147. The Ballet states that Paragraph 147 of the Complaint contains allegations directed solely at Mr. Longhitano to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 147 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 147.

148. The Ballet states that Paragraph 148 of the Complaint contains allegations directed solely at Mr. Longhitano to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 148 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 148.

149. The Ballet states that Paragraph 149 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 149 of the Complaint.

150. The Ballet states that Paragraph 150 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 150 of the Complaint.

**AS TO PLAINTIFF'S FOURTH CAUSE OF ACTION FOR NEGLIGENCE AS TO
DEFENDANT CHASE FINLAY**

151. The Ballet states that Paragraph 151 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

152. The Ballet states that Paragraph 152 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 152 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 152.

153. The Ballet states that Paragraph 153 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 153 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 153.

154. The Ballet states that Paragraph 154 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 154 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 154.

155. The Ballet states that Paragraph 155 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 155 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 155.

156. The Ballet states that Paragraph 156 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 156 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 156.

157. The Ballet states that Paragraph 157 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 157 of the Complaint.

158. The Ballet states that Paragraph 158 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 158 of the Complaint.

**AS TO PLAINTIFF'S FIFTH CAUSE OF ACTION FOR NEGLIGENCE AS TO
DEFENDANT AMAR RAMASAR AND ZACHARY CATAZARO**

159. The Ballet states that Paragraph 159 of the Complaint contains allegations solely directed at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

160. The Ballet states that Paragraph 160 of the Complaint contains allegations directed solely at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the

extent a response is required, the Ballet denies the allegations of Paragraph 160 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 160.

161. The Ballet states that Paragraph 161 of the Complaint contains allegations directed solely at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 161 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 161.

162. The Ballet states that Paragraph 162 of the Complaint contains allegations directed solely at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 162 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 162.

163. The Ballet states that Paragraph 163 of the Complaint contains allegations directed solely at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 163 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 163.

164. The Ballet states that Paragraph 164 of the Complaint contains allegations directed solely at Mr. Ramasar and/or Mr. Catazaro to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 164 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 164.

165. The Ballet states that Paragraph 165 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 165 of the Complaint.

166. The Ballet states that Paragraph 166 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 166 of the Complaint.

**AS TO PLAINTIFF'S SIXTH CAUSE OF ACTION FOR ASSAULT AS TO
DEFENDANT CHASE FINLAY**

167. The Ballet states that Paragraph 167 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

168. The Ballet states that Paragraph 168 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 168 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 168.

169. The Ballet states that Paragraph 169 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 169 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 169.

170. The Ballet states that Paragraph 170 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is

required, the Ballet denies the allegations of Paragraph 170 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 170.

171. The Ballet states that Paragraph 171 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 171 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 171.

172. The Ballet states that Paragraph 172 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 172 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 172.

173. The Ballet states that Paragraph 173 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 173 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 173.

174. The Ballet states that Paragraph 174 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 174 of the Complaint.

175. The Ballet states that Paragraph 175 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 175 of the Complaint.

**AS TO PLAINTIFF'S SEVENTH CAUSE OF ACTION FOR BATTERY AS TO
DEFENDANT CHASE FINLAY**

176. The Ballet states that Paragraph 176 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

177. The Ballet states that Paragraph 177 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 177 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 177.

178. The Ballet states that Paragraph 178 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 178 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 178.

179. The Ballet states that Paragraph 179 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 179 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 179.

180. The Ballet states that Paragraph 180 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 180 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 180.

181. The Ballet states that Paragraph 181 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 181 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 181.

182. The Ballet states that Paragraph 182 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 182 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 182.

183. The Ballet states that Paragraph 183 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 183 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 183.

184. The Ballet states that Paragraph 184 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 184 insofar as they pertain to the Ballet

and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 184.

185. The Ballet states that Paragraph 185 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 185 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 185.

186. The Ballet states that Paragraph 186 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 186 of the Complaint.

187. The Ballet states that Paragraph 187 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 187 of the Complaint.

**AS TO PLAINTIFF'S EIGHTH CAUSE OF ACTION FOR ASSAULT AS TO
DEFENDANT NEW YORK CITY BALLET, INC.**

188. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

189. The Ballet denies the allegations of Paragraph 189 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 189, which relate to Plaintiff's and Mr. Finlay's alleged conduct in the context of a private, romantic relationship.

190. The Ballet denies the allegations of Paragraph 190 of the Complaint.

191. The Ballet denies the allegations of Paragraph 191 of the Complaint.

192. The Ballet denies the allegations of Paragraph 192 of the Complaint.

193. The Ballet denies the allegations of Paragraph 193 of the Complaint.

194. The Ballet denies the allegations of Paragraph 194 of the Complaint.

195. The Ballet denies the allegations of Paragraph 195 of the Complaint.

196. The Ballet denies the allegations of Paragraph 196 of the Complaint.

197. The Ballet states that Paragraph 197 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 197 of the Complaint.

198. The Ballet states that Paragraph 198 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 198 of the Complaint.

**AS TO PLAINTIFF'S NINTH CAUSE OF ACTION FOR BATTERY AS TO
DEFENDANT NEW YORK CITY BALLET, INC.**

199. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

200. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 200 of the Complaint, which relate to Plaintiff's alleged conduct in the context of a private, romantic relationship with Mr. Finlay.

201. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 201 of the Complaint, which relate to Plaintiff's and Mr. Finlay's alleged conduct in the context of a private, romantic relationship.

202. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 202 of the Complaint, which relate to Plaintiff's and Mr. Finlay's alleged conduct in the context of a private, romantic relationship.

203. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 203 of the Complaint, which relate to Plaintiff's and Mr. Finlay's alleged conduct in the context of a private, romantic relationship.

204. The Ballet denies the allegations of Paragraph 204 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 204.

205. The Ballet denies the allegations of Paragraph 205 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 205.

206. The Ballet denies the allegations of Paragraph 206 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 206.

207. The Ballet denies the allegations of Paragraph 207 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 207.

208. The Ballet denies the allegations of Paragraph 208 of the Complaint.

209. The Ballet denies the allegations of Paragraph 209 of the Complaint.

210. The Ballet denies the allegations of Paragraph 210 of the Complaint.

211. The Ballet states that Paragraph 211 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 211 of the Complaint.

212. The Ballet states that Paragraph 212 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 212 of the Complaint.

AS TO PLAINTIFF'S TENTH CAUSE OF ACTION FOR VIOLATION OF NEW YORK CITY ADMINISTRATIVE CODE 10-177 AS TO DEFENDANT CHASE FINLAY

213. The Ballet states that Paragraph 213 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent any response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

214. The Ballet states that Paragraph 214 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 214 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 214.

215. The Ballet states that Paragraph 215 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 215 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 215.

216. The Ballet states that Paragraph 216 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 216 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 216.

217. The Ballet states that Paragraph 217 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 217 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 217.

218. The Ballet states that Paragraph 218 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 218 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 218.

219. The Ballet states that Paragraph 219 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 219 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 219.

220. The Ballet states that Paragraph 220 of the Complaint contains allegations directed solely at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies the allegations of Paragraph 220 insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 220.

221. The Ballet states that Paragraph 221 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 221 of the Complaint.

222. The Ballet states that Paragraph 222 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 222 of the Complaint.

AS TO PLAINTIFF'S ELEVENTH CAUSE OF ACTION FOR VIOLATION OF NEW YORK CITY ADMINISTRATIVE CODE 10-177 AS TO DEFENDANT NEW YORK CITY BALLET, INC.

223. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

224. The Ballet denies the allegations of Paragraph 224 of the Complaint. The Ballet states that the conduct alleged in the Complaint arises from Plaintiff's private, romantic relationship with Finlay and is not even remotely connected to Finlay's duties as a dancer for the Ballet.

225. The Ballet denies the allegations of Paragraph 225 of the Complaint except denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 225 concerning alleged conduct of any individual in his or her private life and not within the scope of any employment or agency with the Ballet.

226. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 226 of the Complaint.

227. The Ballet denies the allegations of Paragraph 227 of the Complaint except denies having knowledge or information sufficient to form a belief as to the allegations in Paragraph 227 concerning alleged conduct of any individual in his or her private life and not within the scope of any employment or agency with the Ballet.

228. The Ballet denies the allegations of Paragraph 228 of the Complaint.

229. The Ballet denies the allegations of Paragraph 229 of the Complaint.

230. The Ballet denies the allegations of Paragraph 230 of the Complaint.

231. The Ballet states that Paragraph 231 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 231 of the Complaint.

232. The Ballet states that Paragraph 232 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 232 of the Complaint.

AS TO PLAINTIFF'S TWELFTH CAUSE OF ACTION FOR AIDING AND ABETTING [SIC] NEW YORK CITY ADMINISTRATIVE CODE 10-177 AS TO DEFENDANT NEW YORK CITY BALLET, INC.

233. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

234. The Ballet denies the allegations of Paragraph 234 of the Complaint.

235. The Ballet denies the allegations of Paragraph 235 of the Complaint.

236. The Ballet denies the allegations of Paragraph 236 of the Complaint.

237. The Ballet denies the allegations of Paragraph 237 of the Complaint.

238. The Ballet states that Paragraph 238 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 238 of the Complaint.

239. The Ballet states that Paragraph 239 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 239 of the Complaint.

AS TO PLAINTIFF'S THIRTEENTH CAUSE OF ACTION FOR NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS AS TO DEFENDANTS NEW YORK CITY BALLET, INC. AND CHASE FINLAY

240. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

241. The Ballet denies the allegations of Paragraph 240 of the Complaint including the premise that it acted negligently. The Ballet states that the conduct alleged in the Complaint arises from Plaintiff's private, romantic relationship with Finlay and is not even remotely connected to Finlay's duties as a dancer for the Ballet.

242. The Ballet denies the allegations of Paragraph 242 of the Complaint.

243. The Ballet denies the allegations of Paragraph 243 of the Complaint.

244. The Ballet states that Paragraph 244 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 244 of the Complaint.

245. The Ballet states that Paragraph 245 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 245 of the Complaint.

**AS TO PLAINTIFF'S FOURTEENTH CAUSE OF ACTION FOR INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS AS TO DEFENDANTS NEW YORK CITY
BALLET, INC. AND CHASE FINLAY**

246. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

247. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 247 of the Complaint, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

248. The Ballet denies the allegations of Paragraph 248 of the Complaint insofar as they pertain to the Ballet and denies having knowledge or information sufficient to form a belief as to the remainder of the allegations in Paragraph 248.

249. The Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 249 of the Complaint, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

250. The Ballet states that Paragraph 250 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 250 of the Complaint.

251. The Ballet states that Paragraph 251 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 251 of the Complaint.

AS TO PLAINTIFF'S FIFTEENTH CAUSE OF ACTION FOR AIDING AND ABETTING ASSAULT AS TO DEFENDANT NEW YORK CITY BALLET, INC.

252. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

253. The Ballet denies the allegations of Paragraph 253 of the Complaint.

254. The Ballet denies the allegations of Paragraph 254 of the Complaint.

255. The Ballet denies the allegations of Paragraph 255 of the Complaint.

256. The Ballet denies the allegations of Paragraph 256 of the Complaint.

257. The Ballet states that Paragraph 257 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 257 of the Complaint.

258. The Ballet states that Paragraph 258 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 258 of the Complaint.

AS TO PLAINTIFF'S SIXTEENTH CAUSE OF ACTION FOR AIDING AND ABETTING BATTERY AS TO DEFENDANT NEW YORK CITY BALLET, INC.

259. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

260. The Ballet denies the allegations of Paragraph 260 of the Complaint.

261. The Ballet denies the allegations of Paragraph 261 of the Complaint.

262. The Ballet denies the allegations of Paragraph 262 of the Complaint.

263. The Ballet denies the allegations of Paragraph 263 of the Complaint.

264. The Ballet states that Paragraph 264 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 264 of the Complaint.

265. The Ballet states that Paragraph 265 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 265 of the Complaint.

AS TO PLAINTIFF'S SEVENTEENTH CAUSE OF ACTION FOR INVASION OF PRIVACY AS TO DEFENDANT CHASE FINLAY

266. The Ballet states that Paragraph 266 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

267. The Ballet states that Paragraph 267 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 267, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

268. The Ballet states that Paragraph 268 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 268, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

269. The Ballet states that Paragraph 269 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 269, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

270. The Ballet states that Paragraph 270 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 270, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

271. The Ballet states that Paragraph 271 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 271, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

272. The Ballet states that Paragraph 272 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the

allegations of Paragraph 272, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

273. The Ballet states that Paragraph 273 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 273, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

274. The Ballet states that Paragraph 274 of the Complaint contains allegations solely directed at Mr. Finlay to which the Ballet is not required to respond. To the extent a response is required, the Ballet denies having knowledge or information sufficient to form a belief as to the allegations of Paragraph 274, which relate to Mr. Finlay's alleged private conduct not within the scope of his employment as a dancer for the Ballet.

275. The Ballet states that Paragraph 275 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 275 of the Complaint.

276. The Ballet states that Paragraph 276 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 276 of the Complaint.

AS TO PLAINTIFF'S NINETEENTH CAUSE OF ACTION FOR AIDING AND ABETTING INVASION OF PRIVACY AS TO DEFENDANT NEW YORK CITY BALLET, INC.¹

277. The Ballet incorporates its response to each of the preceding paragraphs as if fully set forth in this paragraph.

278. The Ballet denies the allegations of Paragraph 278 of the Complaint.

279. The Ballet denies the allegations of Paragraph 279 of the Complaint.

280. The Ballet denies the allegations of Paragraph 280 of the Complaint.

281. The Ballet denies the allegations of Paragraph 281 of the Complaint.

282. The Ballet states that Paragraph 282 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 282 of the Complaint.

283. The Ballet states that Paragraph 283 of the Complaint is a legal conclusion to which no response is required. To the extent a response is required, the Ballet denies the allegations of Paragraph 283 of the Complaint.

AS TO THE "WHEREFORE" CLAUSE OF THE COMPLAINT

The Ballet denies that Plaintiff is entitled to any relief from the Ballet, including the nature and scope of relief demanded in the WHEREFORE clause of the Complaint.

GENERAL DENIAL

The Ballet denies each and every allegation in the Amended Complaint not specifically admitted in the preceding paragraphs.

¹ The Complaint omits an Eighteenth Cause of Action, thus for purposes of clarity the Ballet's Answer does the same.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

1. The Complaint fails, in whole or in part, to state a cause of action upon which relief may be granted or for which the damages sought may be awarded.

SECOND DEFENSE

2. The Ballet is not vicariously liable to Plaintiff for any of the acts of its employees, agents or other representatives alleged in the Complaint because, to the extent that any of those individuals engaged in the conduct alleged, they were acting in their private capacities and not within the scope of their employment or agency or otherwise on behalf of the Ballet.

THIRD DEFENSE

3. Plaintiff's causes of action, including those based in negligence, fail because the Ballet did not owe Plaintiff a duty.

FOURTH DEFENSE

4. Plaintiff's causes of action, including those based in negligence, fail because the damages Plaintiff alleges were not the foreseeable result of any of the Ballet's conduct alleged in the Complaint.

FIFTH DEFENSE

5. Plaintiff's causes of action, including those based in negligence, fail because the damages Plaintiff alleges were not caused by any of the Ballet's conduct alleged in the Complaint.

SIXTH DEFENSE

6. Plaintiff's causes of action, including those based in intentional tort, fail to the extent that Plaintiff is deemed as a matter of law to have expressly or impliedly consented to any of the conduct alleged in the Complaint.

SEVENTH DEFENSE

7. The Ballet is not liable to Plaintiff for any of the damages alleged in the Complaint, but even if it were, Plaintiff's recovery against the Ballet would be limited by Plaintiff's own fault, including under the doctrine of comparative negligence.

EIGHTH DEFENSE

8. The Ballet is not liable to Plaintiff for any of the damages alleged in the Complaint, but even if it were, Plaintiff's recovery against the Ballet would be limited by the collateral source rule, including under Section 4545 of the Civil Practice Law and Rules.

NINTH DEFENSE

9. The Ballet is not liable to Plaintiff for any of the damages alleged in the Complaint, but even if it were, Plaintiff's recovery against the Ballet would be limited by Article 16 of the Civil Practice Law and Rules.

TENTH DEFENSE

10. The Ballet is not liable to Plaintiff for any of the damages alleged in the Complaint, but even if it were, Plaintiff's recovery against the Ballet would be limited to the extent that she has failed to mitigate her alleged damages.

ELEVENTH DEFENSE

11. Plaintiff has failed to state a claim for which punitive damages may be awarded against the Ballet.

TWELFTH DEFENSE

12. Plaintiff has failed to state a claim for which attorneys' fees may be awarded against the Ballet.

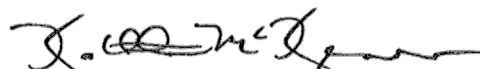
RESERVATION OF RIGHTS

13. The Ballet reserves the right to amend this Answer and to assert additional defenses or supplement, alter, or change its Answer and Affirmative Defenses upon completion of appropriate investigation and discovery.

WHEREFORE, the Ballet respectfully requests that this Court: dismiss the causes of action against the Ballet with prejudice; deny each and every request for relief as to the Ballet set forth in the Complaint; award the Ballet its reasonable attorneys' fees, expenses, costs and disbursements incurred in defense of this action; and award the Ballet any other relief the Court deems just and proper.

February 20, 2019

PROSKAUER ROSE LLP



By: Kathleen M. McKenna

Andrew A. Smith

Eleven Times Square

New York, NY 10036

(212) 969-3000

Attorneys for Defendant

NEW YORK CITY BALLET, INC.

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

----- X

ALEXANDRA WATERBURY,

Plaintiff,

Index No. 158220/2018

-against-

VERIFICATION

NEW YORK CITY BALLET, INC., JARED
LONGHITANO, CHASE FINLAY, SCHOOL OF
AMERICAN BALLET, AMAR RAMASAR,
AND, ZACH CATAZARO,

Defendants.

----- X

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

Katherine Brown, being duly sworn, deposes and says: I am the Executive Director of New York City Ballet, Inc. I have read the foregoing Verified Answer and Affirmative Defenses and certify that its contents are true to the best of my knowledge, except as to the matters alleged on information and belief, and as to those matters I believe them to be true.


KATHERINE BROWN

Sworn to before me this 20th
day of February 2019



Notary Public

FAITH PETRIDES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE624006
Qualified in New York County
My Commission Expires 4/25/2019