

a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

5. The statements in paragraph 5 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

6. The statements in paragraph 6 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

7. The statements in paragraph 7 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

8. The statements in paragraph 8 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

9. The allegations in paragraph 9 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

10. The allegations in paragraph 10 of the Complaint are not factual allegations directed to the Soul Defendants and do not require a response. To the extent there are specific allegations against the Soul Defendants, they are denied.

THE PARTIES

11. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 9 of the Complaint.

12. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 12 of the Complaint.

13. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 13 of the Complaint.

14. Admit the allegations contained in paragraph 14 of the Complaint.

15. Admit the allegations contained in paragraph 15 of the Complaint.

JURISDICTION AND VENUE

16. The allegations in paragraph 16 of the Complaint contain legal conclusions to which no response is required.

17. Deny the allegations in paragraph 17 of the Complaint, except for the allegations concerning CPLR Section 302, which are legal conclusions to which no response is required. To the extent a response is required, those allegations in paragraph 17 are also denied.

18. The allegations in paragraph 18 of the Complaint contain legal conclusions to which no response is required.

MATERIAL FACTS

19. Deny the allegations in paragraph 19 of the Complaint, except that the terms of any written agreement between Soul Management and Mr. Boyce speaks for itself.

20. Deny the allegations in paragraph 20 of the Complaint, except that the terms of any written agreement between Soul Management and Mr. Boyce speaks for itself.

21. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 21 of the Complaint.

22. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 22 of the Complaint.

23. Deny the allegations in paragraph 23 of the Complaint, except admit that in early December 2014, Mr. Kanner asked Mr. Boyce to meet Mr. Weber at a jewelry store in New York City.

24. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 24 of the Complaint.

25. Deny the allegations in paragraph 25 of the Complaint, except admit that Mr. Kanner told Mr. Boyce that Mr. Weber wanted to schedule a photoshoot. Mr. Kanner has no recollection of the statement attributed to him in paragraph 25 of the Complaint, but acknowledges that this photoshoot would have been an important opportunity for Mr. Boyce.

26. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 26 of the Complaint.

27. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 27 of the Complaint.

28. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 28 of the Complaint.

29. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 29 of the Complaint.

30. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 30 of the Complaint.

31. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 31 of the Complaint.

32. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 32 of the Complaint.

33. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 33 of the Complaint.

34. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 34 of the Complaint.

35. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 35 of the Complaint.

36. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 36 of the Complaint.

37. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 37 of the Complaint.

38. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 38 of the Complaint.

39. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 39 of the Complaint.

40. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 40 of the Complaint.

41. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 41 of the Complaint.

42. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 42 of the Complaint.

43. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 43 of the Complaint.

44. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 44 of the Complaint.

45. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 45 of the Complaint.

46. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 46 of the Complaint.

47. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 47 of the Complaint.

48. Deny the allegations in paragraph 48 of the Complaint, except admits that he may have had a text conversation with Mr. Boyce about the photoshoot, which text messages speak for themselves.

49. Deny any allegations in paragraph 49 of the Complaint which are directed to the Soul Defendants, except admits that encouraging a model to follow-up was not out of the ordinary, however the timing of the allegations seems inaccurate. Deny knowledge or information

sufficient to form a belief as to the truth or falsity of what Mr. Boyce did.

50. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 50 of the Complaint.

51. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 51 of the Complaint.

52. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 52 of the Complaint.

53. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 53 of the Complaint.

54. Deny the allegations in paragraph 54 of the Complaint, except admit Soul Management does not typically run appointments by models for approval beforehand.

55. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 55 of the Complaint.

56. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 56 of the Complaint.

57. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 57 of the Complaint.

58. Deny the allegations in paragraph 58 of the Complaint, except admit that Mr. Boyce had a debt to Soul Management in September 2016.

59. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 59 of the Complaint.

60. Deny the allegations contained in paragraph 60 of the Complaint.

CAUSE OF ACTION

FIRST CAUSE OF ACTION

Sexual Harassment and Discrimination by Employment Agency - NYCHRL
(Against all Defendants)

61. In response to paragraph 61 of the Complaint, Defendants refer the Court to each of their prior responses.

62. The allegations in paragraph 62 of the Complaint contain legal conclusions to which no response is required.

63. Deny the allegations in paragraph 63 of the Complaint, except for the allegations concerning NYCHRL, which are legal conclusions to which no response is required. To the extent a response is required, those allegations in paragraph 63 are also denied.

64. Deny the allegations contained in paragraph 64 of the Complaint.

65. Deny the allegations contained in paragraph 65 of the Complaint.

66. Deny the allegations contained in paragraph 66 of the Complaint.

67. Deny the allegations contained in paragraph 67 of the Complaint.

SECOND CAUSE OF ACTION

Sexual Harassment and Discrimination by Employment Agency -NYSHRL

(Against All Defendants)

68. In response to paragraph 68 of the Complaint, Defendants refer the Court to each of their prior responses.

69. The allegations in paragraph 69 of the Complaint contain legal conclusions to which no response is required.

70. Deny the allegations in paragraph 70 of the Complaint, except for the allegations concerning NYSHRL, which are legal conclusions to which no response is required. To the extent a response is required, those allegations in paragraph 70 are also denied.

71. Deny the allegations contained in paragraph 71 of the Complaint.

72. Deny the allegations contained in paragraph 72 of the Complaint.

73. Deny the allegations contained in paragraph 73 of the Complaint.

THIRD CAUSE OF ACTION

Sexual Harassment and Discrimination by Employment Agency --NYCHRL

(Against Defendants Bruce Weber and Little Bear Inc.)

74. In response to paragraph 74 of the Complaint, Defendants refer the Court to each of their prior responses.

75. The allegations in paragraph 75 of the Complaint contain legal conclusions to which no response is required.

76. Deny the allegations in paragraph 76 of the Complaint, except for the allegations concerning NYCHRL, which are legal conclusions to which no response is required. To the extent a response is required, those allegations in paragraph 76 are also denied.

77. Deny the allegations contained in paragraph 77 of the Complaint.

78. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 78 of the Complaint.

79. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 79 of the Complaint.

80. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 80 of the Complaint.

81. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 81 of the Complaint.

82. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 82 of the Complaint.

83. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 83 of the Complaint.

84. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 84 of the Complaint.

85. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 85 of the Complaint.

86. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 86 of the Complaint.

FOURTH CAUSE OF ACTION

Sexual Harassment and Discrimination by Potential Employer - NYSHRL
(Against Defendants Bruce Weber and Little Bear Inc.)

87. In response to paragraph 87 of the Complaint, Defendants refer the Court to each of their prior responses.

88. The allegations in paragraph 88 of the Complaint contain legal conclusions to which no response is required.

89. Deny the allegations in paragraph 89 of the Complaint, except for the allegations concerning NYSHRL, which are legal conclusions to which no response is required. To the extent a response is required, those allegations in paragraph 89 are also denied.

90. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 90 of the Complaint.

91. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 91 of the Complaint.

92. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 92 of the Complaint.

93. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 93 of the Complaint.

94. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 94 of the Complaint.

95. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 95 of the Complaint.

96. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 96 of the Complaint.

97. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 97 of the Complaint.

98. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 98 of the Complaint.

99. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 99 of the Complaint.

FIFTH CAUSE OF ACTION

Aiding and Abetting Sexual Harassment and Discrimination - NYCHRL
(Against All Defendants)

100. In response to paragraph 100 of the Complaint, Defendants refer the Court to each of their prior responses.

101. The allegations in paragraph 101 of the Complaint contain legal conclusions to which no response is required.

102. Deny the allegations in paragraph 102 of the Complaint.

103. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 103 of the Complaint.

104. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 104 of the Complaint.

105. Deny the allegations in paragraph 105 of the Complaint.

106. Deny the allegations in paragraph 106 of the Complaint.

107. Deny the allegations in paragraph 107 of the Complaint.

108. Deny the allegations in paragraph 108 of the Complaint.

SIXTH CAUSE OF ACTION

Aiding and Abetting Sexual Harassment and Discrimination - NYSHRL

(Against All Defendants)

109. In response to paragraph 109 of the Complaint, Defendants refer the Court to each of their prior responses.

110. The allegations in paragraph 110 of the Complaint contain legal conclusions to which no response is required.

111. Deny the allegations in paragraph 111 of the Complaint.

112. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 112 of the Complaint.

113. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 113 of the Complaint.

114. Deny the allegations in paragraph 114 of the Complaint.

115. Deny the allegations in paragraph 115 of the Complaint.

116. Deny the allegations in paragraph 116 of the Complaint.

GENERAL DENIAL

117. Defendants deny each and every allegation in the Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

118. The Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

119. Plaintiff's claims are barred, in whole or in part, by Plaintiff's unclean hands.

THIRD AFFIRMATIVE DEFENSE

120. Plaintiff's claims for relief are barred, in whole or in part, by virtue of Plaintiff's own conduct.

FOURTH AFFIRMATIVE DEFENSE

121. Plaintiff's claims for relief are barred, in whole or in part, on the basis of documentary evidence, in that Boyce entered into an Exclusive Artist Management Agreement with Soul Management, which engaged Soul Management to be Boyce's sole and exclusive personal manager, and wherein Boyce acknowledged and agreed that "[Soul Management] is acting solely as a personal manager, that [Soul Management] is not licensed as an employment agency under the General Business Law of the State of New York or as an "artist manager" under the Labor Code of the State of New York, and that [Boyce] is not, and will not be, an employee of [Soul Management] for any purpose.

FIFTH AFFIRMATIVE DEFENSE

122. Plaintiff's claims against the Soul Defendants are barred, in whole or in part, because neither of the Soul Defendants was an "employment agency," as such term is defined under applicable laws.

SIXTH AFFIRMATIVE DEFENSE

123. Plaintiff's claims against Soul Management are barred, in whole or in part, because Soul Management, as a model management company, does not meet the New York General Business Law ("GBL") § 171 definition of an "employment agency."

SEVENTH AFFIRMATIVE DEFENSE

124. Plaintiff claims against Soul Management are barred, in whole or in part, because of the managers exception of GBL § 171(8).

EIGHTH AFFIRMATIVE DEFENSE

125. Plaintiff claims against Mr. Kanner are barred, in whole or in part, because Mr. Kanner was not and is not an "employer" under the New York Labor Law.

NINTH AFFIRMATIVE DEFENSE

126. Plaintiff claims against the Soul Defendants are barred, in whole or in part, because Plaintiff did not and does not qualify as an "employee" under New York Labor Law.

TENTH AFFIRMATIVE DEFENSE

127. Plaintiff's claims are barred, in whole or in part, because at no time did the Soul Defendants act in a willful, wanton, reckless and/or malicious manner.

ELEVENTH AFFIRMATIVE DEFENSE

128. The relief sought in the Complaint is barred in whole or in part by laches, waiver, estoppel, and/or misrepresentation.

TWELVTH AFFIRMATIVE DEFENSE

129. Plaintiff has failed to state sufficient claims for statutory penalties because the Soul Defendants acted, at all times, in good faith and had reasonable grounds for believing their conduct complied with applicable laws and regulations.

THIRTEENTH AFFIRMATIVE DEFENSE

130. The relief sought in the Complaint is barred in whole or

in part by Plaintiff's failure to mitigate any damages claimed.

FOURTEENTH AFFIRMATIVE DEFENSE

131. To the extent that Plaintiff might have suffered damages as a result of the circumstances alleged in the Complaint, such damages were exclusively the fault of parties other than the Soul Defendants, including but not limited to Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

132. Plaintiff did not suffer any damages attributable to any actions of the Soul Defendants.

SIXTEENTH AFFIRMATIVE DEFENSE

133. The Soul Defendants cannot be held vicariously liable for punitive damages because they made good faith efforts to comply with the laws regarding unlawful discrimination.

SEVENTEENTH AFFIRMATIVE DEFENSE

134. Plaintiff is not entitled to the relief sought in the Complaint to the extent said relief is not available under the applicable statutes, regulations, ordinances, executive orders, or other relevant provisions of law.

EIGHTEENTH AFFIRMATIVE DEFENSE

135. The Soul Defendants' liability and penalties, if any, should be mitigated by virtue of the factors set forth in Section 8-107(13) (d) and (e) of the New York City Human Rights Law.

NINETEENTH AFFIRMATIVE DEFENSE

136. Plaintiff has failed to plead with the requisite

particularity.

TWENTIETH AFFIRMATIVE DEFENSE

137. The Complaint is barred, in whole or in part, by the failure to satisfy, exhaust, and/or comply with the necessary statutory and/or administrative prerequisites prior to the commencement of this action.

TWENTY FIRST AFFIRMATIVE DEFENSE

138. Plaintiff did not suffer any damages attributable to any actions of the Soul Defendants.

TWENTY SECOND AFFIRMATIVE DEFENSE

139. Defendant is not liable to Plaintiff for discrimination, harassment, or retaliation because Defendant exercised reasonable care to prevent and correct such behavior and Plaintiff unreasonably failed to take advantage of the preventative and corrective opportunities provided by Defendant and otherwise failed to avoid harm.

TWENTY THIRD AFFIRMATIVE DEFENSE

140. Plaintiff is not entitled to recover punitive damages. There is no basis, legal or factual, for any demand for punitive damages.

TWENTY FOURTH AFFIRMATIVE DEFENSE

141. Plaintiff is not entitled to punitive damages or attorneys' fees and costs under the New York City Administrative Code (NYCHRL) and/or the New York State Executive Law (NYSHRL).

RESERVATION OF DEFENSES

Defendants reserve their right to add, amend and/or supplement this Answer to assert defenses which they deem necessary during or upon the conclusion of investigation and discovery.

AS AND FOR A FIRST CROSS-CLAIM AGAINST
CO-DEFENDANTS BRUCE WEBER AND LITTLE BEAR INC.

142. If and in the event Plaintiff sustained damages as alleged in the Complaint, then same were caused by the actions, omissions, promise, agreement, fault and/or breach of Bruce Weber and Little Bear (hereinafter referred to as "Weber Defendants"), without any fault or breach, in whole or in part, by the Soul Defendants, and if plaintiff recovers a judgment against the Soul Defendants, then the Soul Defendants will be entitled to contribution and/or indemnification from and against the Weber Defendants by reason of plaintiff's said judgment, together with the costs, disbursements and legal fees of the Soul Defendants.

143. By reason of the foregoing, the Soul Defendants are entitled to full indemnity and/or contribution from, and to judgment over and against the Weber Defendants, for all or part of any verdict or judgment which plaintiff may recover against the Soul Defendants.

WHEREFORE, Defendants, Jason Kanner and Soul LLC d/b/a Soul Artist Management, demand judgment against the Plaintiff dismissing the Complaint herein, all together with the costs and disbursements of this action, including, pursuant to 22 NYCRR 130-1.1, Defendants' reasonable attorneys' fees incurred in defending these frivolous

claims, or in the event that Plaintiff recovers any verdict and/or judgment against Defendants Jason Kanner and Soul Artist Management, in whole or in part, then Defendants Jason Kanner and Soul Artist Management demand judgment against Co-Defendants Bruce Weber and Little Bear Inc., in accordance with the cross-claim herein above set forth, together with costs, disbursements and counsel fees incurred in the defense of this action, and such other and further relief as this Court may deem just and proper.

Dated: New York, New York
May 4, 2018

LEBOWITZ LAW OFFICE, LLC

By: 

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