

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

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THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK,

Plaintiff,

EDISON BALLROOM, LLC,

Defendants.
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Index No. 156789/2020

**VERIFIED ANSWER
WITH COUNTERCLAIM**

Defendant Edison Ballroom, LLC by its attorney Nathan M. Ferst, as and for its Answer
to the Complaint:

1. Denies knowledge or information sufficient to form a belief as to the allegations of ¶¶13, 15, 17, 18, and 23 of the Complaint.
2. Denies each and every allegation set forth in ¶¶6, 12, 22, 26, 27, 28, 29, and 30 of the Complaint.
3. With respect to ¶¶5, 7, 8, 9, 10, 11, 16, 19, 20, of the Complaint, respectfully refers the attention of the Court to the contents of the referenced Agreement and Executive Orders and the import thereof, and otherwise denies each and every allegation set forth therein.
4. With respect to ¶¶14, 21, 24, and 25 of the Complaint, denies any obligation to refund the referenced deposit, denies that said deposit is due and owing to Plaintiff, denies that Defendant is in breach of the Contract between Plaintiff and Defendant, and otherwise denies each and every allegation set forth therein.

FIRST DEFENSE

5. The Complaint fails to state any claim upon which relief may be granted.

SECOND DEFENSE

6. Plaintiff's action is barred by the unlawful relief which it seeks.

THIRD DEFENSE

7. If Plaintiff is granted the relief sought by Plaintiff, Plaintiff will be unjustly enriched at the expense of Defendants.

FOURTH DEFENSE

8. Plaintiff's claims are barred by the doctrines of laches, waiver, ratification, estoppel and/or unclean hands.

FIFTH DEFENSE

9. To the extent the Plaintiff has sustained losses, they were caused by third parties over whom the Defendant had and has no control.

SIXTH DEFENSE

10. Plaintiff's claims are barred, in whole or in part, by accord and satisfaction.

SEVENTH DEFENSE

11. To the extent that Plaintiff has sustained damages, Plaintiff has failed to mitigate those damages.

EIGHTH AFFIRMATIVE DEFENSE

12. Plaintiff is not entitled to attorneys' fees as Plaintiff claims at ¶¶22 and 30 of Complaint, whether by reason of the Contract between Plaintiff and Defendant or otherwise.

NINTH AFFIRMATIVE DEFENSE AND FIRST COUNTERCLAIM

13. Defendant repeats and realleges the contents of ¶¶1 through and including 12 hereof as though same were fully set forth herein again at length.

14. Defendant repeats and realleges the contents of ¶¶1, 2, 4, 5, 10, and 11 of the Complaint herein as though same were fully set forth herein again at length.

15. The situation faced by the parties as a result of the foregoing is so unprecedented and extraordinary so that cancellation of the Contract between Plaintiff and Defendant and concomitant refund of the subject deposit would be harsh, inequitable, destructive of the economic viability and, indeed, existence of Defendant, be contrary to purpose of the Contract, and work an injustice.

16. Under all of the attendant circumstances, equity and good conscience require this Court to fashion a remedy which will allow the parties to have the benefit of their bargain.

17. The proper remedy is not cancellation of the Contract between the parties but, rather, suspension of the rights and obligations of the parties until the passing of the present emergency and its limitations at which time the contracted for event can be held and the parties' having the benefit of their bargain.

18. In order to safeguard the rights and liabilities of the parties, equity and good conscience require this Court to declare that the Contract between the parties is not canceled but, rather, continues in force and effect with the rights and obligations of the parties suspended until the passing of the present emergency and its limitations and that, upon such passing, the contracted for event shall be held.

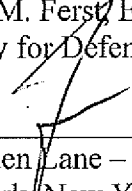
19. Defendant has no adequate remedy at law.

WHEREFORE, Defendant pray this Court for judgment:

- (a) dismissing the Complaint with prejudice;
- (b) on the first counterclaim, declaring that the Contract between the parties is not canceled but, rather, continues in force and effect with the rights and obligations of the parties suspended until the passing of the present emergency and its limitations and that, upon such passing, the contracted for event shall be held;

- (c) awarding Defendant its costs and disbursements; and
- (d) awarding Defendant such other and further relief as this Court may deem just and proper.

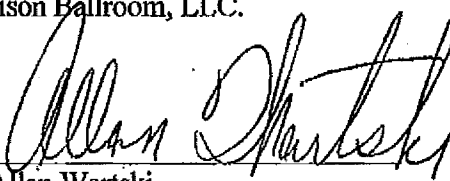
Nathan M. Ferstl Esq.
Attorney for Defendant

By: 
15 Maiden Lane – Suite 703
New York, New York 10038
(212) 683-8055

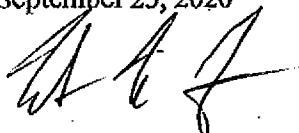
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Allan Wartski, being duly sworn deposes and says:

I am the Manager of Edison Ballroom, LLC, a New York Limited Liability Company and the Defendant in the within action. I have read the foregoing Answer and know the contents thereof to be true from my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. This verification is made by me because Defendant Edison Ballroom, LLC is a New York Limited Liability Company and I am the Manager officer thereof. The grounds of my belief as to all matters not stated upon my own knowledge are the books and records of Defendant Edison Ballroom, LLC.


Allan Wartski

Sworn to before me on
September 25, 2020



NATHAN M. FERST
Notary Public, State of New York
No. 02FE4946970
Qualified in New York County
Commission Expires February 6, 2023