

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

-----X

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

Index No.:  
Date purchased:

Plaintiff,

-against-

EDISON BALLROOM LLC,

SUMMONS

Plaintiff designates New York as  
the place of trial.

Defendants

The basis of venue is:  
Principal Place of Business of the  
Plaintiff, and/or situs of the event  
location, and/or where the breach  
of contract and/or conversion by  
the defendant occurred.

-----X

To the above-named defendant:

**You are hereby summoned** to answer the Verified Complaint in this action and to serve a copy of your Answer, or, if the Verified Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's Attorney(s) within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons if not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

The basis of the venue designated is the County of plaintiff's principal place of business of the plaintiff, situs of the event location, and/or location where the breach of contract and/or conversion by the defendant occurred.

Dated: Albany, New York  
August 26, 2020

RIVKIN RADLER LLP  
*Attorneys for Plaintiff*



By: \_\_\_\_\_  
Stanley J. Tartaglia, Esq.  
66 South Pearl Street, 11<sup>th</sup> Floor  
Albany, New York 12207  
Telephone: (518) 462-3500

TO: Edison Ballroom LLC  
240 West 47<sup>th</sup> Street  
New York, New York 10036

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

-----X

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

Plaintiff,

**VERIFIED COMPLAINT**

Index No.:

-against-

EDISON BALLROOM LLC,

Defendants.

-----X

The Trustees of Columbia University in the City of New York (“Columbia” or “the plaintiff”), by and through its attorneys Rivkin Radler LLP, as and for a Complaint against the defendant Edison Ballroom LLC (“the Edison” or “defendant”) assert the following:

1. That at all times hereinafter mentioned, Columbia was a New York corporation and a non-profit institution of higher education formed by Special Act of the legislature.

2. That at all times hereinafter mentioned, the defendant is a domestic limited liability company duly authorized to conduct business in the State of New York with a principal place of business at 240 West 47<sup>th</sup> Street, New York, New York 10036.

3. That at all times hereinafter mentioned, the defendant is a limited liability company formed under the laws of the State of New York with its principal place of business at 2121 Donna Drive, Merrick, New York.

4. That venue is proper in that the plaintiff’s principal place of business is located in New York County, the situs of the defendant’s event location facility is located in New York County, and/or the breach of contract and/or conversion by the defendant occurred in New York County.

5. That Columbia and the defendant entered into an agreement on or about

December 6, 2009 for an event known as “Barrister’s Ball,” which was scheduled to take place on March 28, 2020, (“the Agreement” or “the Contract”).

6. That the aforementioned Contract was drafted by the defendant, Edison, and that any ambiguity in the language of the Contract is therefore to be interpreted against the interests of Edison.

7. That by the terms of the Contract, Columbia was obligated to issue a deposit to the defendant in the amount of \$98,879.00 which deposit was paid in full by the plaintiff.

8. That pursuant to the terms and conditions of the Contract, the defendant agreed, among other things, that neither party would be responsible for failure to perform and either party may terminate this contract due to “Force Majeure or Acts of God”, including, but not limited to force majeure, circumstances beyond its reasonable control, strike, governmental authority, terrorism, war in the United States or unavailability of mass transportation, that makes it illegal, impractical or impossible for the effected party to the hold the event or enjoy the benefits of the contract...”

9. That in addition to the aforementioned terms and conditions, the Contract provided that: “for the avoidance of doubt, in the event of any failure to perform or termination due to force majeure or acts of god, Edison shall promptly refund 100% of all payments made to Edison Ballroom including the otherwise non-refundable deposit and client shall have no further obligation to Edison Ballroom unless the client wishes to reschedule the event within 12 months of the event as stated above.”

10. That a series of Executive Orders were issued by New York Governor Cuomo, including, but not limited to, Executive Orders 202.10, 202.35, 202.42 and 202.41, which prohibited and limited non-essential gatherings. These Executive Orders were in effect at the

time the event was scheduled to be held on March 28, 2020 due to the Global Pandemic as a result of COVID-19.

11. That the Barrister's Ball did not qualify as an essential gathering as defined by the aforementioned Executive Orders and was therefore prohibited from taking place by virtue of government edict.

12. That in recognition of and compliance with the aforementioned Executive Orders, Columbia was compelled to and did cancel the Barrister's Ball.

13. That pursuant to the Contract, Columbia notified the defendant that it was cancelling Barrister's Ball in compliance with the Governor's several Executive Orders and demanded return of the deposit of \$98,879.00 to the defendant, said demands being made on multiple occasions including, but not limited, March 18, 2020, March 19, 2020, and March 23, 2020.

14. That the defendant has not refunded any of Columbia's deposit, which is due and owing to the plaintiff, and is therefore in breach of its contract with the plaintiff.

**AS AND FOR A FIRST CAUSE OF ACTION**

15. The plaintiff repeats and realleges the allegations in paragraphs "1" through "14" as if more fully set forth herein.

16. That at all times relevant hereto and as set forth herein, Columbia and the Edison entered into a Contract for the Barrister's Ball.

17. That Columbia entered into the Contract with Edison in good faith reliance upon, and the expectation that, Edison would fully comply with the terms and conditions of the Contract that it prepared.

18. That Columbia did, in fact, comply with its obligations to the Contract, including

issuing a deposit total in the amount of \$98,879.00 for the event, which was scheduled for March 28, 2020.

19. That the event was prohibited from taking place due to governmental authority and/or federal and state law.

20. That the government edict issued by the Governor of the State of New York constituted a condition which triggered, among other things, the Force Majeure clause in the Contract.

21. That despite due demand for the refund of the deposit amount, the defendant has breached the Contract by, among other things, failing to refund 100% of all payments made by the plaintiff.

22. That as a result, Columbia has sustained damages in excess of the jurisdiction of the lower courts in the amount of \$98,879.00 plus costs, interest and attorneys' fees.

**AS AND FOR A SECOND CAUSE OF ACTION**

23. The plaintiff repeats and realleges the allegations in paragraphs "1" through "22" as if more fully set forth herein.

24. That the deposit provided by Columbia in the amount of \$98,879.00 to the defendant is due owing and has not been returned to the plaintiff despite due demand being made to the defendant.

25. That the defendant has, and is, wrongfully retaining the entire deposit money despite the fact that it is not the defendant's money, but is property owned by Columbia.

26. The defendant has interfered to the exclusion of Columbia's ownership rights in the deposit.

27. Columbia has the right to possess the deposit of \$98,879.00.

28. Accordingly, the defendant has engaged in conversion as Columbia has been deprived of its use of its property.

29. The defendant's dominion and exercise over the property and/or interference with the property of the plaintiff, mainly the deposit, is incomplete derogation of the plaintiff's rights.

30. The plaintiff has been damaged in the amount of \$98,879.00 plus costs, interest and attorneys' fees.

**WHEREFORE**, Columbia demands judgment against the Defendant in the sum of \$98,879.00, plus costs, interest and attorneys' fees, and any other recovery allowable by the Contract, in equity, and/or at law, and for such other and further relief as the Court may deem just and proper.

Dated: Albany, New York  
August 26, 2020

RIVKIN RADLER LLP  
*Attorneys for Plaintiff*

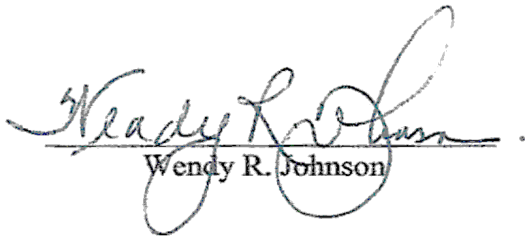


By: \_\_\_\_\_  
Stanley J. Tartaglia, Esq.  
66 South Pearl Street, 11<sup>th</sup> Floor  
Albany, New York 12207  
Telephone: (518) 462-3500


VERIFICATION

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

Wendy R. Johnson, being duly sworn, deposes and says: I am the Director of Technology, Travel and Business Products Sourcing of The Trustees of Columbia University in the City of New York in this action; that I have read the foregoing Verified Complaint and know the contents thereof; and that the foregoing is true to my knowledge, except as to matters stated on information and belief, and as to those matters I believe them to be true.

  
Wendy R. Johnson

Sworn to before me this  
25<sup>th</sup> day of August, 2020

  
Notary Public

BRIAN S. SCHLOSSER  
Notary Public, State of New York  
NO. 02SC6065243  
Qualified in Suffolk County  
Commission Expires October 15, 2021