

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

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INFORMATION SERVICES GROUP, INC., :

Plaintiff, :

- against - :

PENTON LEARNING SYSTEMS, L.L.C. d/b/a :

INTERNATIONAL QUALITY AND PRODUCTIVITY CENTER, :

Defendant. :

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Index No.

SUMMONS


Venue is based on CPLR § 501, 503(a)

TO: Penton Learning Systems, L.L.C. d/b/a International Quality and Productivity Center
535 Fifth Avenue Floor 8
New York, NY 10017

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is 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 complaint. This is an action for breach of contract.

Dated: New York, New York
December 15, 2020

HUNTON ANDREWS KURTH LLP

By: 

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*Attorneys for Plaintiff ISG Information
Services, Group, Inc.*

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

INFORMATION SERVICES GROUP, INC., :

Plaintiff, :

v. :

PENTON LEARNING SYSTEMS, L.L.C. :
d/b/a INTERNATIONAL QUALITY AND :
PRODUCTIVITY CENTER, :

Defendant. :

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VERIFIED COMPLAINT

Plaintiff Information Services Group, Inc. ("ISG"), as and for its Verified Complaint ("Complaint") against Penton Learning Systems, L.L.C. (d/b/a) International Quality and Productivity Center ("IQPC"), alleges as follows:

I. PARTIES

1. Plaintiff ISG is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 2187 Atlantic Street, Stamford, Connecticut 06902.

2. Upon information and belief, Defendant IQPC is a limited liability company organized under the State of Delaware, and registered to do business in the State of New York with a place of business located at 535 Fifth Avenue, Floor 8, New York, NY 10017.

II. JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in New York County because IQPC is located and conducts business from its office in the county, and because the parties' dispute arises out of an agreement under which the parties "expressly and irrevocable [*sic*] consent[ed] to the exclusive jurisdiction and venue of the state and federal courts of New York County, New York with respect to any dispute arising out of or relating to this agreement or its subject matter."

III. FACTUAL BACKGROUND

4. This lawsuit arises from the IQPC's failure to refund a \$98,000 "Sponsorship Fee" in breach of a valid and enforceable Agreement between the parties.

5. In April 2019, the parties entered into an Agreement for ISG to participate as a Sponsor/Exhibitor at a live in-person HR Shared Services Summit scheduled for May 20, 2020 (the "In-Person May Event") (*See Exhibit A*). In consideration for the right to participate as a Sponsor/Exhibitor at the In-Person May Event, ISG paid a Sponsorship Fee to IQPC in the amount of \$98,000.

6. In consideration of ISG's Sponsorship Fee, IQPC promised that: "In the event that IQPC postpones or cancels the event for any reason (other than as a result of a force majeure as described below) IQPC will transfer any payment made by the Sponsor/Exhibitor to an alternative event or fully refund any such payment upon request." (*See Exhibit A*). IPQC further promised that, "[i]n the event of a force majeure IQPC shall promptly refund amounts previously paid for such event." (*See Exhibit A*). "Force Majeure" is defined in the Agreement as "any unforeseen occurrence or any other event that renders performance of this conference illegal or impossible. Force majeure shall include, but shall not be limited to: fire; flood; an Act of God; governmental restrictions and/or regulations; war or apparent act of war; terrorism or apparent act of terrorism; disaster; civil disorder; disturbance, and/or riots; curtailment; suspension, and/or restriction on transportation facilities/means of transportation; or any other emergency." (*See Exhibit A*).

7. In March 2020, IQPC notified ISG that, "[d]ue to the circumstances surrounding COVID19 (Coronavirus)," the In-Person May Event would be cancelled, as originally scheduled, and postponed to a later date in 2020 or 2021. IQPC further notified ISG that the postponed event would not be held in person but instead as a "virtual event."

8. Pursuant to ISG's refund right under the Agreement, ISG requested that IQPC issue a full refund of ISG's Sponsorship Fee. Specifically, on March 27, 2020 and November 6, 2020, ISG sent written requests to IQPC for a refund of the \$98,000 ISG previously paid as a Sponsorship Fee for the In-Person May Event. To date, IQPC has refused to honor its refund obligation under the Agreement.

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

9. ISG reincorporates the allegations set forth in paragraphs 1 through 8 as if fully set forth herein.

10. IQPC is liable to ISG for breach of contract. The parties entered into a valid and enforceable Agreement, which was signed by both parties in April 2019. (*See Exhibit A*). ISG performed its obligations under the Agreement, which included paying a \$98,000 Sponsorship Fee for the right to attend the In-Person May Event as a Sponsor/Exhibitor.

11. After IQPC cancelled the In-Person May Event because of the COVID-19 pandemic in March 2020, and indicated it would be postponing it to a virtual event on a later date in 2020 or 2021, IQPC refused to comply with its contractual obligation to refund ISG's Sponsorship Fee upon ISG's request.

12. Under the clear and unambiguous terms of the Agreement, if "IQPC postpones or cancels the event for any reason (other than as a result of a force majeure as described below) IQPC will transfer any payment made by the Sponsor/Exhibitor to an alternative event or fully refund any such payment upon request" and "[i]n the event of a force majeure IQPC shall promptly refund amounts previously paid for such event." (*See Exhibit A*).

13. ISG requested a refund of its Sponsorship Fee in writing on multiple occasions. IQPC refused to honor its contractual obligation to provide a refund of the Sponsorship Fee. Consequently, IQPC is in breach of contract.

14. As a result of IQPC's breach of the Agreement, ISG has been damaged in the amount of \$98,000.

**AS AND FOR A SECOND (ALTERNATIVE)
CAUSE OF ACTION FOR PROMISSORY ESTOPPEL**

15. ISG reincorporates the allegations set forth in paragraphs 1 through 14 as if fully set forth herein.

16. In the alternative, IQPC is liable to ISG for promissory estoppel. IQPC sufficiently and unambiguously promised to refund ISG's Sponsorship Fee upon request if the In-Person May Event was cancelled or postponed for any reason other than a force majeure. IQPC further sufficiently and unambiguously promised to promptly refund ISG's Sponsorship Fee even in the event of a force majeure.

17. ISG's reliance on these promises was foreseeable by IQPC because IQPC is in the business of facilitating and hosting events like the In-Person May Event, and IQPC understands the reason and purpose for holding such events. For example, one of the purposes of the In-Person May Event was for Sponsors/Exhibitors, like ISG, to be present at the event with a booth to engage in business and industry networking functions. IQPC accepted ISG's Sponsorship Fee but then refused to honor its promise of refund. Injustice to ISG can be avoided only by enforcing IQPC's promise of a full refund to ISG.

18. As a result of IQPC's promises to refund ISG's Sponsorship Fee in the event of IQPC's cancellation or postponement of the In-Person May Event, and subsequent failure to do so upon request, IQPC has been damaged in the amount of \$98,000.

**AS AND FOR A THIRD (ALTERNATIVE)
CAUSE OF ACTION FOR CONVERSION**

19. ISG reincorporates the allegations set forth in paragraphs 1 through 18 as if fully set forth herein.

20. In the alternative, IQPC is liable to ISG for conversion. ISG has a possessory right or interest in the cash value of the Sponsorship Fee over which IQPC has exercised dominion or interference in derogation of ISG's rights.

21. ISG contributed tangible cash property to IQPC in the amount of \$98,000 to obtain the right to attend the In-Person May Event as a Sponsor/Exhibitor. However, ISG never obtained such right because IQPC cancelled the In-Person May Event, as scheduled, and postponed it to a later date in 2020 or 2021, and made the event virtual. When ISG requested a refund of its Sponsorship Fee, IQPC refused and kept ISG's money for its own benefit. IQPC's acts of conversion were committed with malice and with reckless and willful disregard of ISG's rights.

22. As a result of IQPC's acts of conversion, ISG has been damaged in the amount of \$98,000.

**AS AND FOR A FOURTH (ALTERNATIVE)
CAUSE OF ACTION FOR UNJUST ENRICHMENT**

23. ISG reincorporates the allegations set forth in paragraphs 1 through 22 as if fully set forth herein.

24. In the alternative, IQPC is liable to ISG for unjust enrichment. As the result of ISG's Sponsorship Fee, IQPC was enriched by an amount of \$98,000 for which IQPC failed to deliver on the purpose and intent of the In-Person May Event as originally scheduled, i.e., in-person presence with a physical Sponsor/Exhibitor booth to engage in networking functions with other business and industry leaders. IQPC has not and cannot provide ISG with the value and purpose for which ISG paid the Sponsorship Fee, and IQPC has refused ISG's request for refund.

25. As a result, IQPC has been unjustly enriched at the expense of ISG, to the extent of \$98,000, and it is against equity and good conscience to allow IQPC to retain the benefits bestowed upon it as alleged here.

**AS AND FOR A FIFTH (ALTERNATIVE)
CAUSE OF ACTION FOR MONEY HAD AND RECEIVED**

26. ISG reincorporates the allegations set forth in paragraphs 1 through 25 as if fully set forth herein.

27. In the alternative, IQPC is liable to ISG for money had and received. IQPC received payment of money from ISG from which IQPC benefited, and it is against equity and good conscience for IQPC to retain such money and benefits. Upon information and belief, IQPC used money paid by ISG to further the business interests of IQPC, as opposed to the purpose and intent of the In-Person May Event as scheduled, and to maximize the amount of money IQPC could reap from ISG without complying with its obligations to ISG as alleged herein.

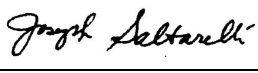
28. As a result, IQPC holds money that in equity and good conscience should be returned to ISG in an amount of \$98,000.

WHEREFORE, Plaintiff Information Services Group, Inc. requests that the Court enter judgment against Defendant Penton Learning Systems, L.L.C. (d/b/a) International Quality and Productivity Center, in the amount of \$98,000, or in the alternative decreeing the return of Plaintiff's deposit of \$98,000, together with pre- and post-judgment interest as allowed by law; costs and disbursements of the action, and such other and further relief as the Court deems just and proper.

Dated: December 15, 2020

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

By: 

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*Attorneys for Plaintiff ISG Information Services,
Group, Inc.*

VERIFICATION

JOSEPH J. SALTARELLI, an attorney duly licensed to practice law in the courts of the State of New York, affirms the following under penalty of perjury, pursuant to CPLR 2106 and 3020(d):

I am counsel in this matter to Plaintiff Information Services Group, Inc. (ISG), a foreign (Delaware) corporation with its principal place of business in Stamford, Connecticut. I have read ISG's Complaint and know the contents thereof; the same are true to the best of my knowledge, except for matters alleged upon information and belief, and as to those matters I believe them to be true.

The source of my information and the grounds of my belief are communications with ISG and review of the papers maintained in the firm's file.

Dated: New York, New York
December 15, 2020



Joseph J. Saltarelli