

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

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ADAM SANDERS and RANDI SANDERS	:	Index No. 654992/20
	:	
Plaintiffs,	:	
	:	
-against-	:	<u>COMPLAINT</u>
	:	
EDISON BALLROOM LLC,	:	
	:	
Defendant.	:	
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Plaintiffs, Adam Sanders and Randi Sanders (collectively, “Plaintiffs”), by their attorneys, Rosenberg & Estis, P.C., as and for their complaint against defendant Edison Ballroom LLC (“Defendant”), allege as follows:

FIRST CAUSE OF ACTION
(Breach of Contract)

1. Defendant owns and operates a private event space in New York City, popularly known as Edison Ballroom (the “Venue”).
2. Defendant rents the Venue to third parties for various occasions, including weddings and bat mitzvahs.
3. On or about May 25, 2018, Plaintiffs and Defendant entered into an agreement (the “Agreement”) for Plaintiffs’ use of the Venue to host their daughter’s bat mitzvah (the “Event”).
4. The planned date for the Event, as set forth in the Agreement, was April 25, 2020 (the “Original Event Date”).
5. The Agreement stated that there would be approximately 190 individuals in attendance at the Event.
6. On or about March 16, 2020, Plaintiffs and Defendant agreed to postpone the date of the Event (the “Postponement Agreement”) to October 2, 2020 (the “Revised Event Date”).

7. Pursuant to the Agreement, in addition to Plaintiffs' use of the Venue, Defendant would provide various services for the Event, including food and beverage service, light technicians, security, and bathroom attendants.

8. In exchange for Defendant's services and Plaintiffs' use of the Venue, Plaintiffs agreed to pay the sum of \$50,243.63 in accordance with the schedule set forth in the Agreement.

9. In accordance with the Agreement and Postponement Agreement, Plaintiffs have paid to Defendant the amount of \$45,219.28 (the "Deposit Fees").

10. The Agreement contains a force majeure clause which states, *inter alia*, that:

Neither party shall be responsible for failure to perform [the Agreement] if circumstances beyond its reasonable control, including, but not limited to, acts of God, ... [or] governmental authority ... make it illegal or impossible for the affected party to hold [the Event]. For the Avoidance of Doubt, in the event of any such acts of God, Edison Ballroom shall refund all payments made by [Plaintiffs] to [Defendant] and [Plaintiffs] shall have no further obligation to [Defendant].

11. Beginning on or about March 7, 2020, and extending through the date of this action, Executive Orders issued by Governor Cuomo have (a) limited the number of individuals who may lawfully gather; and (b) limited the maximum occupancy of the Venue (collectively, the "Executive Orders").

12. The Executive Orders have made it illegal and/or impossible for the Event to occur on the Original Event Date or Revised Event Date.

13. The Executive Orders constitute a force majeure event under the Agreement.

14. The Revised Event Date has passed and the Event has not occurred.

15. Defendant has not provided, and could not provide, the Venue to Plaintiffs for the Event on the Original Event Date and the Revised Event Date.

16. As a result, Plaintiffs are entitled to the Deposit Fees under the Agreement.

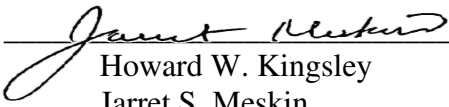
17. Plaintiffs have demanded the return of the Deposit Fees from Defendant.
18. Despite Plaintiff's demand, Defendant has failed to return the Deposit Fees.
19. As a result of Defendant's conduct, Plaintiffs have been damaged in the amount of \$45,219.28, plus attorneys' fees, costs and expenses, and pre- and post-judgment interest.

WHEREFORE, plaintiffs Adam Sanders and Randi Sanders request judgment as follows:

- a. On the first cause of action, a money judgment in the amount of \$45,219.28, plus attorneys' fees, costs and expenses, and pre- and post-judgment interest; and
- b. Granting Plaintiffs such other and further relief as the Court deems just and proper.

Dated: New York, New York
November 18, 2020

ROSENBERG & ESTIS, P.C.
Attorneys for Plaintiffs

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