

Verdicts & Settlements

LANDLORD/TENANT

Monday, October 20, 2008

Law Firm Backs Out of Lease, Firm Alleges

Verdict: \$45,000

The Roth Law Firm, PLLC v. Adams and Associates, 106757/06

Court: New York Supreme, Justice Paul Feinman,
Sept. 12

Plaintiff's Attorney: Richard A. Roth (lead) and Jordan Kam of The Roth Law Firm, New York

Defense Attorney: Benjamin Adams of Adams & Associates, Airmont, N.Y.

Facts & Allegations: On Jan. 23, 2006, The Roth Law Firm, a litigation firm, executed an agreement that subleased two full-services offices at 545 Fifth Ave., in Manhattan. The agreement was scheduled to take effect Feb. 1, 2006, but the tenant, Adams & Associates, a real estate law firm, never occupied the space.

The Roth firm sued Adams & Associates, alleging breach of the sublease agreement. Plaintiff's counsel claimed both parties signed the sublease, and he contended that the agreement was delivered to representatives of Adams and Associates. He also contended that a default letter was sent after Adams & Associates failed to occupy the space.

Defense counsel contended that Adams & Associates never received the signed agreement

Injuries/Damages: The Roth Law Firm sought recovery of \$45,000, which represented payment of the lease's entire term, which expired Jan. 31, 2007.

Result: The jury found that Adams & Associates breached the parties' contract. It determined that The Roth Law Firm's damages totaled \$45,000. Post-trial, defense counsel moved to set aside the verdict.