

ESTTA Tracking number: **ESTTA650564**

Filing date: **01/16/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92057967
Party	Defendant Space IBZ Planet, S.L.
Correspondence Address	SEAN S SWIDLER IP HORGAN LTD 1130 W LAKE COOK ROAD , SUITE 240 BUFFALO GROVER, IL 60089 UNITED STATES mail@iphorgan.net, sswidler@iphorgan.net
Submission	Request to Withdraw as Attorney
Filer's Name	Sean S. Swidler
Filer's e-mail	sswidler@iphorgan.net, mail@iphorgan.net
Signature	/SSS/
Date	01/16/2015
Attachments	SPACE DANCE CHICAGO & Design - Motion for Withdrawal.pdf(3725977 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Reg. No. : 4257881
Mark : SPACE DANCE CHICAGO & Design
Registrant : Space IBZ Planet, S.L.

Club Space Management, LLC)	
d/b/a Club Space)	
)	
Petitioner,)	Cancellation No. 92057967
)	
v.)	
)	
Space IBZ Planet, S.L.,)	
)	
Registrant.)	

**REGISTRANT’S COUNSEL’S MOTION TO
WITHDRAW AS ATTORNEY FOR REGISTRANT**

Pursuant to TBMP Rules 116.02 and 116.05 and 37 CFR Sects. 11.116, the undersigned counsel of record (“Registrant’s Counsel”) for Registrant Space IBZ Planet, S.L. (“Registrant”), moves to withdraw as counsel of record for Registrant in this proceeding. On behalf of Registrant Registrant’s Counsel respectfully requests that all dates in this action be briefly adjourned pending the resolution of this motion and, in the event that this motion is granted, to enable Registrant to secure new counsel. Prior to making this motion, Registrant’s Counsel advised Registrant, through its designated legal representatives in Spain, that Registrant’s Counsel was making this motion to withdraw on the grounds set forth herein. Registrant’s Counsel’s withdrawal from this cancellation action will not prejudice the Registrant and will not substantially impede the progress of this action as this case remains in its early stages and is presently suspended pending the disposition of Southern Dist. of NY Case No. 1:13-cv-07955-JGK (the “Federal Court Litigation”), which includes a claim for cancellation of Reg. No. 4257881 for the mark SPACE DANCE CHICAGO & Design. In support of this motion Registrant’s Counsel states the following:

Registrant's Counsel formerly represented Registrant in the Federal Court Litigation. On September 24, 2014, Registrant's Counsel filed with the Court papers seeking to withdraw as counsel of record for Registrant in the Federal Court Litigation and on October 7, 2014, the Court granted Registrant's counsel's motion. Registrant's Counsel's moving papers are attached hereto as Exhibit A¹ and the Court's Order is attached hereto as Exhibit B. The papers filed in the Federal Court Litigation outline the irreconcilable issues present between Registrant and Registrant's Counsel in the dispute between Registrant and Petitioner, namely, a lack of communication by Registrant with Registrant's Counsel, a lack of cooperation and collaboration by Registrant with Registrant's Counsel in its defense of Petitioner's claims, and a failure of Registrant to meet its financial obligations to Registrant's Counsel. Registrant's Counsel asserts that the circumstances resulting in its withdrawal from the Federal Court Litigation have not been remedied by Registrant and are and will continue to extend to this cancellation action. The foregoing circumstances are believed to satisfy the requirements set forth in 37 CFR Sect. 11.116 (b)(4), (b)(5), and (b)(6).

Withdrawal by Registrant's Counsel "can be accomplished without material adverse effect on the interests of" Registrant, satisfying the requirement of 37 CF Sect. 11.116(b)(1). As noted above, this cancellation action is currently under suspension pending the final disposition of the Federal Court Litigation. In addition, Registrant was able to secure new representation in the Federal Court Litigation (see Exhibit C) and presumably can secure new representation for this matter as well.

Registrant's Counsel has also taken the necessary steps to protect Registrant's interests in this action, satisfying the requirement of 37 CFR 11.116(d). Registrant was timely notified when the Cancellation Petition was filed, when an Answer to the Cancellation Petition was filed,

¹ The declarations of Registrant's Counsel supporting the moving papers in the Federal Court Litigation are not attached hereto as they would be heavily redacted and the Court accepted the declarations, without objection by the Registrant, as sufficient support for the motion to withdraw as counsel.

and the Board's suspension of the proceeding pending the final disposition of the Federal Court Litigation. All Board documents have been forwarded to Registrant's designated legal representatives in Spain for their records. Registrant's Counsel has notified Registrant, through Registrant's designated legal representatives in Spain, of Registrant's Counsel's intent to file this motion. Registrant's Counsel will forward this motion and the exhibits to Registrant's designated legal counsel on the date these papers are filed with the Board and will immediately forward further notices and papers received from the Board until such time when Registrant's new counsel files an appearance.

In view of the foregoing Registrant's Counsel respectfully requests the Board grants this motion to withdraw as counsel of record for Registrant in this proceeding, adjourns this proceeding and all pending deadlines while this motion is pending, and takes any other actions the Board deems necessary. Registrant's Counsel would be pleased to supplement its moving papers with supporting declarations, filed under seal for *in camera* inspection, to the extent the Board may require further information to act on this motion and Registrant's Counsel is able to provide such information without violating attorney-client privilege.

Respectfully Submitted,

Date: January 16, 2015

/Sean S. Swidler/
IpHorgan, Ltd.
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Email: mail@iphorgan.net
sswidler@iphorgan.net

EXHIBIT A

United States District Court
Southern District of New York

CLUB SPACE MANAGEMENT, LLC, d.b.a.
CLUBSPACE,

Plaintiffs,

- against -

EDEN BALLROOM LLC, and SPACE IBZ PLANET,
S.L.,

Defendants.

CIVIL ACTION NO. 13 cv 7955

(JGK)
EFC

CLUBSPACE
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/29/2014

**[PROPOSED] ORDER TO SHOW CAUSE FOR JOINT MOTION OF
IPHORGAN LTD. AND JAFFE & ASHER LLP TO WITHDRAW AS
COUNSEL FOR DEFENDANT SPACE IBZ PLANET, S.L.**

Upon the application of IpHorgan Ltd. and Jaffe & Asher LLP (collectively "Space IBZ Counsel") for an Order to Show Cause for Joint Motion of IpHorgan Ltd. and Jaffe & Asher LLP to Withdraw as Counsel for Defendant Space IBZ Planet, S.L. ("Space IBZ");

Upon consideration of Defense Counsel's Memorandum of Law In Support of Joint Motion of IpHorgan Ltd. and Jaffe & Asher LLP to Withdraw as Counsel for Defendant Space IBZ Planet, S.L., the Declaration of Sean S. Swidler, the Declaration of Dermot Horgan, and the Declaration of Gregory E. Galterio, filed simultaneously therewith, and good cause being shown therefor; and

WHEREAS, the Court has considered the evidence and arguments presented, and law presented, and finding sufficient reason therefor, it is hereby:

NOW, IT IS HEREBY ORDERED that Club Space Management, LLC d/b/a ClubSpace Management, LLC d/b/a ClubSpace and Eden Ballroom LLC shall appear and show cause before this Court, at the United States District Court for the Southern District of New York, Room 12B, 500 Pearl Street, New York, New York, on October 7, 2014 at 3:30 AM or

as soon thereafter as counsel may be heard, why an order should not be entered, pursuant to Local Rule 1.4, granting Space IBZ's counsel motion to withdraw as counsel for Space IBZ; and

ORDERED that Space IBZ Counsel shall serve counsel for Club Space Management, LLC d/b/a ClubSpace Management, LLC d/b/a ClubSpace and counsel for Eden Ballroom LLC by hand, facsimile, or e-mail a copy of this Order to Show Cause and all papers submitted in support thereof on or before on 9/29, 2014; and

ORDERED that Space IBZ Counsel shall serve Space IBZ, a foreign corporation, by mailing a true and correct copy of such papers by registered mail, return receipt requested, to Juan de Austria, Eivissa (Islas Baleares), E-07800, Spain, pursuant to Federal Rule 4 and N.Y. B.C.L. Sect. 307; with a courtesy copy by electronic mail to Space IBZ's designated legal representative in Spain, Ungria Patentes Y Marcas, S.A. Avda. Ramon y Cajal, 78, Madrid 28043, Spain; and

ORDERED that service of such papers in the foregoing manner shall be deemed good and sufficient for all purposes; and

ORDERED that answering papers in opposition to the Motion, if any, shall be filed electronically through the ECF system at or before 5:00 AM/PM on 10/2/14, 2014, and shall be served on Space IBZ Counsel by facsimile or electronic mail. Reply papers, if any, shall be served and filed electronically through the ECF system at or before 5:00 PM on 10/3/14, 2014, and shall be served on counsel for Club Space Management, LLC d/b/a ClubSpace Management, LLC d/b/a ClubSpace and counsel for Eden Ballroom LLC by facsimile or electronic mail.

Moving counsel shall not be served by 10/2/14 if Space IBZ Planet S.L. does not respond to this order to show cause, the relief sought may be granted without any further proceedings.

Dated: _____

*9/26/14
3:13 P.M.*

[Signature]
United States District / Magistrate Judge

United States District Court
Southern District of New York

CLUB SPACE MANAGEMENT, LLC, d.b.a.)	
CLUBSPACE,)	
)	CIVIL ACTION NO. 13 cv 7955
<i>Plaintiffs,</i>)	(JGK)
)	EFC CASE
- <i>against</i> -)	
)	
EDEN BALLROOM LLC, and SPACE IBZ PLANET,)	
S.L.,)	
)	
<i>Defendants.</i>)	

**MEMORANDUM OF LAW IN SUPPORT OF
JOINT MOTION OF IPHORGAN LTD. AND JAFFE & ASHER LLP TO WITHDRAW AS
COUNSEL FOR DEFENDANT SPACE IBZ PLANET, S.L.**

Pursuant to Southern District of New York Local Rule 1.4, IpHorgan Ltd. and Jaffe & Asher LLP (collectively "Space IBZ Counsel") respectfully submit this Memorandum of Law in Support of their Joint Motion to Withdraw as Counsel for Defendant Space IBZ Planet, S.L. in the above-captioned matter (the "Space IBZ Litigation") and for all dates in the case to be briefly adjourned pending the resolution of this motion and, in the event that this motion is granted, to enable Space IBZ Planet, S.L. ("Space IBZ") to secure new counsel.

PRELIMINARY STATEMENT

As set forth more fully in the declarations of Sean S. Swidler ("Swidler Declaration"), Dermot Horgan ("Horgan Declaration"), and Gregory E. Galterio ("Galterio Declaration") Space IBZ Counsel seeks leave to withdraw as counsel of record for Space IBZ because of the presence of irreconcilable attorney-client conflict rendering it difficult for Space IBZ Counsel to continue to represent Space IBZ in this matter. This irreconcilable conflict is exacerbated by Space IBZ's failure to meet its financial obligations to Space IBZ Counsel. Prior to making this motion, Space IBZ Counsel advised Space IBZ, through its designated legal representatives in Spain, that it would be forced to make a motion to withdraw on the grounds set forth herein.

Space IBZ Counsel's withdrawal from this litigation will not prejudice the litigation and will not substantially impede the progress of this action as this case remains in its early stages.¹

ARGUMENT

"When considering whether to grant a motion to be relieved as counsel, 'district courts analyze two factors: the reasons for withdrawal and the impact of the withdrawal on the timing of the proceeding.'" *Battino v Cornelia Fifth Ave., LLC*, No. 09 C 04113, 2013 WL 4779635, at *1 (S.D.N.Y. June 26, 2013) (quoting *Blue Angel Films, Ltd. v. First Look Studios, Inc.*, No. 08 C6469, 2011 WL 672245, at *1 (S.D.N.Y. Feb. 17, 2011)); *Ashmore v. CGI Group, Inc.*, No. 11 C 8611, 2013 WL 5863569, at *1 (S.D.N.Y. Oct. 30, 2013); *SEC*, 2013 WL 5815374, at *4. As set forth in detail below, the facts and circumstances of Space IBZ's relationship with Space IBZ Counsel support the requested withdrawal.

I. **Southern District of New York Local Rule 1.4 and the New York State Rules of Professional Conduct Relieve an Attorney of Record By Order of Court.**

Pursuant to Local Rule 1.4 of the Southern District of New York, "an attorney who has appeared as attorney of record for a party may be relieved . . . by order of the Court Such an order may be granted only upon a showing by affidavit or otherwise of satisfactory reasons for withdrawal" The New York State Rules of Professional Conduct, Rule 1.16 permits withdrawal of counsel where "the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees," and where "the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively." N.Y. Prof. Conduct Rule 1.16(c)(5) and (c)(7).

¹ While this case has been pending since November, 2013, significant time has been spent seeking an amicable resolution to the plaintiff's claims.

II. Irreconcilable Conflict Between Space IBZ and Space IBZ Counsel Constitutes Sufficient Cause for Withdrawal of Defense.

Under New York Rule of Prof. Conduct Rule 1.16(c)(7), an attorney may withdraw when “the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively.” The Swidler Declaration attests to Space IBZ Counsel’s obstacles to effectively and efficiently representing Space IBZ, namely, a lack of communication of by Space IBZ and a lack of cooperation and collaboration by Space IBZ with counsel. The lack of communication and lack of cooperation and collaboration, alone or in conjunction with the financial issues discussed below, demonstrate that the relationship between Space IBZ and Space IBZ Counsel has reached irreconcilable conflict sufficient to warrant and justify withdrawal as counsel.

“[T]he existence of an irreconcilable conflict between attorney and client is a proper basis for the attorney to cease representing his client.” *Bijan Karimian v. Time Equities, Inc.*, No. 10 Civ. 3773, 2011 U.S. Dist. LEXIS 51916, at *4- *5 (S.D.N.Y. May 11, 2011) (citations omitted); *Dowler v. Cunard Line Ltd.*, No. 94 Civ. 7480, 1996 U.S. Dist. LEXIS 9100 (S.D.N.Y. June 28, 1996) (permitting withdrawal on the grounds that “strong evidence of a strained attorney-client relationship regardless of the source of the strain is sufficient grounds” for an attorney to withdraw); *McGuire v. Wilson*, 735 F. Supp. 83, 85 (S.D.N.Y. 1990) (allowing attorney to withdraw because “relationship between the parties has deteriorated beyond repair”); *Hallmark Capital Corp. v. Red Rose Collection*, No. 1997 U.S. Dist. LEXIS 16328, at *8- *9 (S.D.N.Y. Oct. 21, 1997) (“[T]he client and counsel have irreconcilable differences, that is a satisfactory reason to allow counsel to withdraw.”). The Swidler Declaration is being filed under seal to preclude disclosure of sensitive materials into the public domain.

III. Space IBZ's Failure to Meet Its Financial Obligations to Space IBZ Counsel Also Warrants Withdrawal of Counsel.

As outlined in the Horgan Declaration, Space IBZ has failed to meet its financial obligations to Space IBZ Counsel and this alone provides sufficient basis under accepted law for Space IBZ Counsel to withdraw as counsel of record. The Second Circuit has acknowledged that "where the client 'deliberately disregarded' financial obligations," nonpayment of legal fees "may constitute 'good cause' to withdraw." *United States v. Parker*, 439 F.3d 81, 104 (2d Cir. 2006) (quoting *McGuire v. Wilson*, 735 F. Supp. 83, 84 (S.D.N.Y. 1990) and N.Y. Code of Prof'l Responsibility D.R. 2-110(C)(a)(f)). Similarly, this Court consistently has found the failure to pay legal fees to be a legitimate ground for granting a motion to withdraw as counsel. See, e.g., *Blue Angel Films, Ltd. v. First Look Studios, Inc.*, No. 08 Civ. 6469 (DAB) (JCF), 2011 U.S. Dist. LEXIS 16674, at *7-8 (S.D.N.Y. Feb. 17, 2011) ("Although there is no clear standard for what may be considered a 'satisfactory reason' for allowing a withdrawal, it seems evident that the non-payment of legal fees constitutes such a reason."); *Diarama Trading Co., Inc. v. J. Walter Thompson U.S.A., Inc.*, No. 01 Civ. 2950 (DAB), 2005 U.S. Dist. LEXIS 17008, at *1 (S.D.N.Y. Aug. 15, 2005) ("Satisfactory reasons include failure to pay legal fees.") (internal citations omitted); *Cower v. Albany Law Sch. of Union Univ.*, No. 04 Civ. 0643 (DAB), 2005 U.S. Dist. LEXIS 13669, at *16 (S.D.N.Y. July 8, 2005) ("It is well settled that nonpayment of fees is a legitimate ground for granting counsel's motion to withdraw.") (citation omitted); *HCC, Inc. v. R H & M Mach. Co.*, No. 96 Civ. 4920 (PKL), 1998 U.S. Dist. LEXIS 10977, at *1 (S.D.N.Y. July 20, 1998) ("It is well-settled that non-payment of fees is a valid basis for granting counsel's motion to withdraw."); *WABC-AM Radio, Inc. v. Vlahos*, 89 Civ. 1645, 1992 WL 276550, at *1-2 (S.D.N.Y. Sept. 29, 1992) (granting motions to withdraw on ground of client's failure to pay fees even if this would cause a delay in the litigation).

Because the Horgan Declaration pertains exclusively to the legal fee matter, case law supports it being filed under seal and not being provided to the other parties to this litigation in order to avoid potential prejudice to Space IBZ. *E.g., Team Obsolete Ltd., supra*, 464 F. Supp. at 164-65. The *Team Obsolete* court stated that “a review of the relevant case law demonstrates that documents in support of motions to withdraw as counsel are routinely filed under seal where necessary to preserve the confidentiality of the attorney-client relationship between a party and its counsel, and that this method is viewed favorably by the courts.” *Id.* (citing *Weinberger v. Provident Life & Cas. Ins. Co.*, No. 97-cv-9262, 1998 U.S. Dist. LEXIS 19859 (S.D.N.Y. 1998)). When the Court reviews the Horgan Declaration *in camera*, it will see that the declaration contains only confidential information about the fee matter and thus “does not implicate the [defendants’] interests in this litigation. *Team Obsolete, supra*, 464 F. Supp. at 164; *see also Harrison Conference Services, Inc. v. Dolce Conference Services, Inc.*, 806 F. Supp. 23, 25-26 (E.D.N.Y. 1992) (fee dispute documents were properly submitted *in camera* and defendants had no interest in the outcome of the dispute and thus were “not entitled to a more complete description of this dispute, or a briefing schedule which will permit them to respond further.”).

IV. Withdrawal of Space IBZ Counsel Will Not Prejudice the Litigation and Will Not Substantially Impede the Progress of This Litigation.

This litigation remains in its early stages, with the parties not yet having commenced discovery and with a First Amended Complaint having been recently accepted by the Court during the hearing held on September 22, 2014.² Withdrawal of Space IBZ Counsel will not prejudice the litigation or substantially impede the progress of the litigation. Where discovery has not yet closed and a case is not “on the verge of trial readiness,” withdrawal of counsel is unlikely to cause either prejudice to the client or such substantial disruption to the proceedings

² Space IBZ has been notified of the acceptance of the First Amended Complaint and the October 10, 2014, deadline to answer or otherwise plead.

as to warrant a denial of leave to withdraw. *Winkfield v. Kirschenbaum & Phillips, P.C.*, No. 12 Civ. 7424 (JMF), 2013 WL 371673, at *1 (S.D.N.Y. Jan. 29, 2013) (quoting *Blue Angel Films*, 2011 WL 672245, at *2); accord *Karimian v. Time Equities, Inc.*, No. 10 Civ. 3773 (AKH) (JCF), 2011 WL 1900092, at *3 (S.D.N.Y. May 11, 2011).

The procedural status of the Space IBZ Litigation is well junior to the procedural status of the cases where courts regularly grant motions to withdraw as counsel. See, e.g., *D.E.A.R. Cinestudi*, 2006 WL 1676485, at *1-2 (granting counsel's motion to withdraw due to lack of payment of fees where discovery was complete and trial was months away); *Spadola v. New York City Trans. Auth.*, No. 00 CIV 3262, 2002 WL 59423, at *1 (S.D.N.Y. Jan. 16, 2002) (allowing counsel to withdraw where discovery had been completed and client had not paid outstanding legal fees because client "would not be unduly prejudiced by his counsel's withdrawal at this stage of litigation."); *Promotica of America, Inc. v. Johnson Grossfield, Inc.*, No. 98 CIV. 7414, 2000 WL 424184, at *1-2 (S.D.N.Y. Apr. 18, 2000) (granting motion to withdraw where discovery was closed and case was ready for trial); *Cf. Furlow v. City of New York*, No. 90 Civ. 3956 (PKL), 1993 WL 88260, at *2 (S.D.N.Y. Mar. 22, 1993) (where document discovery was complete but depositions had not been taken, withdrawal permissible because "this action is not trial ready and resolution of this matter will not be delayed substantially by counsel's withdrawal at this juncture").

V. Space IBZ Counsel Is Not Seeking Any Liens As Part of the Withdrawal.

Space IBZ Counsel is not seeking a lien on Space IBZ Litigation materials in its possession pending resolution of the issue concerning Space IBZ's financial obligations to Space IBZ Counsel. While Space IBZ Counsel recognizes that it is entitled to such a lien, counsel believes that foregoing pursuit of a lien will facilitate a clean and quick severance of the attorney-client relationship with Space IBZ and will enable Space IBZ to proceed with its defense without outstanding issues with its current counsel.

CONCLUSION

For the foregoing reasons, IpHorgan Ltd. and Jaffe & Asher LLP respectfully request that the Court grant their Joint Motion to Withdraw as Counsel for Defendant Space IBZ Planet, S.L. and briefly adjourn the scheduled dates in the case to enable Space IBZ to secure new counsel. Space IBZ Counsel would be pleased to supplement its supporting declarations, filed under seal for *in camera* inspection, to the extent the Court may require further information and Space IBZ Counsel is able to provide such information without violating attorney-client privilege.

Buffalo Grove, Illinois
September 24, 2014

Respectfully submitted,

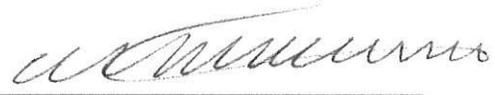
IPHORGAN LTD.



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Attorneys for Defendant
Space IBZ Planet, S.L.

New York, New York
September 24, 2014

JAFFE & ASHER LLP



Gregory E. Galterio (GG 0787)
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(212) 687-3000
Attorneys for Defendant
Space IBZ Planet, S.L.

EXHIBIT B

Sean Swidler

From: NYSD_ECF_Pool@nysd.uscourts.gov
Sent: Wednesday, October 8, 2014 11:19 AM
To: CourtMail@nysd.uscourts.gov
Subject: Activity in Case 1:13-cv-07955-JGK Club Space Management, L.L.C. v. Eden Ballroom L.L.C. et al Order on Motion for Conference

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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U.S. District Court

Southern District of New York

Notice of Electronic Filing

The following transaction was entered on 10/8/2014 at 12:19 PM EDT and filed on 10/8/2014

Case Name: Club Space Management, L.L.C. v. Eden Ballroom L.L.C. et al

Case Number: [1:13-cv-07955-JGK](#)

Filer:

Document Number: [97](#)

Docket Text:

ORDER. As stated on the record at conference today, there is good cause for the motion to withdraw by all counsel for defendant Space IBZ and the motion is unopposed. The motion to withdraw is therefore granted. Consideration of this case is stayed until November 7, 2014 while defendant Space IBZ obtains new counsel. The time to answer the plaintiff's amended complaint is extended to November 14, 2014. If Space IBZ does not appear by counsel by November 7, 2014, the plaintiff may seek a default judgment. The Clerk is directed to close Docket No. 88. Terminating [88] Letter Motion for Conference. (Signed by Judge John G. Koeltl on 10/7/2014) (rjm)

1:13-cv-07955-JGK Notice has been electronically mailed to:

Gregory E. Galterio ggalterio@jaffeandasher.com

Janet Beth Linn jlinn@bpslaw.com

Marcella Ballard mballard@venable.com, eokodi@venable.com, osalcedo@venable.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#

DATE FILED: 10/8/14

CLUB SPACE MANAGEMENT, LLC, d.b.a.
CLUB SPACE,

Plaintiff,

13 Cv. 7955 (JGK)

- against -

ORDER

EDEN BALLROOM LLC, ET AL.,

Defendants.

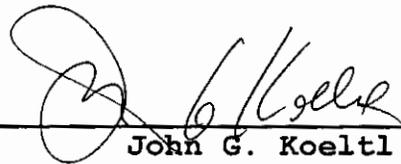
JOHN G. KOELTL, District Judge:

As stated on the record at conference today, there is good cause for the motion to withdraw by all counsel for defendant Space IBZ and the motion is unopposed. The motion to withdraw is therefore **granted**.

Consideration of this case is stayed until **November 7, 2014** while defendant Space IBZ obtains new counsel. The time to answer the plaintiff's amended complaint is extended to **November 14, 2014**. If Space IBZ does not appear by counsel by **November 7, 2014**, the plaintiff may seek a default judgment. **The Clerk is directed to close Docket No. 88.**

SO ORDERED.

Dated: New York, New York
October 7, 2014



John G. Koeltl
United States District Judge

Chaim Zev Kagedan CKagedan@venable.com, osalcedo@venable.com

Sean S. Swidler sswidler@iphorgan.net

1:13-cv-07955-JGK Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1008691343 [Date=10/8/2014] [FileNumber=13703405-0] [62e30c17561bdc53f9ad9e63b51ec4c1140e7d10c172e4928d8af4dddb65591d21f343c05027f2052f59fefe90a7f9259f93417f9ef1675d14ecaa799089d6a4]]

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CLUB SPACE MANAGEMENT, LLC, d.b.a.
CLUB SPACE,

Plaintiffs,

-against-

EDEN BALLROOM LLC; and SPACE IBZ
PLANET, S.L.,

Defendants.

Civil Action No: 13 CV 7955 (JGK)
ECF CASE

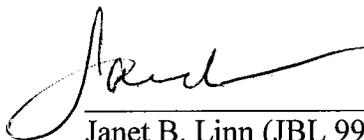
NOTICE OF APPEARANCE

JANET B. LINN, Esq., of Bleakley Platt & Schmidt, LLP, an attorney duly admitted to practice law before this Court, hereby enters an appearance on behalf of Defendant Space IBZ Planet, S.L. in the above-referenced action.

Dated: White Plains, New York
November 12, 2014

Respectfully submitted,

BLEAKLEY PLATT & SCHMDT, LLP



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1 North Lexington Avenue
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*Attorney for Defendant
Space IBZ Planet, S.L.*