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*Attorneys for Defendant Matthew “Mateo” Rajkumar
and American Talent Agency, Inc.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PATRICK GROVE,

Plaintiff

-against-

**ANSWER AND
AFFIRMATIVE DEFENSES**

ALIAUNE THIAM a/k/a “AKON”,
AMERICAN TALENT AGENCY, INC.,
AMERICAN TALENT AGENCY, LLC
KAYVANA ENTERTAINMENT, LLC
And YUGESGHWAR RAJKUMAR a/k/a
MATTHEW HERMATTE a/k/a
“MATEO” RAJKUMAR,

14-cv-1146

Defendants.

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Defendants Yugeshwar Rajkumar a/k/a Mateo Hermatte a/k/a Matthew “Mateo” Rajkumar (“Rajkumar”), American Talent Agency, Inc., (“ATA”) American Talent Agency, LLC (“ATA LLC”) and Kayvana Entertainment, LLC (“Kayvana”) (hereinafter collectively referred to as “Defendants”), by their attorney, Jekielek & Janis, LLP as and for their answer and affirmative defenses to the causes of action alleged in the Amended Complaint (“Complaint”) filed by plaintiff Patrick Grove (“Plaintiff”), allege as follows:

The Parties

1. Defendants lack the knowledge or information sufficient to form a belief as to the truth of the allegations contained in this corresponding paragraph of the Complaint.

2. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in this corresponding paragraph of the Complaint but admit that defendant Aliaune Thiam a/k/a Akon ("Akon") is a musical performer.

3. Defendant ATA admits the truth of the allegations contained in this corresponding paragraph of the Complaint except denies that it continues to conduct any business as of the date of the filing of this Complaint.

4. Defendant ATA LLC admits the truth of the allegations contained in this corresponding paragraph of the Complaint.

5. Defendants admit the truth of the allegations contained in this corresponding paragraph of the Complaint except denies that Kayvana continues to be domiciled and transact business in the state of New York, New York County.

6. Defendants deny the truth of the allegations contained in this corresponding paragraph of the Complaint.

Jurisdiction and Venue

7. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in this corresponding paragraph of the Complaint.

8. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in this corresponding paragraph of the Complaint.

9. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in this corresponding paragraph of the Complaint.

10. Defendants admit the truth of the allegations contained in this corresponding paragraph of the Complaint.

11. Defendant ATA LLC denies the truth of the allegations contained in this corresponding paragraph of the Complaint but admits that when it was operating it conducted business in the State of New York

12. Defendant Kayvana denies the truth of the allegations contained in this corresponding paragraph of the Complaint.

13. Defendant Rajkumar denies the truth of the allegations contained in this corresponding paragraph of the Complaint.

Preliminary Statement

14. Defendants deny the truth of the allegations set forth in this corresponding paragraph of the Complaint.

As For The First Cause Of Action Against Akon
(Breach of Contract)

15. Defendants neither admit nor deny the allegations contained in Paragraph 15 through Paragraph 23 of the Complaint as this First Cause of Action is brought solely against defendant Akon.

As For The Second Cause of Action Against Akon
(Breach of Contract-Actual Authority)

16. Defendants neither admit nor deny the allegations contained in Paragraph 24 through Paragraph 27 of the Complaint as this First Cause of Action is brought solely against defendant Akon.

As For The Third Cause of Action Against Akon
(Breach of Contract-Implied Authority)

17. Defendants neither admit nor deny the allegations contained in Paragraph 28 through Paragraph 31 of the Complaint as this Third Cause of Action is brought solely against defendant Akon.

As For The Fourth Cause of Action Against Akon
(Breach of Contract-Ratification)

18. Defendants neither admit nor deny the allegations contained in Paragraph 32 through Paragraph 35 of the Complaint as this Fourth Cause of Action is brought solely against defendant Akon.

As For The Fifth Cause of Action Against ATA and Rajkumar
(Fraud)

19. Defendants ATA and Rajkumar deny the allegations made in Paragraph 36 through 41 of the Complaint, except admits that Rajkumar corresponded with the plaintiff via email in connection with the performance by Akon as set forth in the Agreement.

As For The Sixth Cause of Action Against Akon
(Fraud)

20. Defendants neither admit nor deny the allegations contained in Paragraph 42 through Paragraph 44 of the Complaint as this Sixth Cause of Action is brought solely against defendant Akon.

As For The Seventh Cause of Action Against Akon, ATA and Rajkumar
(Fraud)

21. Defendants ATA and Rajkumar deny the allegations made in Paragraph 45 through 50 of the Complaint, except admits that Rajkumar corresponded with the plaintiff via email in connection with the performance by Akon as set forth in the Agreement.

As For The Eighth Cause of Action Against ATA and Rajkumar
(Violation of General Business Law Section 349)

22. Defendants ATA and Rajkumar deny the allegations made in Paragraph 51 through 53 of the Complaint.

As For The Ninth Cause of Action Against Akon
(Violation of General Business Law Section 349)

23. Defendants neither admit nor deny the allegations contained in Paragraph 54 through Paragraph 56 of the Complaint as this Ninth Cause of Action is brought solely against defendant Akon.

As For The Tenth Cause of Action Against Akon, ATA and Rajkumar
(Violation of General Business Law Section 349)

24. Defendants ATA and Rajkumar deny the allegations made in Paragraph 57 through 59 of the Complaint.

As For The Eleventh Cause of Action Against Akon, ATA and Rajkumar
(Conversion)

25. Defendants ATA and Rajkumar deny the allegations made in Paragraph 60 through 62.

As For The Twelfth Cause of Action Against Akon, ATA and Rajkumar
(Unjust Enrichment)

26. Defendants ATA and Rajkumar deny the allegations made in Paragraph 63 through 65 of the Complaint.

As For The Thirteenth Cause of Action Against ATA LLC
(Successor Liability Alter Ego and Instrumentality)

27. Defendant ATA LLC denies the allegations made in Paragraph 66 through 69 of the Complaint.

As For The Fourteenth Cause of Action Against ATA LLC
(Successor Liability – Mere Continuation)

28. Defendant ATA LLC denies the allegations made in Paragraph 70 through 72 of the Complaint.

As For The Fifteenth Cause of Action Against ATA LLC
(Successor Liability – De Facto Merger)

29. Defendant ATA LLC denies the allegations made in Paragraph 73 through 76 of the Complaint.

As For The Sixteenth Cause of Action Against Kayvana
(Successor Liability – Alter Ego and Instrumentality)

30. Defendant Kayvana denies the allegations made in Paragraph 77 through 80 of the Complaint.

As For The Seventeenth Cause of Action Against Kayvana
(Successor Liability – Mere Continuation)

31. Defendant Kayvana denies the allegations made in Paragraph 81 through 83 of the Complaint.

As For The Eighteenth Cause of Action Against Kayvana
(Successor Liability – De Facto Merger)

32. Defendant Kayvana denies the allegations made in Paragraph 84 through 87 of the Complaint.

As For The Nineteenth Cause of Action Against Rajkumar
(Individual Liability)

33. Defendant Rajkumar denies the allegations made in Paragraph 88 through 90 of the Complaint.

**As For The Twentieth Cause of Action Against Rajkumar
(Individual Liability-Piercing Entity Veil)**

34. Defendant Rajkumar denies the allegations made in Paragraph 91 through 94 of the Complaint.

DEFENDANTS AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief can be granted as to defendants ATA LLC and Kayvana.

SECOND AFFIRMATIVE DEFENSE

Plaintiff had and has a duty to mitigate its losses and have failed to take reasonable measures to mitigate its losses.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's calculation of monies alleged to be due and owing in the Complaint is false and/or inaccurate and Plaintiff has been paid in part or in full.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, ratification, unclean hands, laches and/or estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has not brought this claim within the specified statute of limitations therefore barring any and all legal action pertaining to this matter.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff has failed to bring in parties necessary to adjudicate this action including but not limited to Kon Live Touring, LLC.

DEFENDANT'S CROSS CLAIMS AGAINST AKON

1. This cross claim is made by the Defendants (also now collectively "Cross Claimants") as defined herein, pursuant to 13(g) of the Federal Rules of Civil Procedure ("FRCP), and arises out of the transaction or occurrence that is the subject matter of the Plaintiff's Amended Complaint.

2. In the event any of the Defendants are found liable for any damages alleged by Plaintiff, then defendant Akon is liable to any of those Defendants in that amount for contribution and/or full indemnity under statute, common law and/or by express and/or implied contract by and between any of the Defendant's on one hand and Akon and/or its managers, agents or authorized representatives on the other hand.

3. In the event that the Court determines that the Plaintiff did suffer any damages as alleged in the Complaint, any and all damages for each cause of action alleged in the complaint are a direct and/or proximate result of the failure on the part of Akon to fulfill its obligations pursuant to the Agreement, as defined in the Amended Complaint, by and between the Plaintiff and Akon.

4. Based on the foregoing, Cross-Claimants demand contribution and/or indemnity against defendant Akon for all damages that may be awarded against them in this action, whether individually or jointly and severally, together with attorney's fees, costs and disbursement in connection with this action.

DEMAND FOR JURY TRIAL

The Defendants hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure

PRAYER FOR RELIEF

WHEREFORE, the Defendants demand judgment as follows:

(a) Dismissal of the Amended Complaint and all causes of action brought against the Defendants in their entirety;

(b) On the Cross-Claim against Akon, judgment for contribution and/or indemnity in the amount of any damages that may be awarded against any of the Defendants, whether individually or jointly, together with attorney's fees, costs and disbursements in connection with this action;

(c) Interest, costs and attorney's fees; and

(d) Such and other further relief as this Court deems just and proper.

Dated: New York, New York
May 22, 2014

JEKIELEK & JANIS LLP

By: _____
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