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Date: 05/17/2023

Time: 2:35:15 PM

Return To:
STEVEN ANTHONY LUCIA
45 Exchange Blvd., 3rd Floor
Rochester, NY 14614

SA Hospitality, Inc.

The County of Monroe

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: CW
Total Fees Paid:	\$210.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
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JAMIE ROMEO

MONROE COUNTY CLERK



**SUPREME COURT
STATE OF NEW YORK: COUNTY OF MONROE**

SA HOSPITALITY, INC.
2729 Monroe Avenue
Rochester, NY 14618

Plaintiff,

vs.

THE COUNTY OF MONROE

Defendants.

SUMMONS

Index No.
Date Purchased:

Plaintiff designates
MONROE COUNTY
as the place of trial

The basis of venue is the Plaintiff's
place of business.

TO THE ABOVE NAMED DEFENDANT:

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 notice of appearance on the Plaintiff's attorney within twenty (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.

Dated: Rochester, New York
May 1, 2023

Yours, etc.,

PHETERSON SPATORICO LLP

By


Steven A. Lucia

Attorneys for Plaintiff
45 Exchange Blvd., 3rd Floor
Rochester, New York 14614
(585) 546-5600

STATE OF NEW YORK
SUPREME COURT: MONROE COUNTY

SA HOSPITALITY, INC.,

VERIFIED
COMPLAINT

Plaintiff,

v.

THE COUNTY OF MONROE,

Defendants.

Plaintiff, SA Hospitality, Inc. ("Plaintiff"), by and through its attorneys, Pheterson Spatorico LLP, as and for its Complaint against Defendant alleges as follows:

1. That, at all relevant times herein, Plaintiff was a corporation organized and existing under the laws of the State of New York and is the owner of Clarion Pointe Hotel, 2729 Monroe Avenue, Rochester, NY 14618 (the "Premises").

2. This case arises out of the breach of contract by the Defendant as follows. In and around March 2020, Defendant was addressing the health issues of the public during the COVID-19 crisis and developed a plan for the housing and care of individuals needing to be quarantined because they came in contact with the COVID-19 virus and those individuals who needed to be in isolation after testing positive for the COVID-19 virus but who did not require hospitalization. Defendant identified the Premises as a suitable location for its COVID-19 housing plan (the "Plan").

3. On or about March 18, 2020, Defendant entered into a lease with Plaintiff for the use of the Premises to effectuate the Plan. Defendant occupied the Premises until the time it vacated on February 28, 2021. After Defendant vacated the Premises, Plaintiff

determined that it had sustained damages as a direct and proximate result of Defendant's use and occupation of the Premises. Plaintiff determined that hotel inventory consisting of furniture, bedding and other items were taken from the Premises while the Premises were in Defendant's sole possession.

4. Under the terms of the lease, Defendant agreed to leave the Premises and its furnishings, appurtenances and textiles free from unreasonable or excessive wear and tear and to safeguard those items from damage and theft.

5. In addition, Plaintiff faced liability for an invoice in the amount of \$5,636.00 from Bright Bubble laundromat who Defendant used to perform cleaning of soiled linens from the Premises during the time Defendant has exclusive use of the Premises. Defendant had agreed to pay for all such costs and expenses.

6. Further, Defendant did not adequately clean and disinfect the Premises before it vacated the Premises on February 28, 2021 as it had agreed to do.

7. The incidents that form the basis of Plaintiff's Complaint took place at the Premises.

8. As a direct and proximate result of the breach of contract by the Defendant aforesaid, Plaintiff sustained monetary damages in the amount of \$26,008.40.

FIRST CAUSE OF ACTION—BREACH OF CONTRACT

9. Plaintiff repeats and realleges each and every allegation alleged in paragraphs 1 through 8 above as if fully set forth herein.

10. The lease entered into between Plaintiff and Defendant was a valid and enforceable contract.

11. Plaintiff performed all of its obligations under the terms of the lease.

12. As detailed herein, Defendant failed and refused to perform its obligations under the terms of the lease.

13. As a result of the foregoing, Plaintiffs have sustained damages in the amounts aforesaid and in additional amounts that will be proven at the trial of this matter.


WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$26,008.40 and in additional amounts that will be proven at the trial of this matter as well as for costs, attorneys fees and expenses and for such other and further relief as the Court deems proper.

Dated: Rochester, New York
May 1, 2023

Yours, etc.

PHETERSON SPATORICO LLP

By


Steven A. Lucia
Attorneys for Plaintiffs
45 Exchange Blvd., 3rd Floor
Rochester, NY 14614
(585) 546-5600

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