

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF ONEIDA

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 KIMBERLY A NEWTON, and TAYLOR J HOY,

Index No:

Plaintiffs,

-against-

MASON JAR 22, LLC d/b/a PREMIER WEDDING
 VENUES, and DAVID STIRPE a/k/a DAVID A.
 STIRPE a/k/a DAVID ANTHONY,

COMPLAINT

Defendants.

_____X

Pro Se Plaintiffs, Kimberly Newton and Taylor Hoy (collectively “the Couple”), on behalf of themselves, submit this Complaint against Defendants, Mason Jar 22, LLC d/b/a Premier Wedding Venues (“PWV”) and David Stirpe a/k/a David A. Stirpe a/k/a David Anthony (“Stirpe”), and state as follows:

PARTIES

1. Plaintiff, Kimberly Newton, is a resident of the State of Colorado whose address is 3948 South Fox Street, Englewood, Colorado 80110.
2. Plaintiff, Taylor Hoy, is a Canadian citizen and current resident of the State of Colorado whose address is 3948 South Fox Street, Englewood, Colorado 80110.
3. Defendant PWV is a New York limited liability company, DOS ID # 5278426, in good standing with a principal office address at 5367 E. Seneca Street, Vernon, New York 13476¹ and process address at P.O. Box 805, Vernon, New York 13476.
4. Defendant Stirpe is a resident of the State of New York with a possible residential address at 989 James Street, Syracuse, New York 13203, whose record address is P.O. Box 805, Vernon, New York 13476.
5. Defendants Stirpe and PWV are in the business of owning and operating wedding venues, catering amenities, event planning, and other wedding-related services.

¹ The process address listed with the Department of State shows its zip code as 13475, which appears to be an error because that zip code refers to Van Hornesville, New York, in Herkimer County.

VENUE & JURISDICTION

6. Venue is proper in Oneida County because Defendants' business is based out of Oneida County, and all the acts, omissions, and events in dispute occurred in, or relate to, Oneida County.
7. This Court has jurisdiction over this matter because the Couple is seeking declaratory relief and further and consequential relief in excess of \$25,000.

FACTUAL BACKGROUND

8. The Couple first met in Syracuse, New York, where they attended law school. After graduating, the Couple moved to Colorado to begin their legal careers.
9. Mr. Hoy grew up in Kingston, Ontario, Canada, approximately two hours north of Syracuse, New York. Ms. Newton grew up in Colorado but has extended family in the New York City area.
10. After moving to Colorado, the Couple got engaged on May 4, 2019, and began planning their wedding.
11. Because the Couple met in Central New York and within driving distance for several expected guests, most of whom reside in Canada, the Couple decided to get married in Central New York.
12. The Couple found a venue online called "the Cannery," one of many venues that Defendants own or operate in the area.
13. Since the Couple was unable to tour the venue from Colorado, Mr. Hoy's parents drove down from Canada and visited the site on their behalf.
14. The Couple was able to participate virtually via FaceTime before speaking with Defendants telephonically.
15. Familiar with the seasons in Central New York, the Couple hoped for a wedding date in the fall of 2020, close to Labor Day.
16. Defendants indicated that, due to a recent cancellation, there was an opening for August 29, 2020.
17. The Cannery had the allure, capacity, charm, and availability that the Couple was looking for. Further, Defendants' flexibility with out-of-state couples appealed to them.
18. On May 23, 2019, the Couple paid Defendants an initial deposit toward their wedding in the amount of \$2,400.

19. Defendants calculated the deposit by taking 10% of the Couple's estimated total contract price, which was based on their guest count of approximately 150, excluding any on-site staff, vendors, or others who would be present throughout the day.
20. On May 29, 2019, the Couple executed a contract with Defendants for \$24,999.29 in exchange for a wedding of 150 guests to be held at the Cannery on Saturday, August 29, 2020. See **Exhibit 1**, *05/29/2019 Signed Contract*.
21. Defendants further offered the Couple a 10% discount for cash payments, so the Couple planned to take advantage of this incentive and make the remaining payments in cash.
22. Also, Defendants sent the Couple a welcome packet with a credit that could be used toward a rehearsal dinner if the Couple decided to hold it at one of their other venues called "the Mason Jar."
23. The Couple agreed and provided Defendants with an additional \$800 to be contributed toward their rehearsal dinner.
24. On November 17, 2019, the Couple booked a trip to Syracuse, New York to attend a large tasting event that Defendants hosted for their clients at one of their other venues, Dibbles Inn Estates.
25. Since the Couple lives out-of-state, the Couple knew this event would be the only time they would be in the area until their wedding.
26. Therefore, they made arrangements to meet with other vendors, selected their menu, and finalized many of the wedding details all at once.
27. Upon confirming that the 10% discount still applies, the Couple paid Defendants an additional \$8,000 toward their wedding in cash before catching their flight back to Colorado.
28. Throughout January and February of 2020, the Couple continued wedding planning.
29. On March 1, 2020, the Couple ordered a sample of the final invitation design to approve before they planned to order the rest to send out to their guests.
30. A few days later, however, Governor Jared Polis announced Colorado's first presumptive positive cases of COVID-19.
31. Over the next several weeks, the Couple grew concerned based on many conflicting reports about whether the virus would interfere with their wedding.
32. Until the Couple had more information, they wanted to see if Defendants had any updates before placing the final order for their wedding invitations.

33. Without any word from Defendants, the Couple reached out on April 22, 2020, to inquire about the status and more clarity about Defendants' plans for responding to the pandemic.
34. Although Defendants failed to provide any meaningful response, the Couple initially believed they were busy prioritizing the needs of couples with spring weddings.
35. Still, the Couple ensured to make Defendants aware of their decision to hold off on invitations. Despite having this information, Defendants ignored the Couple's inquiries.
36. From April 2020 to present, the Couple has followed up nearly a dozen times seeking answers to their questions and for Defendants to address their concerns. They specifically requested details about Defendants' re-opening plans, safety precautions, the availability of backup dates, and any other options for addressing the issues before the situation escalates.
37. Even though Defendants have known about these matters since at least April, they have failed to make any effort to resolve anything or address the Couple's concerns.
38. For example, on June 4, 2020, Defendants summarily dismissed the Couple's questions, instead stating there was still plenty of time to provide the Couple with the wedding they wished for. Without explaining how or why they believed a large social gathering of 150 guests plus staff would be possible, Defendants seemed adamant there would be no issues.
39. In response to the Couple's inquiries about possible options to cancel or postpone if necessary, Defendants simply sent an automated email that stated "here is your signed contract[.]" accompanied by a link.
40. The Couple clicked on the the link, but saw a document that was completely different from the original contract they signed last May. Notwithstanding Defendants' representation of this document as their "signed contract," the Couple had never seen it before. See **Exhibit 2**, *06/09/2020 Document - Doctored*.
41. Upon reviewing Defendants' additional provisions, the Couple believed they were trying to somehow bind the Couple retroactively to terms they never agreed to. The Couple pointed out these modifications out to Defendants, in addition to re-raising their previous concerns and requests.
42. However, the Couple grew more suspicious when Defendants never offered any explanation for the altered document.
43. Instead, Defendant Stirpe began communicating with the Couple via his "yahoo.com" email address where he continued dismissing their concerns as invalid and said he

would “not go[] through every available date for the foreseeable future for some wild goose chase[.]”

44. Otherwise, he refused to address the doctored contract, any of the current government restrictions, border closures, cancellation/postponement alternatives, mandatory quarantines, aside from briefly stating, “the terms of your contract would apply.” Based on Defendants’ conduct, it remains unclear which contract they are even referring to.
45. Defendant Stirpe represents himself as “David Anthony, Wedding MD” and advertises himself as “an entrepreneur, author, business coach, sales trainer, and the #1 wedding venue expert in the industry.”
46. Even though the Couple has yet to cancel, Defendants elected to treat these inquiries as a cancellation and even demanded additional payments.
47. It has been twelve weeks since the Couple initially requested a status update from Defendants or assurances that they could perform in light of these issues.
48. Despite Defendants’ initial acknowledgment that the wedding may not be possible to occur as planned, they have since backtracked and threatened to go after the Couple instead.
49. Given Defendants’ apparent willingness to take advantage of a national emergency and global pandemic, the Couple has no choice but to seek guidance from the Court.

APPLICABLE LAWS & POLICY GUIDELINES

50. On March 13, 2020, the President declared the COVID-19 outbreak as a national emergency of March 1, 2020, under 42 U.S.C. § 5121 in Executive Order 31353.
51. On March 7, 2020, New York Governor Andrew M. Cuomo issued Executive Order 202, also declaring a state of emergency in response to COVID-19.
52. Over the next few months, Governor Cuomo issued additional executive orders that directed individuals, businesses, and local governments to adhere to interim guidelines pending New York’s phased re-opening approach that began in select regions May 15, 2020.
53. Under New York’s phased re-opening plan, all businesses, entities, and other operations are subject to various closures and restrictions. All entities must ensure that their employees, customers, and visitors comply with local, state, and federal limits, which cannot be waived for any reason.
54. All businesses, including essential businesses, are also required to develop a COVID-19 Health and Safety Plan. For large gatherings such as weddings, the CDC has offered a template that companies could use as a sample.

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