

STATE OF NEW YORK  
SUPREME COURT COUNTY OF ERIE

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JENNA HOLEVINSKI  
SCOTT FOSTER

**SUMMONS**

Plaintiffs,

Index No.

v.

ROSEBUD STABLES, LLC  
And  
LUCARELLI'S BANQUET CENTER

Defendants.

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TO THE ABOVE NAMED DEFENDANTS:

**YOU ARE HEREBY SUMMONED** to appear in this action and to serve a copy of your answer upon the attorneys for Plaintiffs within twenty days after service of this Summons, exclusive of the day of service [or within thirty days after service is complete if the Summons is not personally delivered to you within the State of New York]. In case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiffs designate the Erie County as the place of trial. The basis of venue is as follows:  
Plaintiffs' place of residence.

Dated: Buffalo, New York  
August 27, 2020

**HARRIS BEACH PLLC**



By: \_\_\_\_\_

Frank C. Muggia, Esq.  
*Attorneys for Plaintiffs*  
726 Exchange Street, Suite 1000  
Buffalo, New York 14210  
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[fmuggia@harrisbeach.com](mailto:fmuggia@harrisbeach.com)

STATE OF NEW YORK  
SUPREME COURT COUNTY OF ERIE

JENNA HOLEVINSKI  
SCOTT FOSTER

Plaintiffs,

**VERIFIED COMPLAINT  
AND DEMAND FOR  
JURY TRIAL**

v.

Index No.

ROSEBUD STABLES, LLC  
And  
LUCARELLI'S BANQUET CENTER

Defendants.

Plaintiffs, Jenna Holevinski ("Holevinski") and Scott Foster ("Foster") (collectively "Plaintiffs"), by and through their attorneys, Harris Beach PLLC, hereby sue Defendant Rosebud Stables, LLC ("Rosebud") and Defendant Lucarelli's Banquet Center ("Lucarelli's), and allege as follows:

**NATURE OF THE ACTION**

1. This action arises out of Rosebud and Lucarelli's failure to honor its contractual obligations to Plaintiffs, pursuant to executed agreements.
2. Lucarelli's terminated their contract with the Plaintiffs purportedly pursuant to the COVID-19 crisis.
3. Defendant Rosebud did not terminate the agreement with Plaintiffs due to COVID-19 but instead told Plaintiffs that the laws of the State of New York did not apply and they could hold their wedding with 200 + people on their property and it would not violate state laws.

**PARTIES**

4. At all times pertinent, Plaintiff Jenna Holevinski is an individual residing at 729

Meadowbrook Drive, North Tonawanda, New York 14120.

5. At all times pertinent, Plaintiff Scott Foster is an individual residing at 729 Meadowbrook Drive, North Tonawanda, New York 14120.

6. At all times pertinent, Defendant Rosebud Stables LLC was and is a New York limited liability company with its principal place of business located at 11520 Bixby Hill Road, Arcade, New York 14009.

7. At all times pertinent, Defendant Lucarelli's Banquet Center was and is a company with its principal place of business located at 1830 Abbott Road, Lackawanna, New York 14218.

8. Venue in Erie County Supreme Court is proper pursuant to CPLR §503(a), as well as pursuant to the terms of the Agreement.

#### **FACTUAL BACKGROUND**

9. Plaintiffs signed a contract with Defendant Lucarelli's on or about June 27, 2019, a copy of which is attached hereto as **Exhibit A**.

10. On or about July 8, 2019, Defendant Lucarelli's provided a written receipt for an additional \$1,000.00 initial deposit made by the Plaintiffs, a copy of which is attached hereto as **Exhibit B**.

11. On or about March 2, 2020, Lucarelli's provided a written receipt for the additional \$2,000.00 payment for catering at their wedding, a copy of this receipt is attached hereto as **Exhibit C**.

12. On or about April 15, 2019 Plaintiffs entered into a rental agreement with Defendant Rosebud, a copy of which is attached hereto as **Exhibit D**.

13. When the COVID-19 pandemic caused the shutdown of business in New York State, Defendants allowed Plaintiff to move their wedding date from May 30, 2020 to June 20,

2020. However, there was a loss in confidence due to the false statements made by Rosebud, and the effort to push Plaintiffs to accept conditions they reasonably understood were contrary to New York Law, and thus they were unwilling to risk a continued relationship with Rosebud.

14. Defendant Rosebud demanded the Plaintiffs reschedule their wedding for June 2020 even though the Plaintiffs indicated that no wedding would be permitted in June 2020.

15. Defendant Rosebud informed the Plaintiffs that they owned private property and the state could not stop an event of 200 people from occurring.

16. Defendant Rosebud informed the Plaintiffs that they were waiving the requirement for a liquor license and had authority to waive the requirement for a liquor license regardless of New York State Law.

17. Defendant Rosebud indicated to Defendant Lucarelli's and the Plaintiffs that they would be allowed to hold the wedding on the property and that New York Law would not prevent Lucarelli's from catering an event for 200 people.

18. When the Plaintiffs expressed concern over this and questioned how Defendant Rosebud would not be bound by the laws of the State of New York, Defendant Rosebud indicated that the wedding would not be shut down because they were friends with the sheriff and the sheriff had indicated that wedding could be held on their property.

19. This is patently false.

20. Due to Rosebud's attempts to bully the Plaintiffs into holding the event contrary to New York Law, Plaintiffs lost confidence in the Defendant and wondered what other issues they might have along the way and therefore immediately provided notice of cancellation due to the pandemic.

21. Attached hereto as **Exhibit E** are cancelled checks for \$3,000.00 paid by Plaintiffs

to Defendant Rosebud on April 16, 2019, \$2,000.00 paid by Plaintiffs to Defendant Rosebud on December 26, 2019, and \$6,225.00 paid by Plaintiffs to Defendant Rosebud on March 5, 2020.

**FIRST CAUSE OF ACTION**

*Breach of Contract – Monetary Damages  
Lucarelli's Banquet Center*

22. Plaintiffs repeat and realleges the allegations appearing in the foregoing paragraphs as if set forth fully herein.

23. Defendant Lucarelli's notified Plaintiffs that they were terminating the agreement between the parties due to COVID-19.

24. Plaintiffs immediately had to make arrangements for a new caterer.

25. Despite Defendant Lucarelli's having terminated the contract, Defendant Lucarelli's is refusing to provide a full refund of the monies paid.

**SECOND CAUSE OF ACTION**

*Breach of Contract – Monetary Damages  
Rosebud Stables LLC*

26. Plaintiffs repeat and realleges the allegations appearing in the foregoing paragraphs as if set forth fully herein.

27. Due to Defendant Rosebud having engaged in multiple representations in violation of State and Federal Law, Plaintiffs could not be expected to proceed with the Defendant Rosebud's proposals.

28. Attempting to do so would have resulted in significant legal complications.

29. Defendant Rosebud refused to provide any refunds.

**THIRD CAUSE OF ACTION**

*Punitive Damages  
Lucarelli's Banquet Center*

30. Plaintiffs repeat and realleges the allegations appearing in the foregoing paragraphs

as if set forth fully herein.

31. When Plaintiffs notified Rosebud of their intent not to proceed with the wedding, Defendant Rosebud and Defendant Lucarelli's spoke about the purported cancellation.

32. Without any factual basis whatsoever and with an intent to cause devastating harm and damage, Defendant Lucarelli's informed Defendant Rosebud that the real reason why Plaintiffs were cancelling is because Plaintiff Foster did not love Plaintiff Holevinski and did not want to marry her.

33. Lucarelli's indicated that Foster told them that he didn't want to marry Holevinski and therefore the basis for the termination was invalid.

34. Not only was this palpably false, it has no basis in fact and was simply designed to cause irreparable damage to the Plaintiffs.

35. Plaintiffs married in a private ceremony at their home with the number of people in attendance compliant with New York State Law and a different caterer.

### **Jury Demand**

36. Plaintiffs demand a trial by jury on all issues and claims so triable.

**WHEREFORE** Plaintiffs respectfully request this Court issue an Order:

- a. On the First Cause of Action, awarding Plaintiffs monetary damages against Defendant Lucarelli's in the amount of \$5,000.00;
- b. On the Second Cause of Action, awarding Plaintiffs monetary damages against Defendant Rosebud in the amount of \$11,225.00;
- c. On the Third Cause of Action, awarding Plaintiffs punitive damages against Defendant Lucarelli's in the amount of \$500,000.00;
- d. All recoverable costs and fees, including any expert costs and fees; and
- e. Such other and further relief as to the Court may seem just and proper.

Dated: Buffalo, New York  
August 27, 2020

**HARRIS BEACH PLLC**



By: \_\_\_\_\_

Frank C. Muggia, Esq.  
*Attorneys for Plaintiffs*  
726 Exchange Street, Suite 1000  
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STATE OF NEW YORK  
SUPREME COURT

COUNTY OF ERIE

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SCOTT FOSTER

Plaintiffs,

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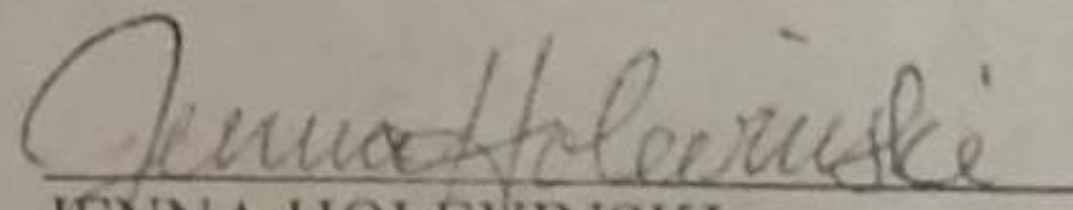
Defendants.

VERIFICATION

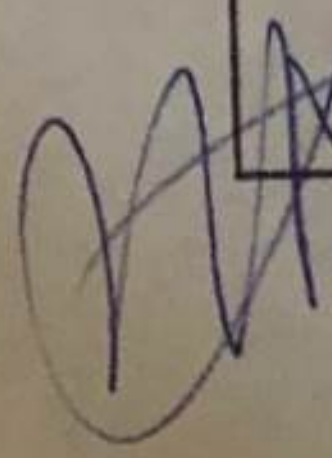
Jenna Holevinski, being duly sworn, deposes and says:

I have read the foregoing Verified Complaint and the contents thereof are true to my knowledge, except as to those matters alleged therein upon information and belief, and as to those matters, I believe them to be true.

Signed under the pains and penalties of perjury this 24 day of August, 2020.

  
JENNA HOLEVINSKI

FRANK C MUGGIA  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Nov. 9, 2021





STATE OF NEW YORK  
SUPREME COURT COUNTY OF ERIE

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Plaintiffs,

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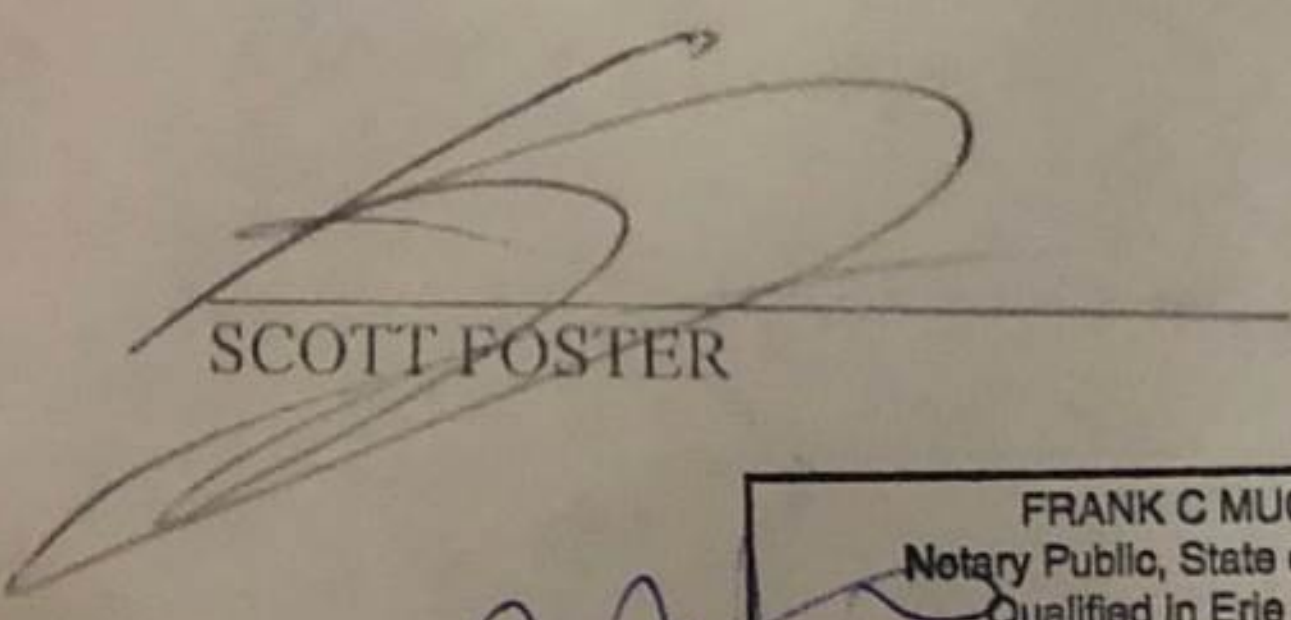
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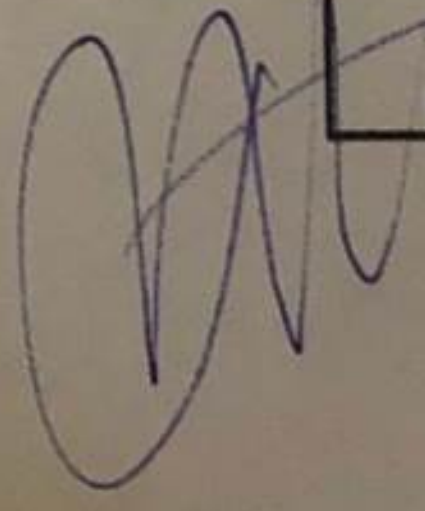
VERIFICATION

Scott Foster, being duly sworn, deposes and says:

I have read the foregoing Verified Complaint and the contents thereof are true to my knowledge, except as to those matters alleged therein upon information and belief, and as to those matters, I believe them to be true.

Signed under the pains and penalties of perjury this 24 day of August, 2020.

  
SCOTT FOSTER



FRANK C MUGGIA  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Nov. 9, 2021