STATE OF NEW YORK
SUPREME COURT COUNTY OF TOMPKINS

DOWNTOWN ITHACA LOCAL DEVELOPMENT CORPORATION and ITHACA ASTERI CONDOMINIUM

Plaintiffs,

vs.

ASTERI CONFERENCE, LLC; ASTERI ITHACA, LLC; and VECINO GROUP NEW YORK, LLC

Defendants.

SUMMONS

Plaintiff designates Tompkins County as the place of trial.

To the above-named Defendants:

Asteri Conference, LLC
305 W. Commercial St.
Springfield, Missouri 65803

Asteri Ithaca, LLC
305 W. Commercial St.
Springfield, Missouri 65803

Vecino Group New York, LLC
305 W. Commercial St.
Springfield, Missouri 65803

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 a Notice of Appearance, on the plaintiff's attorney(s) 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.

The basis of venue is CPLR 503(a), which is proper based on the fact that Tompkins County is the situs of events and transactions giving rise to the claims occurred and the residence of the Plaintiffs.

Dated: October 30, 2025

HANCOCK ESTABROOK, LLP

By: ______________________________
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Plaintiffs,

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Defendants.

VERIFIED COMPLAINT

Plaintiffs, Downtown Ithaca Local Development Corporation ("LDC") and Ithaca Asteri Condominium ("Condominium") (collectively, "Plaintiffs") for their Complaint against Defendants Asteri Conference, LLC ("Asteri Conference"), Asteri Ithaca, LLC ("Asteri Ithaca"), and Vecino Group New York, LLC ("Vecino") (collectively "Defendants") alleges as follows:

THE PARTIES

1. Plaintiff, Downtown Ithaca Local Development Corporation ("LDC"), is an independent non-profit that was created for the purpose of operating the Downtown Ithaca Conference Center and is licensed to do business in the State of New York with its principal place of business located 116 E Green Street, Ithaca, NY 14850.

2. Plaintiff, Ithaca Asteri Condominium ("Condominium"), is a condominium association, duly organized and existing under and by virtue of the laws of the State of New York.

3. The Condominium Board is acting on behalf of the Condominium's unit owners as prescribed in the Condominium Declaration described below.

4. Upon information and belief, Defendant, Asteri Conference, LLC, is a domestic Limited Liability Company licensed to do business in the State of New York with a registered address of 305 W. Commercial Street, Springfield, Missouri 65803.

5. Upon information and belief, Defendant, Asteri Ithaca, LLC, is a domestic Limited Liability Company licensed to do business in the State of New York with a registered address of 305 W. Commercial Street, Springfield, Missouri 65803.

6. Upon information and belief, Asteri Ithaca is the owner and developer of the Asteri Ithaca Building located at 116-118 E Green Street, Ithaca, NY 14850.

7. Upon information and belief, Defendant, Vecino Group New York, LLC, is a foreign limited liability company licensed to do business in the State of Missouri with registered address of 305 W. Commercial Street, Springfield, Missouri 65803.

8. Upon information and belief, Vecino is/was the owner and developer of the Asteri Ithaca Building located at 116-118 E Green St, Ithaca, NY 14850.

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper under CPLR §§ 301, 302 and 503(a) as: (i) the parties entered into contractual arrangements Tompkins County; (ii) Defendants regularly transact business within the state; and (iii) Plaintiffs' principal places of business are in Tompkins County.

FACTUAL BACKGROUND

10. The Green Street redevelopment project was a once-in-a-generation opportunity to remake a city block to address significant community needs: housing, parking infrastructure, and the potential for greater economic development.

11. The City of Ithaca selected Vecino as the developer, as their project included the greatest number of affordable housing units, and Vecino and the City determined a conference center was financially feasible as a project component.

12. The LDC's mission is to enhance the economic vitality of downtown Ithaca and Tompkins County through the operation of the Ithaca Downtown Conference Center.

13. The Conference Center is a professionally operated, state-of-the-art facility to host conferences, meetings, trade shows, public expos, business activities, and social, sporting and community events.

14. On or about June 30, 2021, LDC entered into a Lease with Asteri Conference to lease the Conference Center Unit (First three floors). A copy of the Lease is attached hereto as **Exhibit A.**

15. Asteri Ithaca is a $96 Million development at 116–118 East Green Street that includes 181 housing units – 40 with on-site support services – and the Ithaca Downtown Conference Center.

16. The 12-story building is split, with the conference center occupying the first three floors, and the other nine dedicated to housing.

17. Upon information and belief, the residential units would be affordable housing, with supportive services accessible to tenants.

18. Upon information and belief, after entering into the Lease, the tenants that Defendant intended to lease to in the residential units changed dramatically and would require even more significant supportive services which were never provided.

19. The building was first occupied in late May 2024, following the issuance of a temporary certificate of occupancy of May 23, 2024.

20. Memorial Day weekend of 2024, Asteri Ithaca, Asteri Conference, and/or Vecino began welcoming tenants into the housing units.

The Lease

21. Pursuant to the Lease, the LDC leased the Conference Center for a period of thirty (30) years.

22. Upon the expiration of the Term, the LDC could purchase the Leased Premises for the sum of $1.00 plus any outstanding balance of any City-approved debt incurred by Asteri Conference.

23. Rent is outlined in Article III, but is also subject to a Financial Assistance and Pledge and Assignment Agreement whereby the City of Ithaca committed to make the base rent payment.

24. To date, all rental payments that are the responsibility of the LDC and as invoiced by Defendants have been paid by LDC under protest.

25. Pursuant to Section 6.2(a) of the Lease, "Asteri [Conference], at no expense to the LDC, shall comply in all material respects at all times with all Environmental Laws. Such compliance includes Asteri's obligation, at no expense to LDC, to take, or cause the taking of, Remedial Action when required by Applicable Laws (in accordance with Applicable Laws and this Lease) and to pay, or cause the payment of, all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation or requirement of Applicable Laws by Asteri or rightfully the liability of Asteri as owner of the Property."

26. Pursuant to Section 10.1, Asteri Conference agreed to "indemnify and hold harmless the LDC from and against any and all Liabilities arising from or in connection with all of the following: (a) any operations or activities occurring at the Property, excluding the Leased Premises; (b) any accident, injury or damage (including death) occurring in, at or about the Property, excluding the Leased Premises; and/or (c) from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes in or about the Property, and from all fines, suits, procedures, claims and actions of any kind arising out of Asteri's failure to provide all information, make all submissions and take all actions required by any Governmental Authority…."

27. Asteri Conference represented and warranted that the Property will "conform with all applicable zoning, planning, building and environmental laws and regulations of Governmental Authorities having jurisdiction over the Leased Premises, and Asteri shall defend, indemnify, and hold the LDC harmless from any Liabilities resulting from any failure by Asteri to comply…." *See* Ex. A at Section 14.1(c).

28. Pursuant to Section 20.1 Asteri Conference expressly covenanted that "if and so long as the LDC observes and performs each and every covenant, agreement, term, provision and condition of this Lease on the part of the LDC to be observed and performed, the LDC shall quietly enjoy the Leased Premises without hindrance or molestation of Asteri or any other person or entity acting through or on behalf of Asteri…."

29. As detailed below, Asteri Conference has continually failed to make necessary repairs and/or replace or rectify ongoing structural and operating issues.

30. Asteri Conference and their affiliates, including but not limited to Asteri Ithaca and Vecino, have failed to maintain the building and/or allowed persons located in and around the housing portion of the Property to damage the physical Conference Center leased space and Plaintiffs' ability to conduct business.

31. Defendants' failure to address the issues mentioned above, and further detailed below, have resulted in a hazardously unsafe condition.

32. The Lease specifically references and incorporates the Condominium which is to be managed by the Board of Managers of which Plaintiff would hold one (1) of the three (3) members positions.

33. Pursuant to Section 16.2, in the event of an Asteri Conference Default, the LDC may sue for injunctive relief, damages, and/or any other remedied available to the LDC.

34. Section 25.13 allows for a non-breaching party to be awarded reasonable attorney's fees (including paralegal fees), expenses and costs in connection with, *inter alia*, enforcing the terms of the Lease, or for the breach of any covenant of condition of the Lease.

Condominium Declaration and Bylaws

35. A copy of the Condominium Declaration and Bylaws are incorporated hereto as **Exhibit B**.

36. Pursuant to Article II of the Declaration, Asteri Conference is the Owner of the Property located at 116-118 East Green Street, Ithaca, New York.

37. Upon information and belief, Asteri Ithaca is the Unit Owner of the residential portion of the Property.

38. The Declaration identified the "Common Elements include, without limitation, the pipes, ducts, cables, wires, conduits, utility lines, fire alarm/fire suppression systems, generator and other mechanical appurtenances, the roof and structural elements of the Building, the space between its floors and roofs, hallways, utility rooms and any and all other facilities serving more than one Unit, together with land upon which the Condominium is located." *See* Ex B. at Article V.

39. The Board of Managers reserved the right to access each Unit to inspect, maintain, repair or improve certain Common Elements. *Id*. at Article VI.

40. The LDC has a 1/3 membership interest on the Board of Managers and is represented by Suzanne Smith Jablonski, Executive Director of the LDC.

41. The other two designated Managers are Richard Manzardo of Vecino/Asteri Ithaca and Fred Schoeps, who is independent.

42. Pursuant to Article III, Section 5, subsection xiii, the Condominium Board has the power to enforce by legal means the provisions of all agreements and documents regarding the

Condominium including, but not limited to, the Bylaws and the Rules and Regulations, and to bring action against a Unit Owner.

43. On or about October 28, 2025, The Board voted 2 in favor (LDC Representative and Fred Schoeps) to 1 not in favor (Vecino/Asteri Ithaca Representative), of bringing the instant lawsuit on behalf of the Condominium.

44. Pursuant to Article VIII, The Board of Managers may review and reconsider the Common Charges made and may increase or decrease the same as required for the Operation of the Property.

45. To date, the LDC has paid all Common Charges as issued by Defendants, who appear to be acting on behalf of the Condominium, under protest and with a reservation of all rights.

46. Article XII specifically incorporates the Condominium Bylaws.

47. Under Article XV, Asteri Conference and/or Asteri Ithaca are required to maintain the Property and their units as a "first-class property".

48. As a Unit Owner, Asteri Conference and/or Asteri Ithaca warranted in Article XV(5) that "No nuisances shall be allowed upon the Property by a Unit Owner, nor shall a Unit Owner permit any use or practice which is a source of annoyance to another Unit Owner's residents, occupants, guests or invitees, or which interferes with the peaceful possession and proper use of the Property by a Unit Owner or its Unit Owner's residents, occupants, guests or invitees."

49. Article XV(6) requires that "No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed."

50. Under Article III – Section 5 of the incorporated Bylaws, The property and business of the Condominium shall be managed by its Board, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not directed or required to be exercised or done by the Unit Owners personally by the Condominium Act, the Declaration or the Bylaws.

51. Subsection (i) of the same Section allows the Board to make assessments including special assessments.

52. Subsection (ii) requires the Board to collect, use and expend the Assessments to maintain, care for and preserve the Property, the Building and other Common Elements.

53. To date, the issues with Asteri Conference and/or Asteri Ithaca have been so pervasive that the Condominium has not been able to conduct any meaningful business and has therefore thwarted any possibility of the Condo Board to address the ongoing issues with the Asteri Project.

54. Article III – Section 6 of the Bylaws requires that "All maintenance, repairs and replacement to the Common Elements of the Condominium property (other than the Limited Common Elements) shall be the responsibility of the Board, which shall conduct such maintenance, repairs and replacement so that the Common Elements of the Condominium property comply at all times in accordance with the standards of operation and maintenance of first class properties similar to the Property….Each Unit Owner shall (i) maintain, or cause to be maintained, its Unit in an orderly and safe condition, in a good state of repair, and in a manner consistent with the standards of operation and maintenance of first class properties similar to the Property; (ii) make or cause to be made such repairs, replacements and alterations to the nonstructural interior portions of its Unit as are necessary to keep it in the condition required by the preceding clause; and (iii) shall to comply or require any tenant or subtenant to comply with the requirements of this Section 6, whether ordinary or extraordinary, foreseen or unforeseen"

55. Section 6 also allows the Board to charge a Unit Owner for required repairs due to their negligence, misuse or neglect.

56. To date, the Condominium Board has been unable to assess and/or discuss charges for repairs.

57. Article VI, Section 2 requires that "Unit Owners, their employees, lessees, occupants, licensees and guests shall not use or permit the use of Condominium property, including Units, in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium….The Common Elements shall not be obstructed, littered, defaced or misused in any manner….[and] Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible."

58. Section 2 of Article VI again shifts damages to the causing Unit Owner.

59. Article XI indicates that a "Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on any other Unit or on the Common Elements."

60. The ongoing issues detailed below including, but not limited to, fire, flooding and criminal activity certainly have damaged the LDC and further increased their own insurance premium and the shared premium via the Condominium.

Issues at the Asteri Ithaca Property

61. Beginning in August of 2022, the LDC began expressing to Vecino concerns regarding building management pertaining to safety and security and the building condition due to other Vecino projects in the area.

62. In January 2024, before even opening, the LDC asked to meet with Vecino/Asteri to discuss safety and security issues that were being seen during the construction of the Property.

63. On or about January 23, 2024, for the first time, Vecino announced that 40 of the residential units would be “dedicated to persons exiting homelessness.”

64. Upon information and belief, these individuals were placed on 4^{th} and 5^{th} floors immediately above the Conference Center.

65. The change in proposed tenants for the residential portion of the Property was now drastically different to when Plaintiff entered into the Lease.

66. Upon information and belief, leading up to opening of Asteri Ithaca, Vecino/Asteri Defendants pledged there would always be at least 7 people in the building.

67. However, Vecino/Asteri declared in September 2024 that it was fully staffed with four people.

68. Asteri/Vecino has employed six different community managers since April of 2024.

69. Upon information and belief, some of them left the employ of Vecino/Asteri due to the conditions of the Property and inability to manage the same.

70. Upon information and belief, one community manager, who was also a resident of the building, was fired and arrested for stealing money from residents. Upon information and belief, she was arrested on June 7, 2025, while the Plaintiff was holding an event.

71. Staffing by Vecino/Asteri Defendants has largely been absent which has led to the deterioration of the building entirely and the business of Plaintiff.

72. Beginning in the summer of 2024, there was a large outbreak of Canine Parvovirus within the residential portion of the Property.

73. While Vecino/Asteri indicated that some residents had approved therapy animals, the number of actual dogs living in the residential section of the building far exceeded that.

74. Numerous canine carcasses were removed following this outbreak.

75. Vecino/Asteri Defendants failed to properly inform and/or warn Plaintiff of this hazardous condition or any steps they were taking to remedy it.

76. The animal population of the residential section of the building is also allowed to use the common areas.

77. This has resulted in large levels of animal excrement being located outside of the Premises including the ingress and egress of the Conference Center.

78. Vecino/Asteri has allowed its tenants to continue this practice despite the complaints of Plaintiff.

79. Staff of Plaintiff must routinely pick up animal – and sometime human waste – prior to opening for business for the day.

80. Upon information and belief, numerous tenants are not adhering to established pet policies with no enforcement by Asteri/Vecino Defendants.

81. Upon information and belief, based on Police Community Dashboard Information and other information available to Plaintiff, the Asteri Ithaca building receives approximately110 calls to the Ithaca Police Department a month for things such as loitering, fighting, littering, drug use, and general disorderly conduct.

82. Upon information and belief, the calls to Ithaca police have been as high as 180 calls in November 2024.

83. In addition to the calls identified above, call also includes, but are not limited to, calls for stabbings, drugs, weapons, assaults, sex offenses, domestic disputes, a standoff with police, and burglary.

84. Police are frequently executing warrants within the Property.

85. Upon information and belief, on more than one occasion, a deceased individual's corpse has been removed from the building.

86. Many of these incidents have been reported by media which has inherently caused negative publicity for Plaintiff.

87. The Conference Center property itself has been damaged by tenants and/or guests of the residential portion of Asteri Ithaca including broken doors, damaged windows and sidewalks, falling objects, and graffiti.

88. There have been numerous arson instances within stairwells and other portions of the Premises.

89. Fire Alarms are set off constantly during business hours.

90. These fire and smoke events require the Conference Center and all of its staff and patrons to evacuate.

91. On at least two occasions fires were set in common areas within the residential section of Asteri Ithaca by residents and/or guests of the residential units, that caused significant damage to the building.

92. Upon information and belief, there have been at least 45 fire alarms resulting from fire or smoke conditions or from malicious fire alarm activations. 12 fire alarms occurred during Conference Center event days.

93. The fire instances have been so prevalent, along with the life safety system being out of compliance, that the building was required to retain outside services to provide "fire watch" oversight from June 1 through October 10. Upon information and belief, there are still fire code violations.

94. Additionally, the residential tenants have had numerous flooding instances that have then flowed directly into the conference center causing significant damage.

95. Upon information and belief, the Conference Center has had water intrusion incidents on at least 37 occasions.

96. Some residents of Asteri Ithaca have given statements about the conditions of the residences to media.

97. Upon information and belief, some residents of Asteri Ithaca have brought a lawsuit regarding the deplorable conditions withing the residential portion of the building.

98. Due to ongoing criminal activity, the LDC has had to hire additional security in an attempt to provide safety to its guests.

99. Common areas often reek of urine, marijuana and cigarette smoke, and other foul odors.

100. Asteri Ithaca lacks the necessary security to ensure the safety of the Conference Center staff and patrons.

101. Upon information and belief, non-tenant unauthorized persons have gained access to the building.

102. Doors are commonly propped open and left open allowing anyone to access various areas of the building.

103. There have been instances of vandalism and unauthorized entry, as well as incidents of discarded furniture left in public areas.

104. Upon information and belief, a previous security company hired by Asteri Conference, Asteri Ithaca, and/or Vecino terminated its relationship due to their own security concerns regarding the management of the building and lack of response from the Defendants.

105. Upon information and belief, Asteri has had at least four different companies/groups performing "security" including their most recent attempt of using their own residents as "security".

106. On or about September 24, 2025, the former head of security for at Asteri Ithaca, spoke with Ithaca's Morning News about his time employed.

107. In the interview he expressed detailed concerns regarding safety and indicated that safety was not a prime concern for Vecino.

108. On nearly a daily basis, the LDC staff are required to pick up trash, animal and human feces, hypodermic needles and other drug paraphernalia left by resident tower tenants that is ignored by the Asteri/Vecino Defendants.

109. Waste management by the Asteri/Vecino Defendants is also deficient.

110. Resident trash and dumpsters are constantly overflowing and not maintained.

111. The design of the trash facility is inoperable for both the Conference Center and residential trash.

112. The LDC is constantly having to deal with other residents' unkempt trash that has caused a significant and hazardous problem including pests.

113. The LDC now has an infestation of cockroaches that has been traced to areas of the Property that are not leased by the LDC.

114. The LDC has had to hire exterminators for its Leased Premises.

115. Extensive damage to and a failure to properly maintain the HVAC system of the building has impacted the buildings' ability to regulate temperature in the Leased Space.

116. Numerous broken windows have been boarded up and not repaired in a timely manner.

117. Due to these issues, the LDC has received complaints including local health inspector inspections due to the ongoing issue with trash and the pests the ineffective trash area creates.

118. Upon information and belief, at least one ineligible sex offender is living in the residential premises.

119. The LDC has notified Defendants of these issues, in writing and verbally, on numerous occasions, yet the issues persist.

120. The deteriorating conditions, criminal activity, health and safety concerns, and repeated damage and disruption to the conference center facility and operations have created a climate that is inhospitable to hospitality.

121. The local reputation of the building is severely compromised, weakening the market potential for social and community events.

122. Client events have come in under projected revenue goals because prospective guests refused to attend specifically due to their concerns about the environment.

123. The LDC has lost numerous potential clients due to security and building concerns.

124. On numerous occasions, the LDC has unsuccessfully reached out to all Defendants to discuss these issues, but no meaningful progress has been made.

125. Due to the issues detailed above, Plaintiffs have incurred significant out-of-pocket costs, personnel resources diverted, incalculable reputational costs suffered, and severe safety and climate concerns inhibiting sales and attendance.

AS AND FOR A FIRST CAUSE OF ACTION
(LDC - Breach of Contract Lease as against Asteri Conference)

126. Plaintiffs repeat and re-allege paragraphs "1" – "125" as if alleged fully herein.

127. The Lease constitutes a binding contract between the LDC and Asteri Conference.

128. Pursuant to Section 20.1, Asteri Conference expressly covenanted that "if and so long as the LDC observes and performs each and every covenant, agreement, term, provision and condition of this Lease on the part of the LDC to be observed and performed, the LDC shall quietly enjoy the Leased Premises without hindrance or molestation of Asteri or any other person or entity acting through or on behalf of Asteri…."

129. LDC has fully performed its obligations under the Agreement.

130. As more fully set forth herein, Defendant entered into a lease with and thereby allowed tenants to take occupancy of the space immediately above the space leased by Plaintiff, and since then has failed to take proper action to prevent the ongoing behavior, criminal activity, destruction and other described issues, and from impeding and preventing Plaintiff's intended use of the Premises.

131. Asteri Conference's conduct has substantially and materially deprived Plaintiff of the beneficial use and enjoyment of the premises.

132. Due to Asteri Conference's conduct, the LDC has had to vacate the space on nearly a daily occurrence due to *inter alia,* fire, flood, vandalism, criminal activity, and hazardous conditions.

133. The LDC has lost numerous business opportunities and contracts due to these conditions and conduct.

134. The issues detailed herein are ongoing and have not been corrected.

135. By reason of the foregoing, Defendants have breached, and continue to breach, the Lease Agreement.

136. The Lease Agreement, Condominium Declaration and Bylaws all contemplate repercussions for Asteri Conference for its culpable conduct.

137. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiff in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

138. As a consequence of the foregoing, Plaintiff has already suffered and will continue to suffer extensive injury, including the loss of clients, loss of profits, loss of business value, loss of goodwill, reputational harm, business interruption and transition costs, and additional damages, security expenses, and further expenses which continue to accrue in the form of attorneys' fees and costs related to this litigation in an amount to be determined at trial.

139. Pursuant to section 25.13 of the Lease, the LDC hereby makes a claim for attorney's fees and costs.

AS AND FOR A SECOND CAUSE OF ACTION
(LDC- Breach of Contract – Lease Section 14.1 against Aster Conference)

140. Plaintiffs repeat and re-allege paragraphs "1" – "139" as if alleged fully herein.

141. The Lease constitutes a binding contract between the LDC and Asteri Conference.

142. Pursuant to Section 14.1, Asteri Conference agreed that the "Property will conform with all applicable zoning, planning, building and environmental laws and regulation of Governmental Authorities having jurisdiction over the Leased Premises. Further, Asteri will hold harmless the LDC for any actions brought against it for issues that do not stem from LDC action or inaction."

143. By letter dates September 9, 2025, Plaintiff received a letter from the United States Department of Labor's Occupational Safety and Health Administration ("OSHA"), regarding hazardous conditions located as Asteri Ithaca.

144. The complaint includes, but is not limited to: (1) insufficient pest control in employee offices and event spaces, i.e. cockroaches and vermin; (2) Employees are exposed to used hypodermic needles, human waste, and animal waste in areas such as the shared stairwells and loading dock; (3) Employees are exposed to frequent water leaks in the ceiling and walls of the facility due to flooding from overhead floors; and (4) Employees are exposed to dangerous situations and violence in unsecured areas of the facility, i.e. the shared stairwells and loading dock.

145. All of these complaints outlined in the OSHA Complaint come from the detailed foregoing issues.

146. Defendant has failed to ensure that the residential portion of the building complies with all applicable laws and regulations.

147. The LDC has fully performed its obligations under the Agreement.

148. Asteri Conference's conduct has breached the Lease.

149. The issues detailed herein are ongoing and have not been corrected.

150. By reason of the foregoing, Defendants have breached, and continue to breach, the Lease Agreement.

151. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiff in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

152. As a consequence of the foregoing, Plaintiff has already suffered and will continue to suffer extensive injury, including the loss of clients, loss of profits, loss of business value, loss of goodwill, reputational harm, business interruption and transition costs, and additional damages, security expenses, and further expenses which continue to accrue in the form of attorneys' fees and costs related to this litigation in an amount to be determined at trial.

153. Pursuant to section 25.13 of the Lease, the LDC hereby makes a claim for attorney's fees and costs.

154. Additionally, pursuant to section 14.1 Plaintiff hereby seeks indemnification from Asteri Conference for and/all liability that may be incurred from governmental bodies action and/or enforcement against Plaintiffs for the issues detailed herein.

AS AND FOR A THIRD CAUSE OF ACTION
(Ithaca Asteri Condominium and LDC - Breach of Contract – Condominium Declaration against Asteri Conference and Asteri Ithaca)

155. Plaintiffs repeat and re-allege paragraphs "1" – "154" as if alleged fully herein.

156. The Lease specifically incorporates and references the Condominium Declaration and Bylaws.

157. Defendants control and/or own the other Units within the Condominium.

158. Pursuant to Article XV of the Condominium Declaration, Defendants are required to maintain the Property and their unit as a "first class property".

159. Additionally under Article XV of the Condominium Declaration, "No nuisances shall be allowed upon the Property by a Unit Owner, nor shall a Unit Owner permit any use or practice which is a source of annoyance to another Unit Owner's residents, occupants, guests or invitees, or which interferes with the peaceful possession and proper use of the Property by a Unit Owner or its Unit Owner's residents, occupants, guests or invitees."

160. Article XV also requires that "No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed."

161. Defendants are required to take such action as required to maintain a first-class property, including but not limited to, preventing the foregoing issues from its other tenants, occupants and invitees.

162. Defendants have failed and refused to keep the building in reasonably good repair during the term of the Lease, as expressly required under the same. Such failures have unreasonably interfered with Plaintiff's use and occupancy of the Premises.

163. The current status of the Premises as described above, is not in compliance with a first-class property.

164. As detailed above, Defendants have allowed tenants and their invitees to destroy the Property including that of the Conference Center, allowed continued nuisances, and has interfered with the peaceful possession and proper use of the Conference Center and Property.

165. Defendants have continuously allowed immoral, improper, offensive and unlawful conduct to occur at the property.

166. By virtue of the foregoing, Defendants have breached their obligation to the Plaintiffs under the Lease and/or Condominium Declaration that it would operate a first-class property.

167. Defendants have breached their obligation to the Plaintiffs as outlined in Article XV of the Condominium Declaration.

168. Plaintiffs have performed all their obligations under the Lease and Condominium Declaration.

169. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiffs in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

AS AND FOR A FOURTH CAUSE OF ACTION
(Ithaca Asteri Condominium & LDC - Breach of Contract – Condominium Declaration Bylaws against Asteri Conference and Asteri Ithaca)

170. Plaintiffs repeat and re-allege paragraphs "1" – "169" as if alleged fully herein.

171. The Lease specifically incorporates and references the Condominium Declaration and Bylaws.

172. Defendants control and/or own the other Units within the Condominium.

173. Pursuant to Article III, Section 6 of the Condominium Bylaws, "Each Unit Owner shall (i) maintain, or cause to be maintained, its Unit in an orderly and safe condition, in a good state of repair, and in a manner consistent with the standards of operation and maintenance of first class properties similar to the Property; (ii) make or cause to be made such repairs, replacements and alterations to the nonstructural interior portions of its Unit as are necessary to keep it in the condition required by the preceding clause; and (iii) shall to comply or require any tenant or subtenant to comply with the requirements of this Section 6, whether ordinary or extraordinary, foreseen or unforeseen"

174. The Condominium Board has been unable to take any meaningful action due to Defendants' numerous ongoing issues as detailed above.

175. To date, the Condominium has been unable to obtain necessary insurance coverage and obtain a bank account due to its inability to conduct meaningful and necessary business.

176. Defendants have routinely ignored Plaintiffs' input, not communicated with Plaintiffs, and deliberately obfuscated or provided misinformation.

177. Defendants have been unwilling to have a meaningful conversation at Condominium Board meetings regarding paying for additional services, repairs, alterations, and/or maintenance of their Units and/or the impact of their residents, occupants, guests or invitees are having on the Conference Center Property and Commons Elements of the Property.

178. Article VI of the Bylaws requires that "Unit Owners, their employees, lessees, occupants, licensees and guests shall not use or permit the use of Condominium property, including Units, in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium….The Common Elements shall not be obstructed, littered, defaced or misused in any manner….[and] Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible."

179. By virtue of the foregoing, Defendants have breached their obligations to the Plaintiffs under the Condominium Declaration Bylaws.

180. Plaintiffs have fulfilled all its obligations under the Lease and Condominium Declaration and Bylaws.

181. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiffs in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

182. Additionally, upon information and belief, Plaintiffs have suffered increases in insurance rates both of its Leased Premises and over the Common Elements of the Property due to the breaches of Defendants.

183. Article XI of the Bylaws specifically states that "Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on any other Unit or on the Common Elements."

AS AND FOR A FIFTH CAUSE OF ACTION
(Ithaca Asteri Condominium Breach of Contract – Condominium Declaration & Bylaws against Asteri Conference and Asteri Ithaca)

184. Plaintiffs repeat and re-allege paragraphs "1" – "183" as if alleged fully herein.

185. The Condominium Declaration binds the Board to act in furtherance of the Condominium.

186. As a Unit Owner, Asteri Conference and/or Asteri Ithaca have one of the three Board of Manager positions.

187. Pursuant to Article III, Section 5, subsection xiii, the Condominium Board has the power to enforce by legal means the provisions of all agreements and documents regarding the Condominium including, but not limited to, the Bylaws and the Rules and Regulations, and to bring action against a Unit Owner.

188. On or about October 28, 2025, The Board voted 2 in favor (LDC Representative and Fred Schoeps) to 1 not in favor (Vecino/Asteri Ithaca Representative), of bringing the instant lawsuit on behalf of the Condominium.

189. Pursuant to Article VIII, The Board of Managers may review and reconsider the Common Charges made and may increase or decrease the same as required for the Operation of the Property.

190. Under Article III – Section 5 of the incorporated Bylaws, The property and business of the Condominium shall be managed by its Board, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not directed or required to be exercised or done by the Unit Owners personally by the Condominium Act, the Declaration or the Bylaws.

191. Subsection (i) of the same Section allows the Board to make assessments including special assessments.

192. Subsection (ii) requires the Board to collect, use and expend the Assessments to maintain, care for and preserve the Property, the Building and other Common Elements.

193. To date, the issues with Asteri Conference and/or Asteri Ithaca have been so pervasive that the Condominium has not been able to conduct any meaningful business and has therefore thwarted any possibility of the Condo Board to address the ongoing issues with the Asteri Project.

194. To date, the Condominium Board has been unable to assess and/or discuss charges for repairs.

195. Asteri Conference and/or Asteri Ithaca have instead usurped the powers of the Board and issued common area charges without approval or the Condominium Board.

196. The remaining Managers remain ready and willing to carry out the duties of the Condominium Board.

197. Asteri Conference and/or Asteri Ithaca's conduct has breached the Condominium Declaration and Bylaws.

198. The issues detailed herein are ongoing and have not been corrected.

199. By reason of the foregoing, Defendants have breached, and continue to breach, the Condominium Declaration and Bylaws.

200. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiff in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

AS AND FOR A SIXTH CAUSE OF ACTION
(LDC - Private Nuisance Against All Defendants)

201. Plaintiffs repeat and re-allege paragraphs "1" – "200" as if alleged fully herein.

202. Defendants have intentionally, unreasonably and wrongfully substantially interfered with the use and enjoyment of the Leased Premises by Plaintiff.

203. Defendants' conduct aforesaid and its failure to act has prevented and substantially interfered with Plaintiff using and enjoying the Premises in the manner it reasonably anticipated when leasing the Premises.

204. At all times it was within Defendants control to cause the abatement of interfering actions caused by other tenants of Defendants in the Building leasing premises above the space leased by Plaintiff from Defendants.

205. Defendants control the remaining portions of the Premises including but not limited to the housing section of the building and common areas.

206. By virtue of the foregoing, Defendants have caused a private nuisance.

207. Defendants' actions constitute material breaches of the contract that has caused pecuniary harm to Plaintiff in an amount to be determined at trial, but not less than Five Million ($5,000,000) Dollars.

208. Plaintiffs are entitled to punitive damages by virtue of the forgoing, as the Defendants' action were and continued to be intentional, willful, and malicious.

209. Additionally, the ongoing nuisance issues will cause irreparable harm to Plaintiffs, entitling Plaintiffs to an order permanently restraining defendant from engaging in such unlawful conduct.

AS AND FOR SEVENTH CAUSE OF ACTION
(LDC - Partial Constructive Eviction against Asteri Conference, LLC)

210. Plaintiffs repeat and re-allege paragraphs "1" – "209" as if alleged fully herein.

211. As more fully set forth herein, shortly after being able to enter the Leased Premises, Defendant entered into a lease with and thereby allowed housing tenants, to take occupancy of the residential space immediately above the space leased by Plaintiff, and since then has failed to take proper action to prevent the immoral, improper, offensive and unlawful

conduct, which has impeded and prevented Plaintiff from using the Premises for the sole purpose for which they were leased.

212. On numerous occasions Plaintiff has not been able to occupy the Leased Premises due to Defendants' actions and/or inaction.

213. Plaintiff has had to abandon the Conference Center, including during events, because of fire, flooding, and/or illegal activity stemming from residential portion of the building.

214. Plaintiff has not received the benefit of the Premises due to the actions of Defendant and/or its failure to act.

215. Portions of the Leased Space have had to be abandoned as unusable for periods of time due to the damage caused by the actions and/or inactions of Defendant.

216. Defendant's wrongful acts and/or failure to act constitute a constructive eviction of Plaintiff from the Leased Premises.

217. Plaintiff has no adequate remedy at law.

218. As result of the wrongful conduct of Defendant and/or its failure to act that caused Plaintiff to be constructively evicted from the Premises, Plaintiff is entitled to a declaration that Plaintiff's obligations under the Lease should be offset and/or paid back to Plaintiff and that Plaintiff has been constructively evicted from the Premises

AS AND FOR A EIGTH CAUSE OF ACTION
(LDC - Public Nuisance Against all Defendants)

219. Plaintiffs repeat and re-allege paragraphs "1" – "218" as if alleged fully herein.

220. At all times herein, mentioned, the Defendants owned, leased, managed, controlled, operated, and maintained the Asteri Ithaca property except for the Conference Center once the LDC took possession of that Leased Premises.

221. Defendants' actions and/or inaction created a public nuisance as a result of their negligence and/or gross negligence in the maintenance, operation, and securing of the Asteri Ithaca Property.

222. The current status of Asteri Ithaca causes severe danger to all the adjacent buildings and street, and constitutes a dangerous, unhealthy and offensive menace and nuisance to all who make lawful use of the general area.

223. Through their negligent, wanton, willful, and reckless acts and/or omissions, including their failure to properly maintain, care for and/or repair the Asteri Ithaca property, notwithstanding their ample and uncontroverted notice of the problems and dangers posed by the ongoing issues, Defendants have created, contributed to, and/or maintained this public nuisance.

224. Defendants' failure to conform to industry standards and make appropriate repairs, alterations, maintenance, or obtain additional services equates to a wanton disregard of and indifference to the rights and safety of others, including Plaintiffs herein.

225. While the entire Ithaca community was harmed from Defendants' negligence and/or gross negligence since they were unable to safely visit the area in question, Plaintiffs suffered a particular harm as a result of Defendants' conduct in that they were unable to access their Leased Premises for its intended purpose and have further suffered extensive injury, including the loss of clients, loss of profits, loss of business value, loss of goodwill, reputational harm, business interruption, and additional damages.

226. As a result of the intentional and wrongful conduct of Defendants, Plaintiffs have already suffered and will continue to suffer extensive injury, including the loss of clients, loss of profits, loss of business value, loss of goodwill, reputational harm, business interruption and additional damages, which continue to accrue in the form of attorneys' fees and costs related to this litigation in an amount to be determined at trial.

227. Plaintiffs are entitled to punitive damages by virtue of the foregoing, as the Defendants' action were and continued to be intentional, willful, and malicious.

AS AND FOR A NINTH CAUSE OF ACTION
(LDC - Trespass against Asteri Conference, Asteri Ithaca and Vecino)

228. Plaintiffs repeat and re-allege paragraphs "1" – "227" as if alleged fully herein.

229. Defendants and/or their residents, occupants, guests, invitees, and/or persons under their lawful control have intentionally entered and/or caused the entry of material including, but not limited to, pests, water, fire, smoke, and trash.

230. Upon information and belief, many of the water and fire incidents described herein were intentionally started which then produced the intrusion upon the Leased Premises.

231. Additionally, Defendants' disregard for the maintenance, security and upkeep of the building have created intentional intrusions of pests and trash.

232. On numerous occasions Defendants' staff, residents, occupants, guests, invitees, and/or persons under their lawful control have unlawfully entered the Conference Center premises from areas controlled by Defendants.

233. Plaintiff is entitled to exclusive possession of the Leased Premises, pursuant to the Lease.

234. Plaintiffs never authorized nor gave consent for Defendants, their residents, occupants, guests, invitees, and/or persons under their lawful control, by their acts or omissions, to access or enter the Leased Premises.

235. As a result of the continued trespasses committed by Defendants, their residents, occupants, guests, invitee, and/or persons under their lawful control, Plaintiff has suffered damages in an amount to be determined at trial.

AS AND FOR A TENTH CAUSE OF ACTION
(LDC - Negligence against all Defendants)

236. Plaintiffs repeat and re-allege paragraphs “1” – “235” as if alleged fully herein.

237. The aforementioned injuries were caused by reason of the negligence of the Defendants, in the ownership, operation, maintenance, construction, management, outfitting, preparing, securing, and equipping of the Asteri Ithaca Property.

238. Plaintiffs have already suffered and will continue to suffer extensive injury, including the loss of use and enjoyment of the Leased Premises, costs incurred in making accommodation arrangements for clients, loss of clients, loss of profits, loss of business value, loss of goodwill, reputational harm, business interruption and additional damages, which continue to accrue in the form of attorneys' fees and costs related to this litigation in an amount to be determined at trial as a result of the failure of all of the Defendants, and each of them, to properly and safely maintain, operate, and secure the Asteri Ithaca Property.

239. Defendants concurrently, jointly and severally breached their duties owed to Plaintiff in failing to exercise reasonable care to avoid causing injury and nuisance to Plaintiffs' property, in failing to properly and safely maintain, operate, and secure their properties, in failing comply with all laws and regulation, in failing to oversee and/or supervise and/or correct unsafe conditions, in failing to supervise properly, in failure to staff, construct, equip, operate and conduct their properties in a first class and/or commercially reasonable manner, so as to provide reasonable and adequate protection to the interests of Plaintiffs and others similarly situated, and in otherwise being negligent, careless, and wantonly reckless, thereby entitling Plaintiffs to an award of compensatory and punitive damages.

AS AND FOR AN ELEVENTH CAUSE OF ACTION
(LDC & Ithaca Asteri Condominium - Temporary and Permanent Injunction against All Defendants)

240. Plaintiffs repeat and re-allege paragraphs "1" – "239" as if alleged fully herein.

241. Absent an injunction, Plaintiffs will continue to suffer incalculable financial loss and irreparable harm.

242. Plaintiffs have and will suffer irreparable injury if Defendants are not enjoined from: (i) failing to secure their property by hiring and retaining adequate security, (ii) failing to maintain their properties in a first class and/or commercially reasonable manner; (iii) interfering with Plaintiffs right to access the Leased Premises and conduct business in furtherance of its intended purpose by failing to separate the fire systems and provide a water barrier between the conference center and residential units, (iv) correcting all cited violations of applicable law and regulations, (v) interfering with Condominium Board business and requirements under the Declaration and Bylaws, and (vi) otherwise interfering with Plaintiffs' business activities.

243. Plaintiffs will further suffer irreparable injury if Defendants are not ordered to comply with their contractual and/or common law duties.

244. Money damages would be inadequate to fully compensate Plaintiffs for the incalculable loss of good will, client, business and employee relationships, and a number of future profits that is impossible to determine, that would result from the continued wrongful acts of Defendants.

245. By reason of the forgoing, Plaintiffs have demonstrated a likelihood of success on the merits and that a balance of equities favors the issuance of an injunction against Defendants as described above.

246. The injunctive relief will not harm public interest.

247. With regard to the ongoing, and future activities described above, Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs, Downtown Ithaca Local Development Corporation and Ithaca Asteri Condominium demand judgment in its favor for the recovery of:

A. An award of damages and interest to Plaintiffs in an amount to be determined at trial but not less than Five Million ($5,000,000) Dollars;

B. Punitive damages in an amount to be determined at trial;

C. Other pecuniary and compensatory damages flowing from Defendant's breaches in an amount to be determined at trial;

D. Permanently enjoining Defendants, and anyone acting in concert with them or on their behalf from (i) failing to secure their property by hiring and retaining adequate security, (ii) failing to maintain their properties in a first class and/or commercially reasonable manner; (iii) interfering with Plaintiffs right to access the Leased Premises and conduct business in furtherance of its intended purpose by failing to separate the fire systems and provide a water barrier between the conference center and residential units, (iv) correcting all cited violations of applicable law and regulations, (v) interfering with Condominium Board business and requirements under the Declaration and Bylaws, and (vi) otherwise interfering with Plaintiffs' business activities;

E. Statutory interest on all other pecuniary and compensatory damages;

F. Attorney's fees and costs; and

G. Such further relief as the Court deems just and proper.

Dated: October 30, 2025

HANCOCK ESTABROOK, LLP

By: ______________________________
Ryan M. Poplawski, Esq.
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Syracuse, New York 13202
Telephone: (315) 565-4500

VERIFICATION

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:.

SUZANNE S. JABLONSKI, being duly sworn, deposes and says that: deponent is the Executive Director of the Downtown Ithaca Local Development Corporation and also Secretary of the Ithaca Asteri Condominium and authorized person to act on behalf of the same, and deponent has read the foregoing Verified Complaint and knows the contents thereof; and the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief and, as to those matters, deponent believes them to be true.

Suzanne S. Jablonski

(SUZANNE S. JABLONSKI)

Subscribed to before me this
29th day of October, 2025.