

SUPREME OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ROBERT LISS,

Plaintiff,

--against--

SAGE SYSTEMS, INC.,

Defendant.

Index No.

Date of Filing: 06100205

Basis of Venue
New York County
place of business of
of Plaintiff & Defendant

SUMMONS WITH NOTICE

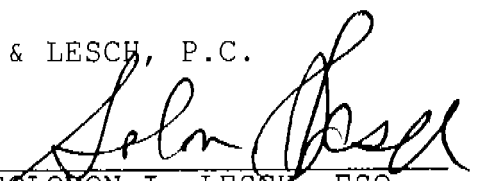
Plaintiff(s) office
247 West 38th Street
County of New York

-----X
TO THE ABOVE NAMED DEFENDANT(S)

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 within twenty (20) days after their service of this summons, exclusive of the date of service (or within thirty (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 herein.

Dated: Bronx, New York
January 4, 2006

LESCH & LESCH, P.C.

By: 

SOLOMON I. LESCH, ESQ.
Attorneys for Plaintiff(s)
860 Grand Concourse
Suite #2M
Bronx, New York 10451
718-292-1131

FILED
JAN 06 2006
NEW YORK
COUNTY CLERK'S OFFICE

Defendant's Address:

NOTICE: The nature of this action is: Equitable

The relief sought is: as demanded in the complaint

SUPREME OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ROBERT LISS,

Index No.

Plaintiff,

VERIFIED COMPLAINT

-against-

SAGE SYSTEMS INC.,

06100205

Defendants.
-----X

Plaintiff, complaining of the defendant, by his attorneys, LESCH & LESCH, P.C., hereby alleges:

1. On or about February 17, 1984, plaintiff and defendant did enter into a partnership agreement wherein the partnership S-L Properties was formed between SAGE SYSTEMS, INC and ROBERT LISS.

2. Section 1.03 of said partnership provided that the purpose of the partnership was to purchase 66 shares of stock in 246 West 38th Street Tenants Corp ("the Cooperative") allocated to that certain commercial cooperative unit ("the unit") commonly known as the tenth floor in the commercial co-op building located at 247 West 38th Street, New York, New York, and the tenants interest under the proprietary lease for the unit, to finance the acquisition of the unit and to provide office space for the conduct of the business of each of the partners, and to act in all respects as the owner of the unit.

3. That article 6, section 6.01(a) of proprietary lease provides, that all times, each partner shall comply

with the terms and conditions of proprietary lease and not impair or interfere with the use and enjoyment of the "use area" of the other partner or cause any discomfort, or inconvenience to such partner.

4. Article 6.01(b) further provides that the partnership may sublet a portion of the unit to each partner and the subletting partner may sublet a portion of his "use" premises provided, however, the subletting is in compliance with the proprietary lease, the by-laws of the corporation and the partnership agreement.

5. That on or about February 21, 1984 pursuant to the partnership agreement, the partnership S-L Properties, did purchase from the Cooperative Corporation cooperative unit on the 10th floor of 246 West 38th Street Tenants Corporation, and each executed proprietary lease and rider, attached thereto as **EXHIBIT 1**.

6. On or about February 21, 1984, 246 West 38th Street Tenants Corporation by its president, Robert J. Stern, did forward to S-L Properties consent to sublet the above premises or any portion thereof to Sage Systems, Inc, and/or Robert Liss, partners in S-L Properties, attached **EXHIBIT 2**.

7. The Corporative Corporation further consented to permit the partners in S-L properties to sublet the above premises, or any portions thereof, and any time upon the condition that one or more of partners remain in occupancy of at least 51% of the premises. The proposed sublease shall obliged the sub-tenant to abide by-laws, the terms and

condition of the proprietary lease and house rules of 246 West 38th Street Tenants Corp.

8. On or about January 1985, S-L Properties did sublet to Robert Liss and Sage Systems Inc portions of the cooperative unit in the 10th floor for its use in the business.

9. That on or about January 1985, pursuant to partnership agreement the partnership did sublet 43.07% of the floor space of unit 10 to partner Robert Liss and 56.93% of the floor space of the unit to Sage Systems Inc and pursuant to sublease agreement, partner Robert Liss did sublet approximately 90% of his space (40% of the entire space covered by the proprietary lease) with the consent of the cooperative corporation and the defendant, leaving available to the defendant, Sage Systems Inc 9% of its use space to sublet to other tenants.

10. The aforesaid sublease specifically provides that the sublease is in all respects subject to and subordinate to the prime lease (Proprietary Lease) conditions, and the sub-tenant Sage Systems Inc agreed that it shall duly keep and observe each and every condition, the prime lease ("Proprietary Lease"). The aforesaid prime lease was extended by a corporate resolution on December 31, 2002 and attached hereto as **EXHIBIT 3** is Corporate Resolution extending proprietary lease.

11. That sometime during the year of 2004 and 2005, the defendant, SAGE SYSTEMS INC, in dereliction and

violation of proprietary lease and rider, did sublet to various tenants 90% of that portion of his use space without the consent of the cooperative corporation, and in violation of that portion of the proprietary lease and rider which permits partners of SL Properties to lease only 49% of premises lease to them and requires that the partners remain in occupancy of 51% of the remainder of the premises.

12. That as a result of the aforesaid action, and without the consent of this plaintiff partner, the aforesaid sublease of Sage Systems Inc to various tenants as described in paragraph 11 was in violation of the proprietary lease rider and Consent as indicated by **EXHIBIT 1 and EXHIBIT 2**.

13. The action of the defendant, by subletting that amount of the premises in excess of 49%, violates section 63(1)(c) of the partnership law in that Sage Systems Inc conduct prejudices and affects the carrying on of the business of the partnership, and more specifically the business of plaintiff partner.

14. This defendant has failed to comply with the lighting requirements of the building code of the City and State of New York in the lobby area of unit 10 and has refused to correct same, although requested by the plaintiff.

15. The defendant for the period of one year has permitted sub tenants under his sublease stated in paragraph 11 to allow access to the premises during the nighttime by persons other than sub tenants jeopardizing the safety and

property covered under the proprietary lease for unit 10.

16. This plaintiff has duly demand upon the defendant that he cease and dissist those actions hereto for stated in paragraphs 11, 14 and 15 and the defendant has refuse to do so.

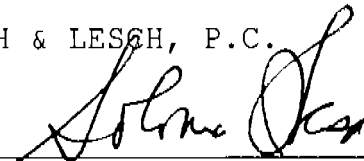
WHEREFORE, plaintiffs demand judgement:

1. That the partnership SL Properties between plaintiff and defendant be dissolved;
2. That a receiver of the partnership property, rights, assets and good will of the partnership be appointed with the usual and customary rights to dispose of same, and collect debts for the benefit of all parties entitled thereto, and to pay all judgments and expenses and the cost of the action;
3. That after collection of the assets and payment of just debts, as well as charges against the partnership including cost and disbursements of the action of such a receivership, the proceeds or residues be divided according to the respective rights and shares of each partner;
4. For such other relief as the court deem proper and equitable.

Dated: Bronx, New York
January 4, 2006

LESCH & LESCH, P.C.

By:



SOLOMON I. LESCH, ESQ.
Attorneys for Plaintiff
860 Grand Concourse
Bronx, New York 10451
718-292-1131

SUPREME OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
ROBERT LISS,

Plaintiff,

-against-

SAGE SYSTEMS INC.,

Defendant.
-----X

STATE OF NEW YORK }

s.s.:

COUNTY OF BRONX }

**ATTORNEY'S
VERIFICATION**

Index No:

SOLOMON I. LESCH, under the penalty of perjury and pursuant to CPLR, hereby affirms the truth of the following statements:

I am the attorney for the plaintiff(s) in the within action and have read the foregoing COMPLAINT. That the same is true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

This verification is made by deponent and not by the plaintiff since the plaintiff is not a resident of the County where deponent maintains his office.

The grounds of deponent's belief as to all matters not stated to be alleged upon information and belief are as follows:

COMMUNICATIONS AND CONVERSATIONS HAD WITH PLAINTIFF AND UPON DOCUMENTS AND INFORMATION CONTAINED IN DEPONENT'S FILE.

Dated: Bronx, New York
January 4, 2006



SOLOMON I. LESCH

LESCH & LESCH, P.C.

Index No.

SUPREME COURT OF THE STATE OF NEW YORK - COUNTY OF NEW YORK

ROBERT LISS,

Plaintiff,

-against-

SAGE SYSTEMS INC.,

Defendant.

SUMMONS WITH NOTICE AND VERIFIED COMPLAINT

Dated Bronx, New York
January 4, 2006

Yours, etc.

LESCH & LESCH, P.C.
860 Grand Concourse
Bronx, New York 10458
(718) 292-1131

NEW YORK COUNTY CLERKS OFFICE

JAN 06 2006

FILED