

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3380559

Book Page CIVIL

Return To:
ANTHONY J. ADAMS JR.

No. Pages: 6
Instrument: EFILING INDEX NUMBER

Control #: 202303280806
Index #: E2023003179

Date: 03/28/2023

Monroe Community Sports Centre Corporation

Time: 2:45:41 PM

Branovan, Scott

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
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROEMONROE COMMUNITY SPORTS
CENTRE CORPORATION,Plaintiff designates Monroe
County as the place of trial.
The basis of venue is
Plaintiff's place of residence.

Plaintiffs,

vs.

SUMMONS

SCOTT BRANOVAN,

Index No.

Defendant.

To the above-named Defendants

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 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.*

Date: March 28, 2023

Yours, etc.



Anthony J. Adams, Jr., Esq.
ADAMS LECLAIR LLP
Attorneys for Plaintiff
28 East Main Street, Suite 1500
Rochester, New York 14614
Telephone: (585) 327-4100
aadams@adamsleclair.law

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROEMONROE COMMUNITY SPORTS
CENTRE CORPORATION,

Plaintiff,

COMPLAINT

vs.

Index No.

SCOTT BRANOVAN,

Defendant.

Plaintiff by its attorneys Adams Leclair LLP complains of the Defendant as follows:

1. Plaintiff is a domestic not-for-profit corporation with its principal place of business in Monroe County, New York.
2. Upon information and belief, Defendant Scott Branovan ("Branovan") is a resident of Ontario County, New York.
3. On or about September 28, 2012, Branovan contracted, through End 2 End Sports Rochester (SC), LLC ("E2E"), which he then owned, managed and controlled, to act as Plaintiff's general managing agent for Plaintiff's ice-skating facility (the "Facility") located on the campus of Monroe Community College in Monroe County, New York.
4. Pursuant to that contract (the "Management Agreement"), Branovan personally assumed control and responsibility, as Plaintiff's agent, for operating the Facility, developing and running its programs, managing its operations and handling all revenues and expenses generated in the operation of the Facility, all in exchange for a management fee of \$12,000.00 per month payable to his company, E2E, "via 1099."

5. On or about February 21, 2013, Branovan and Plaintiff amended and restated the Management Agreement to provide, among other things, that Branovan's services (through E2E) as Plaintiff's managing agent would be compensated by payments to his company of all Net Income (as therein defined) resulting from the operation of the Facility.

6. On or about December 31, 2015, Branovan and Plaintiff further amended restated the management Agreement to limit the amount of fees from Plaintiff's Net Income to be paid to Branovan's company for Branovan's services.

7. At all times relevant, Branovan was an owner and manager of E2E, and was its designated representative for purposes of fulfilling its obligations to Plaintiff under the management Agreement as amended and restated from time to time.

8. The first and the second amended and restated Management Agreements expressly limited Branovan's and E2E's authority to hire employees on Plaintiff's behalf, or to compensate and/or reimburse individuals with Plaintiff's funds, to persons and amounts identified as such within Plaintiff's annual budget.

9. Notwithstanding the foregoing, without budgetary authorization and without informing Plaintiff's board of directors, Branovan caused Plaintiff to make unauthorized payments to himself or to others on his behalf, eventually putting himself on Plaintiff's payroll, from at least April 1, 2013, until his termination as Plaintiff's managing agent on March 19, 2019.

10. In addition, Branovan caused the Plaintiff to issue him a debit card, which Branovan used for his own purposes.

11. In this fashion, Branovan collected "wages," benefits, reimbursement of telephone and other expenses, and other goods and services exceeding \$300,000.

AS AND FOR A FIRST CAUSE OF ACTION

12. Plaintiff repeats all prior allegations.
13. At all times relevant, Branovan acted in a fiduciary relationship to the Plaintiff, as Plaintiff's managing agent, both personally and as manager of E2E.
14. Defendant breached his fiduciary duties to the Plaintiff by placing himself on Plaintiff's payroll and causing Plaintiff to pay him "wages," benefits, expense reimbursements and other goods and services through the use of Plaintiff's debit card.
15. Based on the foregoing, Plaintiff is entitled to an accounting from Defendant for all payments, benefits, reimbursements, goods and services he received at Plaintiff's expense together with a direction that he repay to the Plaintiff all such sums with interest.

AS AND FOR A SECOND CAUSE OF ACTION

16. Plaintiff repeats all prior allegations.
17. By reason of his conduct as alleged above, Defendant wrongfully converted assets of the Plaintiff to his own purposes in an amount to be determined in excess of \$300,000.

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

- (a) on the First Cause of Action, directing Defendant to account to the Plaintiff for all sums wrongfully diverted from the Plaintiff as "wages," benefits, reimbursements, goods and services purchased on the Plaintiff's credit, together with a direction that Defendant reimburse Plaintiff for all such sums with interest;
- (b) on the Second Cause of Action a money judgment against the Defendant in an amount to be determined in excess of \$300,000.00, plus interest;

(c) the costs and disbursements of this action and such other and further relief as to the Court may seem just and proper.

Dated: March 28, 2023

ADAMS LECLAIR LLP

By: 

Anthony J. Adams, Jr., Esq.

Attorney for Plaintiff

28 East Main Street, Suite 1500

Rochester, New York 14614

(585) 327-4100

aadams@adamsleclair.law