

**COURT OF THE CITY OF UTICA
COUNTY OF ONEIDA**

Jorge Luis Romeu)	
)	
Plaintiff,	)	Index No. <u>C-1800337</u>
	)	SUMMONS
-Against-)	
	)	Plaintiff's Residence
SUNY Polytechnic Institute	)	201 Rugby Road
100 Seymour Road	)	Syracuse NY 13203
Utica NY 13502)	
)	
Defendant)	

To the Above-named Defendant:

YOU ARE HEREBY SUMMONED and required to appear in the City Court of the City of Utica located at 411 Oriskany St. West, Utica, N.Y. 13502 in said City, County of Oneida, State of New York, by serving an answer (*) to the Annexed complaint upon plaintiff's address stated above, within the time provided by law as noted below; upon your failure to so answer, judgement will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: the 21st of February, 2018

The Plaintiff is appearing pro se (no attorney)

NOTE: The law provides that:

- (1) If this summons is served by its delivery to you personally within the County of Oneida, you must answer within 10 days after such service; or
- (2) If this summons is served by delivery to any person other than you personally, or is served outside the County of Oneida, or by publication, or by any means other than personal delivery to you within the County of Oneida, you are allowed 30 days after service is complete within which to answer.

(*) You need not physically go to the court to serve an answer.

**COURT OF THE CITY OF UTICA
COUNTY OF ONEIDA**

Jorge Luis Romeu)	
)	
Plaintiff,	)	Index No. <u>C-1800337</u>
	)	COMPLAINT
-Against-)	
	)	Plaintiff's Residence
SUNY Polytechnic Institute	)	201 Rugby Road
100 Seymour Road	)	Syracuse NY 13203
Utica NY 13502)	
)	
Defendant)	

Plaintiff Jorge Luis Romeu, appearing pro se, respectfully submits a complaint of the Defendant, and alleges as follows:

Factual Background

1. That my name is Jorge Luis Romeu, and I reside at 201 Rugby Road, Syracuse NY, 13203. I am an Emeritus Faculty, SUNY Cortland, an Adjunct Professor at Syracuse University, and an Adjunct at SUNY Polytechnic Institute, formerly SUNY Institute of Technology, Utica NY.
2. That I am submitting a Complaint against SUNY Polytechnic Institute, formerly SUNY Institute of Technology, a unit of the State University of New York (SUNY) located at 100 Seymour Road, Utica NY 13502
3. That I will act as my own Counsel in this Summons procedure because (i) I am retired, on Social Security and TIAA retirement, and some adjunct teaching extra income; and (2) I hold a doctorate in industrial engineering with 35 years of college teaching experience. These two reasons justify my need and capability to represent myself in Court.

FIRST CAUSE OF ACTION

4. That on October 4 2011, I was extended a temporary, half-time appointment to the professional staff of SUNY Institute of Technology (SUNYIT), on or about two years ago renamed SUNY Polytechnic Institute (SUNY Poly), as Sponsored Research Specialist, effective October 7 2011 to June 30, 2012. For brevity and ease of

communication, in the rest of this document I will refer to SUNY Polytechnic, a SUNY college in Utica NY, as SUNYIT.

5. That, to carry out my obligations as Sponsored Research Specialist I required an office, for which I needed a key, for which I was required to sign a Key Request Form. Such signature constituted, implicitly, a condition for employment, and was done on October 9.
6. That the Key Request form that I signed, for Room Donovan 1101, was for an ordinary, not a master key. The Key Form stated that, if the key was lost, I would have to pay a fee of \$10 for a replacement key, and a fee of \$20 if a core lock had to be replaced. I was also given a key of the front door of the Business Department office, so I could enter and Xerox, print, and collect my mail. Due to its importance in this Complaint, the Key Request Form is included as EXHIBIT A
7. That I was required to sign the Key Request Form, in order to be given the key. If I had refused to do so, I would not receive a key, and would not have had an office to work as Sponsored Research Specialist at SUNYIT, for I needed a secure place to maintain the faculty files containing personal information. It is obvious that my signing of the Key Form was not the result of a free agreement, but due to my need to obtain the job. The potential cost of key loss ($\$2 \times 10 \times 20 = \60), as disclosed in the Key Form that I signed, was relatively small, compared to the loss due to not being able to secure this job.
8. That since my two keys were NOT Master nor Sub-Master keys, I believed in good faith they opened only the two mentioned office doors. To me, this was evident from the fact that I could not use them interchangeably, between said two office doors.
9. That if I had been informed, as I should have been, at the time of signing the Key Form, that the keys also opened other doors, and thence, that I would also be responsible for these other doors if the key was lost, I would not have signed for these keys. Risks and costs were then too high.
10. That in the Spring of 2012 I was asked, by the Business Dept. Chair, to teach MGS411, a senior management course on modeling and optimization techniques, a central topic in my PhD work.
11. That after my half-time contract ended in June 2012, I was asked to continue teaching the MGS411 course as an Adjunct, for the Business Department, and I could keep my office.
12. Than in August of 2014, I was asked by Dr. Robert Yeh, the Business Department Chair, who had been promoted to Dean, to take over two courses he was now unable to teach, due to his promotion. These were: the second MGS411 course and the sequence Graduate level course, MGS511, which I did, to help out since this was an unanticipated event.

13. That at the end of the 2017 Spring Semester, my key ring containing three keys: my two SUNYIT keys, and the key to my Syracuse University Office (Link 314), fell from my pocket in the streets of Syracuse, where I live. Neither this key ring nor any of its three keys had identification. Thence, they could not be traced to, or linked to SUNYIT.
14. That I reported, separately, the loss to both, Syracuse U. and SUNYIT, and requested a replacement key to get into my offices. I received, immediately and without any cost, a replacement key from Syracuse University, but not from SUNYIT.
15. That, in spite of several requests for a key to enter my SUNYIT office, my two office keys were never duplicated\or returned to me. The Business Department Secretary finally emailed me that I needed to speak with the Chief of the Campus Police.
16. That on August 24, 2017, I went to SUNYIT, specifically to resolve the lost key issue and obtain a parking decal. At his request, I held a meeting with the Chief of Campus Police,
17. That the SUNYT Chief of Police told me, during this meeting, that I would have to pay SUNYIT over \$900 for the replacement of about a dozen door keys, and their locks. I was not told which rooms were involved, what the cost per lock and key changed was, or who decided these replacements, and the alleged motives for each lock change.
18. That, in face of the situation, I decided to take all my belongings with me and return the office to SUNYIT, done that same day. No replacement keys were requested or given.
19. That no written Bill, written invoice, nor any other written communication regarding the lock and key issues and the SUNYIT \$900+ charge, that specified (i) which office doors and locks were changed, (ii) a cost of each change, and (3) a reason for change and who authorized such work, was ever received by me. I have, so far, only received the SUNYT Chief of Police verbal notification in our August 24, 2017 meeting.
20. That, I request that SUNYIT provides this Court with a list of all the office room numbers where keys and locks were changed, their costs, and reasons alleged for performing the change, so that the Court can determine if the allegations of SUNYIT are valid.
21. That, since the keys I received and signed for, were not Master or Sub-master keys, it is not possible that they could open any other office doors, unless the locks of such doors were initially set to be opened with my keys, a very unusual situation.
22. That if the locks of other office doors were able to be opened with my keys, this would be either a building manufacturing defect, as office buildings are built so that each room door is independent from all other doors, or intentionally done, for SUNYIT

convenience. In either case, lock and key information should have been disclosed in the Key Form that I was compelled to sign. It wasn't.

23. That I cannot be held responsible for building manufacturing defects, nor for the cost of fixing pre-existing manufacturing defects of SUNYIT building installations. The loss of my keys has no relationship with such manufacturing defects.
24. That there are two ways in which SUNYIT could have identified those other doors could be open with my keys. One is that SUNYIT would go through all Campus buildings and offices, testing my keys in every door. The other is that SUNYIT already had knowledge of the existence of such situation of which I am not responsible or liable for. And used the opportunity to charge me for it.
25. That, if SUNYIT had knowledge of and accepted the fact that some office keys could open other office keys, it is intriguing that SUNYIT was so concerned with my losing two unmarked keys in a city 50 miles away from Campus, and where such keys could not be traced back to SUNYIT.
26. That this faculty member has worked diligently and with fervor, in his teaching job at SUNYIT, and cannot understand why SUNYIT could have acted this way in the issue of the lost keys.
27. That, I request that SUNYIT, who has been at its present address since the 1980s, provides this Court with a list of all previous cases of lost keys, and the corresponding charges to faculty and staff, so the Court can determine if my bill is within cost range of these other SUNYIT bills.

SECOND CAUSE OF ACTION

28. That I never received, from SUNYIT, until the week of February 5, any further letter, bill, invoice, or other communication, regarding the lock and key issues, until the week of February 5, that I received in the mail a Bill for \$960, including a \$30 "late fee". This Bill did not include any letter of explanation, invoice, or other explanation. For its importance in the present Complaint, it is included as EXHIBIT B.
29. That, in this recent communication and bill, I was charged a \$30 Late Fee, in spite of not having ever being notified of this debt, formally and in writing, to start with.

WHEREFOREs

The Plaintiff is requesting relief for the First Cause of Action: the payment of \$930 for the several keys and locks that were exchanged after the Plaintiff reported the loss of his key. This is based upon (1) the nature of the document signed (Key Request Form) that was compulsory (condition for employment); (2) misleading and incomplete (Form did not disclose that the keys,

which were not Master Keys, could open other doors); (3) unrelated to the issue (if other doors could be opened with the Plaintiff's keys, it was not his doing or fault, nor was it disclosed to him when keys were given); (4) unnecessary changes were made, as the keys were lost in another city, 50 miles away, had no identification and thence could not be traced back to any SUNYIT office. Thence, the charges of \$930 for key and lock changes should be removed.

The Plaintiff is requesting relief for the Second Cause of Action: since no written bill or invoice was ever given to the Plaintiff, with a disclosure of what he owed SUNYIT, in detail, and why, there is no way that he can be billed with a \$30 Late Fee. The Late Fee should also be removed.

Summarizing, the Plaintiff was only responsible for his office key, and the Business Department front door key. These were not marked and lost 50 miles away. It was therefore, not necessary to change locks, but only to make copies of the two keys. The charges for changing all other locks and keys are not liable to the Plaintiff, as it was not his fault that his keys open any other doors, and because he was not informed of this situation, in the Key Request Form, as SUNYIT was required to do. Since the Plaintiff relinquished his office and requested no replacement keys, and since the plaintiff is now forced to incur in additional expenses due to this Summons and Complaint, he should not be charged at all.

Jorge Luis Romeu, PhD.

Plaintiff, appearing pro se
201 Rugby Road
Syracuse NY. 13203
(315) 476-8994