

MONROE COUNTY CLERK'S OFFICE

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Date: 12/19/2019

Time: 4:30:43 PM

Return To:
MATTHEW M. PISTON

The Men's Room of Rochester, Inc.

Wright, Kristi
Stache Grooming Lounge, LLC

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: RR
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.

ADAM J BELLO

MONROE COUNTY CLERK



STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

THE MEN'S ROOM OF ROCHESTER, INC.
2430 Monroe Avenue
Rochester, New York 14618,

Plaintiff,

-vs-

KRISTI WRIGHT
104 Allandale Avenue
Rochester, New York 14618

STACHE GROOMING LOUNGE, LLC,
2229 Monroe Avenue
Rochester, New York 14618

Defendants.

Index No.: _____

Plaintiff designates Monroe
County as the place of trial.

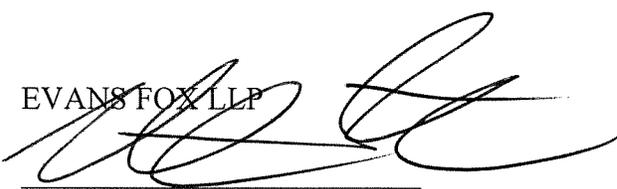
The basis for venue is the
business address of the
Plaintiff.

SUMMONS

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 attorneys within twenty (20) days after the service of this Summons, exclusive of the day 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: December 17, 2019
Rochester, New York

By: 
EVANS FOX LLP
Matthew M. Piston, Esq.
Attorneys for Plaintiff
100 Meridian Centre Boulevard, Suite 300
Rochester, New York 14618
(585) 787-7000

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

THE MEN’S ROOM OF ROCHESTER, INC.,

Plaintiff,

**VERIFIED
COMPLAINT**

-vs-

Index No.: _____

KRISTI WRIGHT AND STACHE
GROOMING LOUNGE, LLC,

Defendants.

The Plaintiff, The Men’s Room of Rochester, Inc. (hereinafter “MR” or “Plaintiff”), by its attorneys, Evans Fox LLP, as and for its Verified Complaint in the above-captioned matter, alleges as follows:

1. At all times hereinafter mentioned, MR is a domestic corporation formed and organized under the laws of the State of New York, with a principal place of business located at 2430 Monroe Avenue, Rochester, New York 14618.

2. Upon information and belief, and at all times hereinafter mentioned, Defendant Kristi Wright (hereinafter “Wright”) is an individual who resides at 104 Allandale Avenue, Rochester, New York 14610.

3. Upon information and belief, Defendant Stache Grooming Lounge, LLC (hereinafter “Stache”) is a limited liability company organized under the laws of the State of New York, with a principal place of business located at 2229 Monroe Avenue, Rochester, New York 14618.

BACKGROUND

4. MR is an upscale salon which serves a predominantly male clientele and provides that clientele a wide range of upscale services which includes, but is not limited to, grooming services including haircuts, coloring, straight razor shaves, body waxing, facials, and massages in a spa environment.

5. Wright is a former employee of MR, having been initially hired to fill the position of an “apprentice” in or around 2015.

6. Wright was continuously promoted by MR, until she ultimately reached the position of Executive Grooming Specialist in 2019.

7. On or around March 3, 2016, in consideration for her continued employment with MR and in consideration of the compensation paid to Wright, Wright executed an Employment Agreement (hereinafter “Agreement”). A copy of the Employment Agreement is annexed hereto as Exhibit A.

8. On or about October 5, 2019, Wright terminated her employment with MR, and, upon information and belief, was immediately hired by Stache as a stylist.

9. Upon information and belief, Stache was formed on or about December 26, 2018, and operates a salon in direct competition with MR.

10. Upon information and belief, Stache’s salon is located approximately one-third (1/3) of a mile from MR.

NON-DISCLOSURE AGREEMENT

11. By way of Section 6 of the Agreement, Wright agreed that she “shall have no right, interest of claim in and to MR Clients and [she] acknowledges and agrees that any and all information regarding MR Clients shall remain the exclusive property of [MR] and shall remain

confidential and not disclosed by [Wright].”

12. Section 7 of the Agreement defines the term “Confidential Information” (the term “Confidential Information” used hereinafter will be defined as it is defined in the Agreement), and also sets forth Wright’s obligations with regard to the non-disclosure and confidentiality of MR’s Confidential Information (hereinafter “Non-Disclosure Agreement”).

13. The Non-Disclosure Agreement defines “Confidential Information” as, *inter alia*, MR’s “trade secrets, business practices, methods, opportunities, policies, procedures, techniques, trade secrets, sales and marketing strategies, purchase orders, products used by MR Clients, services rendered to MR Clients...” (See Section 7 of the Agreement).

14. The Non-Disclosure Agreement further defines the term “Confidential Information” as including, *inter alia*, “all contact information for MR Clients, which shall include, but not be limited to, the name, address, telephone number, and email address of MR Clients (all of which are acknowledged by the Employee to be unavailable to the general public and not readily ascertainable through public sources).” (See Section 7 of the Agreement).

15. By way of the Non-Disclosure Agreement, Wright agreed to “keep confidential and not disclose, release or disseminate to any person, entity or third-party any Confidential Information.” (See Section 7 of the Agreement).

16. Wright further agreed that she would not “use or utilize in any way whatsoever (other than through the normal course of [Wright]’s employment with MR) any Confidential Information. [Wright] shall not for any reason whatsoever remove from MR any Confidential Information. In the event [Wright] comes to possess any Confidential Information (outside of his/her MR employment), [Wright] shall immediately notify [MR] of his/her possession of the same and shall return said Confidential Information (including all documents, copies, summaries,

notes, analysis, or extracts thereof or based thereon) to MR within 24 hours of [Wright] receiving said Confidential Information.” (See Section 7 of the Agreement).

Wright’s Breach of the Non-Disclosure Agreement

17. Since the termination of her employment on October 5, 2019, Wright has continuously violated the clear and unequivocal terms and obligations of the Non-Disclosure Agreement.

18. Stache was formed on or about December 26, 2018, and is thus still a developing salon.

19. Upon information and belief, Wright disclosed MR’s Confidential Information to Stache, including, but not limited to, its business practices, methods, policies, procedures, techniques, sales and marketing strategies, products used by MR Clients, and services rendered to MR Clients.

20. Upon further information and belief, Wright and Stache have used and continue to use MR’s Confidential Information, including, but not limited to, its business practices, methods, policies, procedures, techniques, sales and marketing strategies, products used by MR Clients, and services rendered to MR Clients, to assist Stache in growing its fledgling business.

21. Additionally, upon information and belief, in contravention of the Non-Disclosure Agreement, Wright is and has been using contact information for MR Clients to contact those clients and solicit them to stop using MR’s services and start using Stache’s services, including those services provided by herself as a stylist.

22. Wright’s utilization of MR’s Confidential Information is a clear violation of Sections 6 and 7 of the Agreement and has caused damages to MR.

NON-COMPETITION AGREEMENT

23. The Agreement defines “MR’s Business” as providing “cosmetology and barber services, such as haircuts, shaves, beard and mustache trimming, hair coloring, skin treatments, facials, waxing, manicures, pedicures, massage therapy and other spa services provided predominantly to men”.

24. Section 8(B) of the Agreement states that Wright, for “a period of one (1) year after cessation of Employee’s employment with MR, shall not (whether alone or in association with others, as an owner, employee, agent, consultant, independent contractor, member, manager, partner, officer, director, stockholder or otherwise) engage or participate directly or indirectly in any business that is related to or in competition with [MR] and MR’s Business within the Restricted Area”.

25. Furthermore, Section 8(C) of the Agreement states that Wright, for “a period of one (1) year after cessation of Employee’s employment with MR, shall not engage in, form, acquire, own, substantially finance, work for, assist, support, promote, market, advertise and/or be associated with any person or entity that transacts business similar to MR’s Business within the Restricted Area.”

26. Section 8(D) defines the “Restricted Area” as “the three (3) mile radius immediately surrounding MR’s location at 2430 Monroe Avenue, Rochester, New York 14618” (hereinafter “Restricted Area”).

Wright’s Breach of the Non-Competition Agreement

27. Upon information and belief, Stache holds itself out to be a salon which provides premium services dedicated to serving male clientele for all of their grooming needs.

28. Upon information and belief, Stache offers services, to predominantly men,

including, but not limited to, hair grooming, shaves/facial hair grooming, hair coloring, manicures and pedicures, waxing and facials.

29. In short, Stache is directly in competition with MR.

30. Upon information and belief, Wright became employed by Stache immediately after she terminated her employment with MR, and as an employee of Stache, provides clients of Stache substantially the same or similar services as the services she provided to MR clients during her employment with MR.

31. Stache is located approximately one-third (1/3) of a mile from MR, and is thus within the Restricted Area, as defined by the Agreement.

32. Thus, Wright is in direct violation of Section 8 of the Agreement.

NON-SOLICITATION AGREEMENT

33. Section 9 of the Agreement states that Wright “while employed with MR and for a period of one (1) year after cessation of [Wright’s] employment with MR, shall not: (i) directly or indirectly request any MR Client to curtail or cancel his/her business with MR; (ii) directly or indirectly solicit any MR Client to become a customer/client of any person, company or organization which provides the same type of services, or similar services, as MR; (iii) directly or indirectly induce or attempt to influence any employee or independent contractor or MR to terminate or leave his/her employment and/or relationship with MR; or (iv) hire any employee of MR” (hereinafter referred to as “Non-Solicitation Agreement”).

Wright’s Breach of the Non Solicitation Agreement

34. Upon information and belief, Wright has directly contacted numerous clients of MR, and induced and/or attempted to induce each of those clients of MR to cancel his business with MR and become a client of Stache.

35. Additionally, upon information and belief, Wright has contacted numerous employees of MR and attempted to induce those employees to leave his or her employment with MR and come to work as an employee of Stache.

36. Each of the above actions constitutes a breach by Wright of Section 9 of the Agreement.

STACHE'S ROLE IN WRIGHT'S BREACHES OF THE AGREEMENT

37. At all times relevant to this action, the Agreement represented a legally binding contract between MR and Wright.

38. Upon information and belief, the sole member of Stache is Stephany Monoenko (hereinafter "Monoenko").

39. Prior to founding Stache, Monoenko was an employee of MR, providing the same or similar services to clients of MR that Wright provided during her employment with MR.

40. During her employment with MR, Monoenko executed an employment agreement which contained the same and/or similar terms as the Agreement.

41. Upon information and belief, it was during Monoenko's tenure as an employee of MR that Monoenko met Wright.

42. As such, Stache, through Monoenko, was at all times aware of the terms and obligations Wright had to MR pursuant to the Agreement.

43. Despite this knowledge, Stache induced Wright to breach the heretofore mentioned obligations she had to MR under the Agreement.

44. Wright's breach of the Agreement caused damages to MR, and Stache is jointly and severally liable to MR for those damages.

**AS AND FOR THE FIRST CAUSE OF
ACTION AGAINST WRIGHT FOR BREACH OF CONTRACT**

45. The Plaintiff repeats and reiterates each and every allegation heretofore previously plead in Paragraphs 1-44 above as if each and every allegation set forth therein is more fully set forth herein.

46. On or about March 3, 2016, Plaintiff and Wright entered into the Agreement.

47. Pursuant to the terms of Section 7 of the Agreement, Wright was prohibited from disclosing Confidential Information of MR to any third party.

48. Upon information and belief, Wright disclosed MR's Confidential Information to Stache and the employees of Stache.

49. Upon information and belief, the Confidential Information of MR that Wright disclosed included, but is not limited to, MR's business practices, methods, policies, procedures, techniques, sales and marketing strategies, products used by MR Clients, and services rendered to MR Clients, to assist Stache in growing its new business.

50. This constitutes a breach of the Agreement by Wright.

51. MR has performed all of its obligations under the Agreement.

52. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE SECOND CAUSE OF ACTION
AGAINST WRIGHT FOR BREACH OF CONTRACT**

53. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-52 above as if each and every allegation set forth therein is more fully set forth herein.

54. Pursuant to the terms of Section 7 of the Agreement, Wright was prohibited from using Confidential Information of MR.

55. Upon information and belief, Wright has used the Confidential Information of MR including, but not limited to, contact information for MR Clients, and has used that Confidential Information to contact those clients and solicit them to stop using MR's services and start using Stache's services, including those services provided by herself as a stylist.

56. This constitutes a breach of the Agreement by Wright.

57. MR has performed all of its obligations under the Agreement.

58. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

AS AND FOR THE THIRD CAUSE OF ACTION
AGAINST WRIGHT FOR BREACH OF CONTRACT

59. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-58 above as if each and every allegation set forth therein is more fully set forth herein.

60. Pursuant to the terms of Section 8(B) of the Agreement, for one (1) year after the termination of Wright's employment with MR, Wright was prohibited from engaging in or participating directly or indirectly in any business that is related to or in competition with MR and MR's Business within the Restricted Area.

61. Stache's salon is within the Restricted Area.

62. Upon information and belief, Stache is a business that is in direct competition with MR.

63. As an employee of Stache, Wright is engaging in and participating directly in the

business of Stache.

64. This constitutes a breach of the Agreement by Wright.

65. MR has performed all of its obligations under the Agreement.

66. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE FOURTH CAUSE OF
ACTION AGAINST WRIGHT FOR BREACH OF CONTRACT**

67. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-66 above as if each and every allegation set forth therein is more fully set forth herein.

68. Pursuant to the terms of Section 8(C) of the Agreement, for one (1) year after the termination of Wright's employment with MR, Wright was prohibited from working for any or entity that transacts business similar to MR's Business within the Restricted Area.

69. Wright's employment with MR terminated on October 5, 2019.

70. Upon information and belief, immediately after terminating her employment with MR, Wright became an employee of Stache.

71. Stache's salon is within the Restricted Area, as that term is defined in the Agreement.

72. Upon information and belief, Stache transacts business that is the same and/or similar to MR's business.

73. This constitutes a breach of the Agreement by Wright.

74. MR has performed all of its obligations under the Agreement.

75. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in

the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE FIFTH CAUSE OF ACTION
AGAINST WRIGHT FOR BREACH OF CONTRACT**

76. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-75 above as if each and every allegation set forth therein is more fully set forth herein.

77. Pursuant to the terms of Section 9 of the Agreement, for one (1) year after the termination of Wright's employment with MR, Wright was prohibited from directly or indirectly requesting any MR Client to curtail or cancel his/her business with MR.

78. Upon information and belief, immediately after the termination of her employment with MR, Wright directly requested numerous clients of MR to cancel his business with MR.

79. This constitutes a breach of the Agreement by Wright.

80. MR has performed all of its obligations under the Agreement.

81. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE SIXTH CAUSE OF ACTION
AGAINST WRIGHT FOR BREACH OF CONTRACT**

82. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-81 above as if each and every allegation set forth therein is more fully set forth herein.

83. Pursuant to the terms of Section 9 of the Agreement, for one (1) year after the termination of Wright's employment with MR, Wright was prohibited from directly or indirectly

soliciting any MR Client to become a customer/client of any person, company or organization which provides the same type of services, or similar services, as MR.

84. Upon information and belief, immediately after the termination of her employment with MR, Wright directly solicited clients of MR to become customers of Stache.

85. Upon information and belief, Stache provides the same or similar types of services as MR.

86. This constitutes a breach of the Agreement by Wright.

87. MR has performed all of its obligations under the Agreement.

88. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

AS AND FOR THE SEVENTH CAUSE OF ACTION
AGAINST WRIGHT FOR BREACH OF CONTRACT

89. The Plaintiff repeats and reiterates each and every allegation heretofore previously plead in Paragraphs 1-88 above as if each and every allegation set forth therein is more fully set forth herein.

90. Pursuant to the terms of Section 9 of the Agreement, for one (1) year after the termination of Wright's employment with MR, Wright was prohibited from directly or indirectly inducing or attempting to influence any employee or independent contractor of MR to terminate or leave his/her employment and/or relationship with MR.

91. Upon information and belief, immediately after the termination of her employment with MR, Wright directly attempted to influence employees of MR to terminate or leave their employment with MR.

92. This constitutes a breach of the Agreement by Wright.

93. MR has performed all of its obligations under the Agreement.

94. As a result of the breach, Wright is liable for damages suffered by the Plaintiff in an amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE EIGHTH CAUSE OF ACTION
AGAINST WRIGHT FOR UNJUST ENRICHMENT**

95. The Plaintiff repeats and reiterates each and every allegation heretofore previously pled in Paragraphs 1-94 above as if each and every allegation set forth therein is more fully set forth herein.

96. Wright utilized her employment and position with MR to gain knowledge of MR's Confidential Information, including, but not limited to, client contact information for clients of MR.

97. As an employee and former employee of MR, Wright is and was obligated to maintain the confidentiality of that Confidential Information.

98. Upon her termination of her employment with MR, Wright utilized the Confidential Information of which she gained access to contact clients of MR and induce them to become clients of Stache.

99. This has directly caused MR to lose a significant number of clients and the revenue generated from serving those clients.

100. Upon information and belief, those clients that left MR went to Stache and were serviced by Wright, thereby enriching Wright.

101. This unjust enrichment of Wright was at MR's expense.

102. It is against equity and good conscience to permit Wright to retain the money she received from servicing clients of MR at Stache.

103. Accordingly, Wright is liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

**AS AND FOR THE NINTH CAUSE OF ACTION AGAINST STACHE
FOR TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

104. The Plaintiff repeats and reiterates each and every allegation heretofore previously plead in Paragraphs 1-103 above as if each and every allegation set forth therein is more fully set forth herein.

105. Stache was, at all times relevant to this action, aware of the terms of the Agreement and Wright's obligations thereunder.

106. Despite this knowledge, Stache induced Wright to breach the terms of the Agreement by having her disclose MR's confidential information learned by Wright to Stache, and to utilize that Confidential Information to benefit both Wright and Stache.

107. Wright did so breach the terms of the Agreement, causing a significant number of customers to leave MR and be serviced at Stache.

108. Accordingly, Stache is jointly and severally liable for damages suffered by the Plaintiff in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter.

WHEREFORE, the Plaintiff, The Men's Room of Rochester, Inc., demands judgment awarding to it the following relief:

- (a) As and for the First Cause of Action against Wright for Breach of Contract, a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;

- (b) As and for the Second Cause of Action against Wright for Breach of Contract, a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (c) As and for the Third Cause of Action against Wright for Breach of Contract, a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (d) As and for the Fourth Cause of Action against Wright for Breach of Contract, a money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (e) As and for the Fifth Cause of Action against Wright for Breach of Contract, a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (f) As and for the Sixth Cause of Action against Wright for Breach of Contract, a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (g) As and for the Seventh Cause of Action against Wright for Breach of Contract, a money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (h) As and for the Eighth Cause of Action against Wright for Unjust Enrichment a Money Judgment against Defendant, Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter;
- (i) As and for the Ninth Cause of Action against Stache for Tortious Interference with Contractual Relations, a Money Judgment against Defendant Stache Grooming Lounge, LLC, jointly and severally with Defendant Kristi Wright, in the sum of \$151,000.00, with interest thereon, or such other amount as may be determined at the time of trial, together with its attorney's fees, costs and expenses associated with this matter; and
- (o) For such other and further relief that this Court deems to be just and proper.

Dated: December 17, 2019
Rochester, New York

EVANS FOX LLP

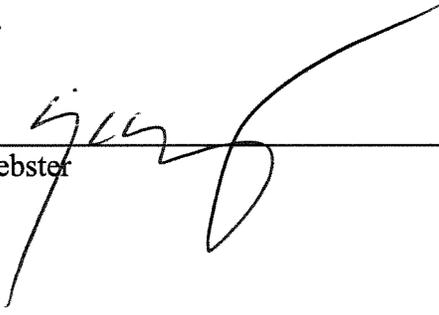
By: 

Matthew M. Piston, Esq.
Attorneys for Plaintiff
100 Meridian Centre Boulevard, Suite 300
Rochester, New York 14618
Telephone: (585) 787-7000

Verification

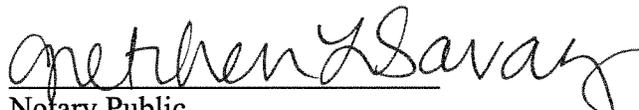
STATE OF NEW YORK)
COUNTY OF MONROE)

Craig Webster, being duly sworn, deposes and says that deponent is the President of The Men's Room of Rochester, Inc., the Plaintiff in the within action; that deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

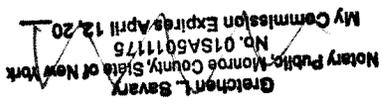


Craig Webster

Sworn to be before me this
19th day of December, 2019.



Notary Public



Gretchen L. Savary
Notary Public, Monroe County, State of New York
No. 01SA501175
My Commission Expires April 12, 2023