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Ronald F. Wright
16 W. Main Street
Suite 207
Rochester, NY 14614

BAXTRUM, TIFFANY L.

900 E. MAIN STREET ROCHESTER, LLC
MAIN STREET ARMORY, LLC
MAIN STREET ARMORY RT, LLC
SCOTT DONALDSON
ENTERPRISE SECURITY CONSULTING AND TRAINING
INC.

Total Fees Paid: \$0.00

Employee:

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



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

-----X
TIFFANY L. BAXTRUM,

Plaintiff,

-against-

900 E. MAIN STREET ROCHESTER, LLC, MAIN
STREET ARMORY, LLC, MAIN STREET ARMORY RT,
LLC, SCOTT DONALDSON, and ENTERPRISE
SECURITY CONSULTING AND TRAINING INC.,

Defendants.
-----X

Index No.:
Date Filed:
SUMMONS

**Plaintiff designates Monroe
County as the place of trial.**

**The basis of venue is place of
the incident, which occurred
at 900 East Main Street, City
of Rochester, County of
Monroe, State of New York.**

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the verified complaint in this action and to serve a copy of your verified answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the attorneys for the plaintiff within 20 days after the service of this summons, exclusive of the days of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint. Nassau County is designated as the place of trial pursuant to CPLR § 503(a).

Dated: Rochester, New York
January 16, 2024

THE RUSSELL FRIEDMAN LAW GROUP, LLP
Attorneys for Plaintiff

By: /s/ Ron F. Wright
Ron F. Wright, Esq.
16 West Main Street, Suite 207
Rochester, New York 14614
(585) 325-2020

TO: 900 E. MAIN STREET ROCHESTER, LLC
900 East Main Street,
Rochester, New York 14605

MAIN STREET ARMORY, LLC
900 East Main Street,
Rochester, New York 14605

MAIN STREET ARMORY RT, LLC
900 East Main Street,
Rochester, New York 14605

SCOTT DONALDSON
3930 Saint Paul Blvd
Rochester, NY 14617

ENTERPRISE SECURITY CONSULTING AND TRAINING INC.
139 Foreman Drive
Rochester, NY 14616

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

-----X
TIFFANY L. BAXTRUM,

Index No.:

Plaintiff,

VERIFIED COMPLAINT

-against-

900 E. MAIN STREET ROCHESTER, LLC, MAIN
STREET ARMORY, LLC, MAIN STREET ARMORY RT,
LLC, SCOTT DONALDSON, and ENTERPRISE
SECURITY CONSULTING AND TRAINING INC.,

Defendants.

-----X

Plaintiff, TIFFANY L. BAXTRUM, by the above-named plaintiff’s attorneys, THE
RUSSELL FRIEDMAN LAW GROUP, LLP for her complaint against defendants, 900 E. MAIN
STREET ROCHESTER, LLC, MAIN STREET ARMORY, LLC, MAIN STREET ARMORY RT,
LLC, SCOTT DONALDSON, and ENTERPRISE SECURITY CONSULTING AND TRAINING
INC., above-named, alleges as follows:

NATURE OF ACTION

1. This is an action to recover damages by Plaintiff TIFFANY L. BAXTRUM, against
Defendants, 900 E. MAIN STREET ROCHESTER, LLC, MAIN STREET ARMORY, LLC,
MAIN STREET ARMORY RT, LLC, SCOTT DONALDSON, and ENTERPRISE SECURITY
CONSULTING AND TRAINING INC., (hereinafter, collectively referred to as “Defendants”) for
physical, mental, and financial injuries she suffered at a premises which is owned and/or controlled
and/or maintained by Defendants and, further, said injuries were the result of the actions and/or
omissions of Defendants.

JURISDICTION AND VENUE

2. This Court has jurisdiction as the causes of action alleged herein arose in the City
of Rochester, County of Monroe, State of New York.

3. Pursuant to CPLR § 503, venue is proper in this Court as: Plaintiff resides in the County of Monroe and the substantial part of the events and/or omissions giving rise to Plaintiff's claims occurred in the County of Monroe, State of New York.

THE PARTIES

4. At all times herein mentioned, Plaintiff, TIFFANY L. BAXTRUM, has been a resident of the County of Monroe, and the State of New York.

5. Upon information and belief, that at all times herein mentioned, Defendant, 900 E. MAIN STREET ROCHESTER, LLC, was and still is a domestic limited liability company, organized and existing under and by virtue of the laws of the State of New York.

6. Upon information and belief, that at all times herein mentioned, Defendant, MAIN STREET ARMORY, LLC, was and still is a domestic limited liability company, organized and existing under and by virtue of the laws of the State of New York.

7. Upon information and belief, that at all times herein mentioned, Defendant, MAIN STREET ARMORY RT, LLC, was and still is a domestic limited liability company, organized and existing under and by virtue of the laws of the State of New York.

8. Upon information and belief, that at all times herein mentioned, Defendant, SCOTT DONALDSON, was and still is a resident of the County of Monroe, and the State of New York, and upon information and belief is sole principal of one or more of the above-referenced defendants.

9. Upon information and belief, that at all times herein mentioned, Defendant, ENTERPRISE SECURITY CONSULTING AND TRAINING INC., (hereinafter, "Enterprise Security") was and still is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York.

FACTUAL BACKGROUND

10. Upon information and belief, that at all times herein mentioned, 900 E. MAIN STREET ROCHESTER, LLC, MAIN STREET ARMORY, LLC, MAIN STREET ARMORY RT, LLC, and SCOTT DONALDSON (collectively, the “Armory Defendants”) were leaseholders and/or tenants of 900 East Main Street, Rochester, New York 14605 (hereinafter, the “Premises”).

11. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, did occupy the Premises.

12. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, owned the Premises.

13. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, utilized the Premises.

14. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, managed the Premises.

15. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, maintained the Premises.

16. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, controlled the Premises.

17. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, supervised the Premises.

18. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, inspected the Premises.

19. Upon information and belief, that at all times herein mentioned, the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, served alcohol at the Premises.

20. At all times hereinafter relevant the Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, invited the general public to come to the Premises.

21. That Plaintiff was a patron and invitee and lawfully on the Premises on or about March 5, 2023 (hereinafter, the "Date of Incident").

22. The Armory Defendants and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, provided security on the Date of Incident.

23. Upon information and belief, that at all times herein mentioned, Enterprise Security provided some or all security services on the Date of Incident.

24. The Armory Defendants and Enterprise Security had a duty to maintain order on the Date of Incident.

25. The Armory Defendants and Enterprise Security failed to maintain order on the Date of Incident.

26. Due to these failures, an uncontrolled crowd surge and/or stampede caused Plaintiff to sustain serious injuries.

27. Plaintiff's injuries were proximately caused by Defendants' failures.

28. The Armory Defendants and Enterprise Security had actual notice of the circumstances that caused or contributed to the failure to maintain order.

29. The Armory Defendants and Enterprise Security had constructive notice of the circumstances that caused or contributed to the failure to maintain order.

30. The Armory Defendants and Enterprise Security and/or their employees, contractors, licensees, agents, servants, and all others acting under their authorization, direction, behest, or permission, knew or should have known the consequences of their acts and omissions.

31. This action falls within one or more exceptions of the CPLR Section 1602.

AS AND FOR A FIRST CAUSE OF ACTION

32. Plaintiff repeats, reiterates, and realleges each and every allegation contained in those paragraphs of the Complaint marked and numbered previously with the same force and effect as if more fully set forth a length herein.

33. Plaintiff was caused to be seriously injured solely due to the carelessness, recklessness, and negligence of the Armory Defendants and Enterprise Security.

34. The Armory Defendants and Enterprise Security knew or should have known about the circumstances and/or conditions that were the proximate cause of Plaintiff's injuries.

35. The Armory Defendants and Enterprise Security failed to observe that degree of caution, prudence and care which was reasonable and proper under the circumstances.

36. The Armory Defendants and Enterprise Security owed a duty of care to Plaintiff.

37. The Armory Defendants and Enterprise Security breached their duty of care to Plaintiff.

38. Plaintiff's injuries were incurred without any fault or wrongdoing on the part of Plaintiff herself.

39. By reason of the foregoing, Plaintiff has been damaged in a substantial amount, which exceeds the jurisdictional limit of all lower which would otherwise have jurisdiction, and which shall be established at trial.

AS AND FOR A SECOND CAUSE OF ACTION

40. Plaintiff repeats, reiterates, and realleges each and every allegation contained in those paragraphs of the Complaint marked and numbered previously with the same force and effect as if more fully set forth a length herein.

41. The Armory Defendants and Enterprise Security employed and/or contracted persons at the Premises on the Date of Incident.

42. The Armory Defendants and Enterprise Security negligently hired, trained, and/or failed to train said persons at the Premises, including the failure to prevent, avoid, or remedy the failure to maintain order on the Date of Incident.

43. The Armory Defendants and Enterprise Security negligently supervised the Premises on the Date of Incident.

44. The Armory Defendants and Enterprise Security failed to provide safety to Plaintiff and failed to warn Plaintiff of dangerous and/or defective conditions at the Premises on the Date of Incident.

45. The Armory Defendants and Enterprise Security owed a duty of safety to Plaintiff on the Date of Incident.

46. The Armory Defendants and Enterprise Security breached that duty to Plaintiff on the Date of Incident.

47. Plaintiff was caused to be seriously injured solely due to the acts and omissions of the Armory Defendants and Enterprise Security.

48. By reason of the foregoing, Plaintiff has been damaged in a substantial amount, which exceeds the jurisdictional limit of all lower which would otherwise have jurisdiction, and which shall be established at trial.

WHEREFORE, Plaintiff, TIFFANY L. BAXTRUM, demands judgment against Defendants, 900 E. MAIN STREET ROCHESTER, LLC, MAIN STREET ARMORY, LLC, MAIN STREET ARMORY RT, LLC, SCOTT DONALDSON, and ENTERPRISE SECURITY CONSULTING AND TRAINING INC., in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts; and Plaintiff demands such other, further and different relief as the Court may deem just and proper, together with the costs and disbursements of this action.

Dated: Rochester, New York
January 16, 2024

THE RUSSELL FRIEDMAN LAW GROUP, LLP
Attorneys for Plaintiff

By: /s/ Ron F. Wright
Ron F. Wright, Esq.
16 West Main Street, Suite 207
Rochester, New York 14614
(585) 325-2020

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss:

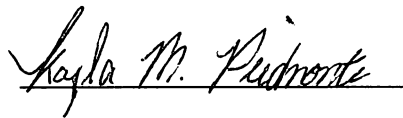
TIFFANY L. BAXTRUM, being duly sworn, deposes and says:

I am the Plaintiff in the within action, I have read the annexed Verified Complaint, know the contents thereof, and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.



TIFFANY L. BAXTRUM

Sworn to before me this
16th day of 01, 2024.



KAYLA M PIEDMONTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI0019164
Qualified in Monroe County
Commission Expires 12/28/2027