

MONROE COUNTY CLERK'S OFFICE

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Index #: E2022001336

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Return To:
EARL ROBERT STORRS
69 Cascade Drive
Suite 307
Rochester, NY 14614

COMPUTER EQUIPMENT AND TECHNOLOGIES, INC.

MIR SCIENTIFIC LLC
HARRIFF, MICHAEL

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: ARC
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 MONROE

COMPUTER EQUIPMENT AND
TECHNOLOGIES, INC.
3144 South Winton Road
Suite 300
Rochester, New York, 14623,

Plaintiff,

SUMMONS

v.

Index No.: _____

MIR SCIENTIFIC LLC
1 Discovery Drive, Suite 202
Rensselaer, New York 12144

Plaintiff designates Monroe
County as the place of trial.

and

The basis of venue is the
Plaintiff's principal office,
located in the County of Monroe

MICHAEL HARRIFF
8180 Bluffview Drive
Manlius, New York 13104,

Defendants.

To the above-named Defendants:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorney an Answer to the Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (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 answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: February 24, 2022
Rochester, New York

PULLANO & FARROW

By: 

Earl R. Storrs, III, Esq.
Elizabeth A. Cordello, Esq.
Attorneys for Plaintiff
**Computer Equipment and
Technologies, Inc.**
69 Cascade Drive, Suite 307
Rochester, New York 14614
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ecordello@lawpf.com
Tel: 585-730-4773
Fax: 888-971-3736

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

COMPUTER EQUIPMENT AND
TECHNOLOGIES, INC.,

Plaintiff,

VERIFIED COMPLAINT

v.

Index No.: _____

MIR SCIENTIFIC, LLC and
MICHAEL HARRIFF,

Defendants.

Plaintiff, Computer Equipment and Technologies, Inc. by and through its attorneys, the Law Offices of Pullano & Farrow PLLC, as and for its Verified Complaint against defendants, miR Scientific, LLC, and Michael Harriff alleges as follows:

1. At all times hereinafter mentioned, plaintiff Computer Equipment and Technologies, Inc. (hereinafter "CE Technologies") was and is a domestic business corporation with its principal office and its principal place of business located at 3144 South Winton Road, Suite 300, Rochester, New York 14623.

2. Upon information and belief, at all times hereinafter mentioned, defendant, miR Scientific, LLC (hereinafter "miR Scientific") was and is a domestic liability company with its principal office located at 1 Discovery Drive, Suite 202, Rensselaer, New York 12144.

3. Upon information and belief, at all times hereinafter mentioned, defendant Michael Harriff (hereinafter "Mr. Harriff") is an individual residing at 8180 Bluffview Drive, Manlius, New York 13104.

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to CPLR 301 and venue is proper pursuant to CPLR 501 and 503.

BACKGROUND

5. CE Technologies provides managed information technology (“IT”) services, cloud services, IT support, data backup and recovery, surveillance, cybersecurity services, VoIP solutions, server support, remote workplace capabilities, and other IT and network services and support for various companies throughout New York State.

6. On or about January 15, 2021, CE Technologies entered into a Services Agreement with miR Scientific, in which CE Technologies agreed to provide certain professional services to miR Scientific. A copy of the Services Agreement is attached hereto as **Exhibit A**.

7. The services provided by CE Technologies to miR Scientific included, but were not limited to, help desk and workstation remote support, trusted advisor services and consulting, and monthly maintenance of miR Scientific’s IT infrastructure. *See Exhibit A*.

8. As consideration for the aforementioned services, miR Scientific agreed to pay CE Technologies the amount of \$7,725 per month.

9. The term of the Services Agreement is for an initial period of one (1) year... and continue until such time that either party provides ninety (90) days’ notice of its intent to terminate the agreement.

10. The Services Agreement incorporated CE Technologies Standard Terms and Conditions (hereinafter “Terms and Conditions”). A copy of the Terms and Conditions is attached hereto as **Exhibit B**.

11. The Terms and Conditions included a non-solicitation clause in Section 8 prohibiting clients of CE technologies from offering employment to its employees and contractors both, while services are performed under the Services Agreement, and for a period of twenty-four (24) months following the termination of the agreement. *See* Exhibit B, ¶ 8.

12. In coordination with the services offered by CE Technologies under the Services Agreement, miR Scientific leadership routinely communicated with various employees of CE Technologies.

13. On or about February 8, 2021, CE Technologies entered into an Employment, Non-Competition and Non-Disclosure Agreement (hereinafter “Employment Agreement”) with Mr. Harriff and hired him as a Consultant. A copy of the Employment Agreement is attached hereto as **Exhibit C**.

14. The Employment Agreement prohibited Mr. Harriff from “directly or indirectly, solicit[ing], communicat[ing] with or otherwise contact[ing] any of CE-Technologies’ customers with whom Employee had material contact during Employee’s employment with CE-Technologies, for the purpose of conducting any business with them which is substantially similar to the business conducted or anticipated to be conducted by CE-Technologies during Employee’s employment with CE-Technologies and for a period of twelve (12) months following the termination of Employee’s employment.”

15. Mr. Harriff’s role as a Consultant for CE Technologies required him to provide consulting services to CE Technologies clients, including miR Scientific.

16. Upon information and belief, when compared to other employees of CE Technologies, Mr. Harriff had a greater amount of contact with miR Scientific to facilitate the services performed under the Services Agreement.

17. Mr. Harriff's duties as a Consultant required him to interact with the leadership at miR Scientific.

18. Upon information and belief, as a direct result of his interactions with miR Scientific, Ram Salman (hereinafter, "Mr. Salman"), CIO at miR Scientific, offered Mr. Harriff a position with the company.

19. On or about December 6, 2021, Mr. Salman advised Fred Brumm (hereinafter "Mr. Brumm"), owner of CE Technologies that he intended to offer Mr. Harriff a position with miR Scientific.

20. To reinforce that Mr. Salman's offer was in violation of the Services Agreement, Mr. Brumm emailed a copy of the Services Agreement to Mr. Salman on or about December 6, 2021.

21. CE Technologies warned Mr. Salman that it intended to enforce the terms and conditions of the Services Agreement and was prepared to protect its rights under the agreement.

22. Despite the express notification above, on or about January 26, 2022, Mr. Harriff joined miR Scientific as an Information Technology Manger.

23. Upon information and belief, Mr. Harriff's resignation from his position with CE Technologies, is directly related to Mr. Salman's solicitation and miR Scientific has breached the non-solicitation clause under the Terms and Conditions of the Services Agreement.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST MIR SCIENTIFIC
(Breach of Non-Solicitation Clause)

24. CE Technologies repeats and realleges the allegations contained in paragraphs 1 through 23 above as if set forth fully herein.

25. Pursuant to the non-solicitation clause, miR Scientific was prohibited from "directly or indirectly, on Client's own behalf or on the behalf of or in conjunction with any person

or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any CE Technologies employee or Independent Contractor...” *See id.*, ¶ 8.

26. Under the Terms and Conditions, a breach of the non-solicitation clause by miR Scientific requires it to pay CE Technologies “a fee equal or greater to Eighty percent (80%) of the salary and compensation of the former CE Technologies employee or Independent Contractor used by CE Technologies or One Hundred Thousand (\$100,000) dollars.” *See id.*, ¶ 8.

27. By executing the Services Agreement, miR Scientific agreed to be bound by the Terms and Conditions contained therein, including the non-solicitation clause.

28. miR Scientific breached the non-solicitation clause by offering Mr. Harriff employment while he was employed by CE Technologies.

29. In response to the breach of the non-solicitation clause, on or about January 6, 2022, CE Technologies sent a demand letter to miR Scientific for \$100,000, which is the salary and compensation paid to Mr. Harriff.

30. To date, miR Scientific has refused to pay the fees for its breach of the non-solicitation clause as required under the Terms and Conditions.

31. As a direct and proximate result of miR Scientific’s breach of the non-solicitation clause, CE Technologies has suffered damage, including, but not limited to the loss of Mr. Harriff’s services.

32. By reason of the foregoing, CE Technologies has been damaged by miR Scientific in amount of \$100,000 plus attorneys’ fees, costs, and disbursements.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST MIR SCIENTIFIC
(Tortious Interference With a Contract)

33. CE Technologies repeats and re-alleges the allegations contained in paragraphs 1 through 32 as if set forth fully herein.

34. The Employment Agreement between CE Technologies and Mr. Harriff was valid and binding.

35. miR Scientific was aware of the Employment Agreement between CE Technologies and Mr. Harriff because CE Technologies advised miR Scientific that any offers of employment to Mr. Harriff would cause a Breach of the Employment Agreement.

36. Despite the foregoing, miR Scientific offered Mr. Harriff employment as an Information Technology Manger.

37. Upon information and belief, upon receiving the offer from miR Scientific, Mr. Harriff resigned from his position as a Consultant with CE Technologies and accepted the position with miR Scientific.

38. As a direct and proximate result of miR Scientific's interference with the Employment Agreement, CE Technologies has suffered damage, including, but not limited to, the loss of Mr. Harriff's expertise as a Consultant.

39. By reason of the foregoing, CE Technologies has been damaged by miR Scientific in an amount to be determined at trial.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST MIR SCIENTIFIC
(Breach of Contract)

40. CE Technologies repeats and re-alleges the allegations contained in paragraphs 1 through 39 as if set forth fully herein.

41. The Services Agreement between CE Technologies and miR Scientific was valid and binding.

42. Pursuant to the Services Agreement, miR Scientific agreed to pay CE Technologies each month.

43. CE Technologies sent invoices to miR Scientific for January 2022 and February 2022 for \$7813 respectively.

44. miR Scientific has not paid its invoices for January 2022 and February 2022.

45. miR Scientific has breached the Services Agreement by its failure to pay invoices for January 2022 and February 2022.

46. Under the Terms and Conditions, for any invoice that miR Scientific fails to pay within 30 days requires it to pay a late fee “equal to the greater of...four percent (4%) of the invoice; or twenty five dollars (\$25).” *See id.*, ¶ 5.

47. In addition to the aforementioned late fees, miR Scientific is required to pay CE Technologies interest on all unpaid fees at the rate of one and half percent (1.5%) percent, thirty (30) days after the receipt of any invoice.

48. As a direct and proximate result of miR Scientific’s breach of the Services Agreement, CE Technologies has suffered damage, including, but not limited to the loss of revenue related to the Services Agreement.

49. By reason of the foregoing, CE Technologies has been damaged by miR Scientific in amount of \$15,626 plus attorneys’ fees, late fees, interest, costs, and disbursements.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST MICHAEL HARRIFF
(Breach of Employment Agreement)

50. CE Technologies repeats and re-alleges the allegations contained in paragraphs 1 through 49 as if set forth fully herein.

51. Pursuant to the non-competition clause in the Employment Agreement, Mr. Harriff was prohibited from soliciting CE Technologies customers for employment opportunities during

his employment and for a twelve (12) month period following the termination of his employment with CE Technologies.

52. A breach of the Employee Agreement by Mr. Harriff grants CE Technologies the right to “receive reimbursement from the Employee for all attorneys’ fees and expenses incurred by CE-Technologies in enforcing any of the provisions of this Agreement.” See Exhibit C, ¶ 10.

53. By executing the Employment Agreement, Mr. Harriff agreed to be bound by the non-competition clause contained therein.

54. Mr. Harriff breached the non-competition clause, and therefore the Employment Agreement, by soliciting employment opportunities from miR Scientific while employed by CE Technologies and accepting a position with miR Scientific within twelve months of terminating his employment.

55. As a direct and proximate cause of Mr. Harriff’s breach of the Employment Agreement, CE Technologies has suffered damage, including but not limited to the loss of Mr. Harriff’s services.

56. By reason of the foregoing, CE Technologies has been damaged by miR Scientific in the amount of \$100,000 plus attorneys’ fees, costs, and disbursements.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST MICHAEL HARRIFF
(Tortious Interference With a Contract)

57. CE Technologies repeats and re-alleges the allegations contained in paragraphs 1 through 56 as is set forth fully herein.

58. The Services Agreement between CE Technologies and miR Scientific was valid and binding.

59. Mr. Harriff was aware of the Services Agreement between CE Technologies and miR Scientific because Mr. Harriff was an employee of CE Technologies and knew that an offer

or any solicitation of employment from miR Scientific to him would cause a breach of the Services Agreement.

60. Despite the forgoing, upon information and belief, Mr. Harriff engaged in discussions concerning potential employment with miR Scientific.

61. Upon information and belief, upon receiving an offer from miR Scientific, Mr. Harriff resigned from his position as a Consultant with CE Technologies and accepted a position as an Information Technology Manager with miR Scientific.

62. Upon information and belief, upon Mr. Harriff's acceptance of miR Scientific's employment offer, miR Scientific decided to breach the Services Agreement between CE Technologies and miR Scientific.

63. As a direct and proximate result of Mr. Harriff's interference with the Services Agreement, CE Technologies has suffered damage, including, but not limited to the loss of revenue related to the breach of the Services Agreement.

64. By reason of the foregoing, CE Technologies has been damaged by Mr. Harriff in an amount to be determined at trial.

WHEREFORE, CE Technologies demands judgment for the following:

- a. On the First Cause of Action against miR Scientific, for an amount no less than \$100,000, plus attorneys' fees, costs, and disbursements;
- b. On the Second Cause of Action against miR Scientific, for an amount to be determined at trial, plus attorneys' fees, costs, and disbursements, and for such other and further relief as the Court deems just and proper;
- c. On the Third Cause of Action against miR Scientific, for an amount no less than \$15,626, plus attorneys' fees, late fees, interest, costs, and disbursements;

- d. On the Fourth Cause of Action against Michael Harriff, for an amount no less than \$100,000, plus attorneys' fees, costs, and disbursements;
- e. On the Fifth Cause of Action against Michael Harriff, for an amount to be determined at trial, plus attorneys' fees, costs, and disbursements; and
- f. Such other and further relief as the Court deems just and proper.

Dated: February 24, 2022
 Rochester, New York

PULLANO & FARROW

By: 

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 Elizabeth A. Cordello, Esq.
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Technologies, Inc.
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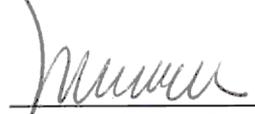
VERIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

Fred Brumm, being duly sworn, deposes and says that deponent is owner of CE Technologies, Inc., the plaintiff named in the within matter. Deponent has read the within instrument and knows the contents thereof and that the same is true to deponent's knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, deponent believes them to be true; that the grounds for deponent's belief as to such matters are personal inquiry and examination conducted in the course of deponent's duties as owner of CE Technologies, Inc.


Name: Fred Brumm
Title: Owner

Sworn to before me this
23RD day of February, 2022.


Notary Public

MEGHAN C. R. WILLIAMS
Notary Public - State of New York
No. 01W16157740
Qualified In Monroe County
My Commission Expires May 7, 2023