

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.:

SARAH BOTTOMS,

Date Purchased:

plaintiff,

Plaintiff designates New York County as the  
place of trial.

-against-

The basis of the venue is defendant's  
principal place of business.

WORLD CLASS LEARNING ACADEMY  
OF NEW YORK and JOHN TAYLOR and  
DAWN TAYLOR,

**SUMMONS**

defendants.

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To the above named defendants:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's attorneys within twenty (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.

Dated: New York, New York  
February 28, 2013

McLaughlin & Stern, LLP



By:  
Janet C. Neschis  
Rachel Nicotra  
Attorneys for Plaintiff  
260 Madison Avenue  
New York, New York 10016

Defendants' Addresses:

World Class Learning Academy of New York  
44 E. 2nd Street  
New York, NY 10003

Defendants' Addresses (cont.):

John Taylor  
World Class Learning Academy of New York  
44 E. 2nd Street  
New York, NY 10003

Dawn Taylor  
World Class Learning Academy of New York  
44 E. 2nd Street  
New York, NY 10003

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X Index No.:

SARAH BOTTOMS,

plaintiff,

**VERIFIED COMPLAINT**

-against-

WORLD CLASS LEARNING ACADEMY  
OF NEW YORK, JOHN TAYLOR and DAWN  
TAYLOR,

defendants.

-----X

Plaintiff, SARAH BOTTOMS, by and through her attorneys, MCLAUGHLIN & STERN, LLP, as and for her Verified Complaint against defendants, WORLD CLASS LEARNING ACADEMY OF NEW YORK, JOHN TAYLOR and DAWN TAYLOR alleges:

**NATURE OF ACTION**

This is an action arising under the laws of the City and State of New York seeking damages to redress the injuries that Plaintiff suffered as a result of a hostile work environment and unlawful discrimination on account of Plaintiff's national origin, sex and age, as well as in retaliation for her opposition to discriminatory workplace practices, as well as for injuries Plaintiff sustained as a result of Defendants' breach of employment contract and breach of implied covenant of good faith and fair dealing.

**PARTIES**

1. Plaintiff Sarah Bottoms ("Ms. Bottoms" or "Plaintiff"), a 49 year old American female, resides in Brooklyn, New York.
2. Defendant World Class Learning Academy of New York ("WCLNY" or "School") is a foreign limited liability company which maintains their principal place of business at 44 East 2<sup>nd</sup>

Street, New York, NY 10003.

3. Defendant John Taylor (“Mr. Taylor” or “Head”), a British citizen, is the Founding Head of School for WCLNY and resides in New York, NY.

4. Defendant Dawn Taylor (“Ms. Taylor”), a British citizen married to Mr. Taylor, is the head of Communications at WCLNY, and resides with Mr. Taylor in New York, NY.

### **JURISDICTION AND VENUE**

5. The jurisdiction of this Court is invoked under the New York State Human Rights Law (Executive Law Section 290 *et. seq.*) and the New York City Human Rights Law (Administrative Code of the City of New York Section 8-107). This Court also has jurisdiction over the Defendants, as this action is brought to recover damages for the breach of a contract made and to be performed within the State of New York.

6. As the unlawful employment practices complained of herein took place within the City, County and State of New York, and as Plaintiff was employed by Defendant WCLNY in the County of New York, venue is proper within this County.

### **FACTS UPON WHICH ALL CAUSES OF ACTION ARISE**

7. WCLNY is a member of World Class Learning Group (“WCL Group”) which provides education products and services worldwide. In addition to WCLNY, WCL Group operates five other British/International schools in the United States in Washington D.C., Boston, Charlotte, Houston and Chicago.

8. WCLNY operates a school for students aged two through eleven at 44 East 2<sup>nd</sup> Street, New York, NY 10003. WCLNY opened its doors to students in September of 2011.

9. Although operating as a private school within the City of New York, WCLNY is not

registered with New York State's Department of Education.

10. Plaintiff was hired as the Admissions and Marketing Director of WCLNY in September of 2010. At the time Plaintiff was hired by WCLNY, Plaintiff had eight years experience in education including five years in Admissions and Marketing and extensive connections within the New York City market with feeder schools, organizations, parent groups, educational consultants, advertising outlets, relocation firms and the media.

**The Parties' Employment Contract:**

11. On September 29, 2010, Plaintiff and Mr. Taylor entered into an employment agreement ("Agreement") setting forth the terms and condition of Plaintiff's employment.

12. Plaintiff performed as required under the Agreement. Beginning in September 2010 and continuing throughout her employment, Plaintiff attracted over one hundred new students to WCLNY.

13. The Agreement placed explicit limitations on Defendants' ability to terminate the Plaintiff after the probationary period. As such, Plaintiff was not an at-will employee.

14. WCLNY's Employee Manual excludes from its definition of at-will employees, all employees hired under a written contract by the School Head (Mr. Taylor).

15. The Agreement sets forth the following at Paragraph 4 regarding the probationary period:

*"Your employment under this Agreement is subject to a probationary period of 3 months, which shall expire on December 21, 2010. At any time during this 3 month period, the School, at its sole discretion, may terminate employment effective on such date as the School may determine by giving the Director of Admissions and Marketing written notice of termination at least 10 days prior to the effective date of termination. If the school does not provide the Director of Admissions and Marketing with such notice, the probationary period shall expire, and the Agreement shall only be terminated in accordance with the terms and conditions of this agreement. This probationary period provision shall only apply to the first 3 months of this agreement."*(emphasis added).

16. The Agreement sets forth the following at Paragraph 12 regarding termination:

“Your appointment may be terminated in writing immediately if you are found to be guilty of any of [sic] willful misconduct, gross negligence, theft, fraud or other illegal conduct, any willful act that injures the reputation of the Company, drug use and/or drug abuse.”

17. After the conclusion of her probationary period, Defendants told Plaintiff that she was doing a great job and was no longer on probation.

18. Pursuant to the Agreement, from that date forward, Plaintiff could only be terminated for the reasons set forth in Paragraph 12. In other words, Plaintiff could only be terminated “for cause.”

19. On January 3, 2012, Defendants violated the terms of the Agreement and terminated Ms. Bottoms for the purported reason of “low enrollment.”

20. By terminating Ms. Bottoms for “low enrollment” Defendants breached the parties’ employment agreement.

21. In November 2012, WCLNY was only two students short of reaching its goal for fall enrollments. Further, after Ms. Bottoms’ termination, upon information and belief, three students who Ms. Bottoms had worked with during the fall (and two of whom Mr. Taylor previously told Ms. Bottoms would not be accepted) were admitted.

22. Ms. Bottoms was never counseled regarding deficiencies in her performance, nor was she warned that failure to meet the enrollment goal by any set date would result in termination.

23. Further, any and all purported “low enrollment” was caused by the Taylor Defendants who interfered with Ms. Bottom’s ability to attract new students and who engaged in inappropriate conduct which deterred prospective parents from enrolling their children and caused parents of currently enrolled students to withdraw their children from WCLNY.

**Discrimination against Ms. Bottoms on the Basis of her National Origin, Sex and age.**

24. Throughout her employment with WCLNY, Ms. Bottoms was discriminated against on the basis of her national origin, sex and age and was subjected to a hostile work environment permeated with offensive sexual innuendo.

25. WCLNY's proffered reason for Ms. Bottoms' termination, "low enrollment" is pretext for unlawful discrimination based on her national origin, sex and age and in retaliation for complaining about WCLNY's unlawful practices.

26. WCLNY and the Taylor Defendants treated British employees more favorably than Ms. Bottoms and gave British employees greater allowances for time-off, raises, excusal from student supervisory duties and subsidized lunches.

27. Further the Taylor Defendants did not subject the British employees to hostility and rudeness as they did to Ms. Bottoms.

28. On December 14, 2012, two weeks prior to Ms. Bottoms' termination, during a School Christmas party, Ms. Taylor stated, in Ms. Bottoms' presence and to a group of British employees "we need to get rid of the Americans."

29. WCLNY and the Taylor Defendants discriminated against Ms. Bottoms on the basis of her sex and because she was not acting in conformity with gender stereotypes.

30. Mr. Taylor accused Ms. Bottoms of being too assertive, told her to be more "molly coddling" and to apply a "softer approach."

31. Ms. Taylor instructed Ms. Bottoms to wear lipstick and commented negatively on Ms. Bottoms professional attire (pant suits) in an email and on an occasion, when Ms. Bottoms wore a dress, Ms. Taylor said, "now that's how an Admissions Director should dress."

32. WCLNY and the Taylor Defendants discriminated against Ms. Bottoms on the basis of her age.

33. In September of 2012, Ms. Taylor repeatedly made comments about the Admissions Directors at competitor schools with higher enrollments who were “in their twenties” and “attracted more students.”

34. Further, WCLNY replaced Ms. Bottoms with a woman in her “twenties” who worked at a hotel that Mr. Taylor frequented and who did not have any Admissions experience.

35. WCLNY and the Taylor Defendants subjected Ms. Bottoms to a hostile work environment on the basis of her national origin, sex and age by singling Ms. Bottoms out for excessive work scrutiny, by referring to her as an “Asshole,” by demeaning her in front of other employees and the parents of prospective students, by interrupting her during meetings with the parents of prospective students, by telling her to “be invisible” during school functions, by transmitting, and leaving on the school printer, emails critical of Ms. Bottoms and by excluding Ms. Bottoms from supervisory meetings which WCL Directors required Admission Directors to attend.

36. The Taylor Defendants also continually spoke Ms. Bottoms in a rude and unprofessional manner and demeaned her comments and suggestions. On one occasion when Ms. Bottoms injured her knee (and was unable to bend it because of stitches), Mr. Taylor referred to her as peg-leg in front of teachers and staff and sarcastically asked if she needed a wheelchair. Ms. Bottoms complained about this incident to the Monica Harter, the Director of Marketing. The Taylor Defendants did not subject other employees to this type treatment.

**Sexual Harassment: Hostile Work Environment**



37. WCLNY and the Taylor Defendants subjected Ms. Bottoms to a hostile work environment permeated with offensive and uninvited sexual innuendo which caused Ms. Bottoms discomfort and interfered with her employment.

38. On one occasion, Ms. Taylor asked Ms. Bottoms where she could buy sex toys in Manhattan.

39. On more than one occasion, Ms. Taylor told Ms. Bottoms that men preferred Asian woman because their vaginas were smaller.

40. On another occasion, Ms. Taylor told Ms. Bottoms that she stayed with Mr. Taylor because he was good in bed.

41. On another occasion, Ms. Taylor said to a lesbian couple who taught at the school, in Ms. Bottoms' presence, that it would be fun to watch the lesbian couple having sex. The couple told Ms. Taylor that her comment was inappropriate.

42. Mr. Taylor also made inappropriate and sexual comments in the presence of Ms. Bottoms including comments about the Pope sanctioning the use of condoms and told a gruesome story about women accidentally getting her "buttocks ripped off."

43. The comments made by the Taylor Defendants offended Ms. Bottoms and interfered with the terms and conditions of her employment.

**Complaints about Discrimination:**

44. Ms. Bottoms complained about the way she was being treated by the Taylor Defendants to WCLNY's Marketing Director, Monica Harter, on numerous occasions between October 2010 and the fall of 2012 and in September of 2012, Ms. Bottoms met with Ms. Harter off school premises to discuss the hostile environment and unfair treatment that she was receiving

from the Taylor Defendants.

45. Ms. Bottoms complained about the way she was being treated by the Taylor Defendants to the WCLNY's Director of Human Resources, Candi Vajana in December of 2010.

46. Ms. Bottoms complained about the way she was being treated by the Taylor Defendants to Ann McPhee, a Director of WCL Group, in the spring of 2011 and in September of 2011.

47. Ms. Bottoms complained about the way she was being treated by the Taylor Defendants to Martin Skelton, a Director of WCL Group, in December 2011.

48. WCLNY took no action to remedy that situation. However, on one occasion, in Ms. Bottoms' presence, the Director of WCL, Marten Skelton, directed the Taylor Defendants to "let Sarah do her job."

49. Ms. Bottoms was not the only employee who complained about the offensive conduct of the Taylor Defendants. Upon information and belief, WCL Group is now in the progress of investigating sexual harassment complaints made by other employees.

50. Because of Defendants' discriminatory conduct and their direct violation of the parties' Agreement, Ms. Bottoms has suffered, and continues to suffer, financial and emotional harm.

**AS AND FOR A FIRST CAUSE OF ACTION  
(Breach of contract)**

51. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "50" inclusive with the same force and effect as though more fully set forth herein again and length.

52. Plaintiff entered into an employment contract ("Agreement") with Defendants on

September 29, 2010.

53. Pursuant to the Agreement, and according to Paragraphs 4 and 12, Defendants could only terminate Plaintiff's employment if she is "found to be guilty of any of [sic] willful misconduct, gross negligence, theft, fraud or other illegal conduct, any willful act that injures the reputation of the Company, drug use and/or drug abuse."

54. On January 3, 2013, Defendants terminated Plaintiff. Defendants' proffered reason for Plaintiff's termination was "low enrollments."

55. By terminating Plaintiff's employment for any reason other than the reasons set forth in paragraph 12 of the parties' Agreement, Defendants have breached the parties' contract.

56. As a result of Defendants' breach, Plaintiff has sustained injury to her career and has suffered economic damages.

57. By reason of the foregoing, Defendants have breached the parties Agreement and Plaintiff is entitled to the following relief:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars.

**AS AND FOR A SECOND CAUSE OF ACTION  
(Breach of covenant of good faith and fair dealing)**

58. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "57" inclusive with the same force and effect as though more fully set forth herein again and length.

59. Plaintiff and Defendants entered into an employment contract ("Agreement") on September 29, 2010. Pursuant to the Agreement, Plaintiff was to act as the Director of Admissions and Marketing for WCLNY.

60. Defendants owed Plaintiff the duty of good faith and fair dealing under the parties' Agreement.

61. Defendants interfered with Plaintiff's ability to perform under the contract by engaging in conduct which undermined Ms. Bottom's enrollment efforts.

62. As a result of Defendants' breach, Plaintiff has sustained injury to her career and economic damages.

63. By reason of the foregoing, Defendants have breached the implied covenant of good faith and fair dealing and Plaintiff is entitled the following relief:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars.

**AS AND FOR A THIRD CAUSE OF ACTION  
(Discrimination under New York State Human Rights Law)**

64. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "63" inclusive with the same force and effect as though more fully set forth herein again and length.

65. Executive Law §291 provides, in pertinent part, that "the opportunity to obtain employment without discrimination because of race, sex or national origin is hereby recognized and declared to be a civil right."

66. Defendants discriminated against Plaintiff on account of her national origin, sex and age by subjecting her to a hostile work environment and by terminating her employment in violation of the provisions of Article 15 of the New York State Executive Law, specifically Executive Law §§ 290 et seq., 296 and 297.

67. The Taylor Defendants aided and abetted the unlawful discriminatory practice by

discriminating against plaintiff in the terms, conditions and privileges of her employment because of her national origin, sex and age in violation of New York State Executive Law 291 and 296, et seq.

68. As a result of Defendants' discrimination against Plaintiff, Plaintiff has sustained injury to her career, has suffered stress and economic damages and other injury.

69. By reason of the foregoing, Defendants have violated the New York State Human Rights laws and Plaintiff is entitled to the following relief:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and
- b. compensatory damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars.

**AS AND FOR A FOURTH CAUSE OF ACTION  
(Sexual Harassment: Hostile Work Environment under New York State Executive Law)**

70. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "69" inclusive with the same force and effect as though more fully set forth herein again and length.

71. Defendants subjected Plaintiff to sexual harassment by creating and engendering a workplace permeated with uninvited and offensive sexual innuendo which interfered with the Plaintiff's work performance.

72. Taylor Defendants aided and abetted the unlawful practice by engaging in conduct which created an environment permeated with uninvited and offensive sexual innuendo.

73. As a result of Defendants' discrimination against Plaintiff, Plaintiff has sustained injury to her career, has suffered stress and economic damages and other injury.

74. By reason of the foregoing, Defendants have violated the New York State Human Rights laws and Plaintiff is entitled to the following relief:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and
- b. compensatory damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars.

**AS AND FOR A FIFTH CAUSE OF ACTION  
(Retaliation under New York State Executive Law)**

75. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “74” inclusive with the same force and effect as though more fully set forth herein again and length.

76. Plaintiff complained about the discriminatory treatment that she was receiving from the Taylor Defendants to the Director of WCL Group, to the Director of Human Resources of WCLNY, and to the Director of Marketing throughout her employment at WCLNY.

77. In the September of 2012, Ms. Bottoms met with Ms. Harter off school premises to discuss the hostile environment and the unfair treatment that she was receiving from the Taylor Defendants.

78. On January 3, 2013, Ms. Bottoms was terminated by Ms. Harter.

79. The firing of Plaintiff in retaliation for complaints made against Mr. Taylor violates the New York State Human Rights Law.

80. As a result of Defendants’ retaliation, Plaintiff has sustained injury to her career, has suffered stress and economic damages and other injury.

81. By reason of the foregoing, Defendants have violated the New York State Human Rights laws and Plaintiff is entitled to the following relief:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and
- b. compensatory damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars.

**AS AND FOR A SIXTH CAUSE OF ACTION  
(Discrimination under NYC Administrative Code)**

82. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “81” inclusive with the same force and effect as though more fully set forth herein again and length.

83. Defendants discriminated against Plaintiff on the basis of her national origin, sex and age by subjecting her to a hostile work environment and terminating her employment in violation of the New York City Human Rights Laws, N.Y.C. Admin. Code Sections 8-107(1), 8-107(2) and 8-107(3).

84. Defendants’ conduct was intentional, malicious and otherwise in reckless disregard of Plaintiff’s protected rights under the New York City Human Rights laws.

85. As a result of Defendants’ discrimination against Plaintiff, Plaintiff has sustained injury to her career and has suffered economic and emotional injuries.

86. By reason of the foregoing Plaintiffs are entitled to the following:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and
- b. compensatory damages in the amount of not less than Five Hundred Thousand

(\$500,000.00) Dollars; and

c. punitive damages in the amount of not less than Five Hundred Thousand

(\$500,000.00) Dollars; and

d. attorneys' and expert fees in an amount not presently capable of ascertainment.

**AS AND FOR A SEVENTH CAUSE OF ACTION  
(Sexual Harassment: Hostile Work Environment under NYC Administrative Code)**

87. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "86" inclusive with the same force and effect as though more fully set forth herein again and length.

88. Defendants subjected Plaintiff to sexual harassment by creating and engendering a workplace permeated with uninvited and offensive sexual innuendo which interfered with the Plaintiff's work performance.

89. Defendants' conduct was intentional, malicious and otherwise in reckless disregard of Plaintiff's protected rights under the New York City Human Rights laws.

90. As a result of Defendants' discrimination against Plaintiff, Plaintiff has sustained injury to her career and has suffered economic and emotional injuries.

91. By reason of the foregoing Plaintiffs are entitled to the following:

a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and

b. compensatory damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars; and

c. punitive damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars; and



d. attorneys' and expert fees in an amount not presently capable of ascertainment.

**AS AND FOR AN EIGHTH CAUSE OF ACTION  
(Retaliation under New York City Administrative Code)**

92. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "91" inclusive with the same force and effect as though more fully set forth herein again and length.

93. Plaintiff complained about the discriminatory treatment that she was receiving from the Taylor Defendants to the Director of WCL Group, to the Director of Human Resources of WCLNY, and to the Director of Marketing throughout her employment at WCLNY.

94. In the September of 2012, Ms. Bottoms met with Ms. Harter off school premises to discuss the hostile environment and the unfair treatment that she was receiving from the Taylor Defendants.

95. On January 3, 2013, Ms. Bottoms was terminated by Ms. Harter.

96. Defendants retaliated against Plaintiff in violation of the New York City Human Rights Laws, N.Y.C. Admin. Code Sections 8-107(7).

97. As a result of Defendants' retaliation against Plaintiff, Plaintiff has sustained injury to her career and has suffered economic and emotional injuries.

98. By reason of the foregoing Plaintiffs are entitled to the following:

- a. economic damages in an amount to be determined at trial but no less than Two Hundred and Fifty Thousand (\$250,000.00) Dollars; and
- b. compensatory damages in the amount of not less than Five Hundred Thousand (\$500,000.00) Dollars; and
- c. punitive damages in the amount of not less than Five Hundred Thousand

(\$500,000.00) Dollars; and

d. attorneys' and expert fees in an amount not presently capable of ascertainment.

**WHEREFORE**, plaintiff demands judgment against defendants as follows:

a. On the FIRST CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$250,000;

b. On the SECOND CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$250,000;

c. On the THIRD CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$750,000;

d. On the FOURTH CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$750,000;

e. On the FIFTH CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$750,000;

f. On the SIXTH CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$1,250,000, plus attorneys' fees;

g. On the SEVENTH CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$1,250,000, plus attorneys' fees;


h. On the EIGHTH CAUSE OF ACTION, against all defendants, a judgment in favor of plaintiff in an amount to be determined at trial but in no event less than \$1,250,000, plus attorneys' fees;

i. Such other relief as the Court deems proper, together with the costs and disbursements of this action.

Dated: New York, New York  
February 28, 2013

McLaughlin & Stern, LLP

By:

  
Janet C. Neschis

Rachel Nicotra

Attorneys for Plaintiff

260 Madison Avenue

New York, NY 10016

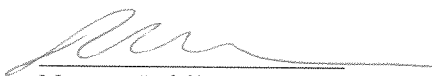
(212) 448-1100

VERIFICATION

STATE OF NEW YORK                    )  
  )  
COUNTY OF New York                )

SARAH BOTTOMS, being sworn, states that she is the plaintiff in the above-captioned matter; that she has read the foregoing Verified Complaint and knows its contents, and that it is true to the best of her knowledge, except as to matters stated on information and belief, and as to those matters, she believes them to be true.

  
\_\_\_\_\_  
SARAH BOTTOMS

Sworn to me this  
28 day of February 2013  
  
\_\_\_\_\_  
Notary Public

**RACHEL NICOTRA**  
Notary Public - State of New York  
No. 02N16186266  
Qualified in Kings County  
My Commission Expires Aug. 9, 2016