

THE STATE OF NEW YORK: COUNTY OF NIAGARA  
TOWN OF WHEATFIELD COURT

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THE PEOPLE OF THE STATE OF NEW YORK

-against-

**MOTION FOR RECUSAL**

KEVIN RIFORD

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Docket No. 24100028

**NOW COMES** Kevin Riford, appearing pro se, who respectfully moves this Court to recuse Justice Rodney A. Giove from presiding over the above-captioned matter for reasons including actual and apparent partiality, conflicts of interest, and violations of procedural and constitutional safeguards. This motion is made pursuant to 22 NYCRR § 100.3(E)(1) and Judiciary Law § 14.

**IMPARTIALITY IS COMPROMISED WHERE A PRESIDING JUDGE HAS PRIOR  
FINANCIAL OR PROFESSIONAL CONNECTIONS TO ATTORNEYS INVOLVED  
IN FAMILY COURT PROCEEDINGS**

**A. Judge Giove's Past Dealings with Jason Cafarella Raise Reasonable Questions of  
Bias**

1. It is relevant to disclose that the attorney for the children in my sister Katie Riford's family court case was Jason Cafarella. Upon information and belief, Justice Rodney Giove has personal knowledge of my sister's Family Court case. Jason Cafarella has conducted numerous property transactions and business dealings with Justice Rodney Giove. This financial relationship contributes to an appearance of impropriety and raises additional concerns about impartiality. See *People v. Novak*, 30 N.Y.3d 222 (2017); *Matter of Watson v. City of Jamestown*, 178 A.D.3d 1417 (4th Dep't 2019). **SEE**

**EXHIBIT A, B, C, AND D**

**IMPARTIALITY IS COMPROMISED WHERE THE PRESIDING JUDGE HAS BEEN  
ASSOCIATED WITH STATEWIDE LITIGATION ALLEGING FRAUDULENT  
MISUSE OF THE COURT SYSTEM**

**A. Judge Giove's Past Association with Entities Sued by the New York State Attorney General Raises Serious Ethical Concerns**

2. In 2009, the New York State Attorney General's Office filed suit in *People v. Forster & Garbus LLP, et al.* against 35 law firms and affiliates for misconduct in debt collection litigation.
3. Rodney A. Giove and his associate, Jason J. Cafarella were publicly identified in the pleadings and press coverage due to his professional affiliation with firms or individuals named in the action. The Attorney General alleged that these firms secured thousands of default judgments based on faulty affidavits and deficient service of process, denying due process to countless New Yorkers. **SEE EXHIBIT E**

**B. Judge Giove's Involvement in Federal RICO and Fraud Litigation Reflects a Pattern of Concern Regarding Judicial Integrity**

4. In *Lewis v. Legal Servicing, LLC, et al.*, 19 Civ. 8085 (S.D.N.Y.), a pro se plaintiff brought suit under the Racketeer Influenced and Corrupt Organizations Act ('RICO') for common law fraud and negligence. The complaint alleged systemic misconduct by attorneys and debt collectors in obtaining default judgments through fraudulent affidavits of service and "sewer service." Rodney A. Giove was named in the complaint as a co-defendant due to his involvement in such practices. The mere fact of his inclusion in such wide-ranging federal civil racketeering allegations involving fraudulent use of judicial process further undermines confidence in his impartiality in presiding over criminal or civil matters. See *Lewis v. Legal Servicing, LLC*, No. 19 Civ. 8085, 2021 WL 3667728 (S.D.N.Y. Aug. 9, 2021).

5. According to court filings, the allegations against Judge Giove's co-defendants included criminal charges and mass vacature of default judgments due to fraudulent service. Judge Giove was identified as having allegedly directed improper service in those cases. The case states in part "that Giove and Steward directed Singler to engage in sewer service."

**SEE EXHIBIT F**

6. The factual nexus in *Lewis*, especially with regard to abuse of judicial process, parallels the concerns in this motion. The case adds weight to the argument that Judge Giove's professional history, including his association with accused individuals and firms, contributes to an ongoing appearance of impropriety and undermines public trust in the judiciary. See *Matter of Duckman*, 92 N.Y.2d 141 (1998); *People v. Novak*, 30 N.Y.3d 222 (2017).
7. Further amplifying this concern is an investigative report published by The Buffalo News titled "Merchants of Debt," which detailed widespread abuse of New York's court system by law firms affiliated with debt collection mills, including those named in the 2009 Cuomo lawsuit and referenced in the *Lewis* litigation. The report highlights how these firms exploited procedural shortcuts, used fraudulent service, and overwhelmed courts with boilerplate filings. Judge Giove is referenced in the article in connection with these practices during his time as a practicing attorney. This coverage, corroborating allegations of unethical conduct and improper influence, significantly undermines the appearance of integrity and impartiality expected of the judiciary. See *Matter of Restaino*, 10 N.Y.3d 577 (2008). **SEE EXHIBIT G**

8. Judge Rodney Giove's appearance in relation to these proceedings undermines confidence in his judicial impartiality—particularly in matters involving due process and ethical compliance. The seriousness and public visibility of these allegations, combined with Judge Giove's professional ties to implicated entities, amplify the appearance of impropriety and warrant recusal. See *Matter of Duckman*, 92 N.Y.2d 141 (1998).

**IMPARTIALITY IS COMPROMISED WHERE THE PRESIDING JUDGE  
PARTICIPATES IN LEGAL TRANSACTIONS INVOLVING FEDERAL CRIMINAL  
DEFENDANTS**

**A. Judge Giove's Power of Attorney for Federal Defendant Rashawn Salmon Raises  
Concerns of Propriety and Judicial Conduct**

9. On or about August 27, 2024, a federal search warrant was issued by the Honorable Michael J. Roemer, United States Magistrate Judge, which authorized the search of 327 Hyde Park Boulevard, Niagara Falls, New York, and SALMON's residence. **SEE EXHIBIT H**
10. On or about August 28, 2024, the Federal Bureau of Investigation Buffalo executed the search warrant at 327 Hyde Park Boulevard in Niagara Falls, New York and SALMON's residence.
11. Among other items, suspected drugs in the form of a white powder substance were seized from 327 Hyde Park Boulevard, Niagara Falls, New York.



12. On or about August 28, 2024, SALMON was detained during the execution of the search warrant at his residence and advised of his Miranda Rights. SALMON waived his rights in writing and agreed to speak with law enforcement.
13. In this interview with law enforcement, SALMON admitted he received over \$100,000.00 in United States dollars from a government business loan two (2) years prior.
14. SALMON also admitted he purchased the Defendant Real Property with monies received from the EIDL he obtained from the SBA.
15. On or about June 9, 2025, Judge Rodney A. Giove executed a Power of Attorney on behalf of Rashawn Salmon. This Power of Attorney, publicly recorded with the Niagara County Clerk under Instrument #2025-08180, authorized Judge Giove to engage in real estate and financial transactions on behalf of Mr. Salmon. **SEE EXHIBIT I**
16. Salmon is, upon information and belief, under federal indictment for narcotics trafficking, and property associated with him is subject to forfeiture by the FBI. The execution of this Power of Attorney by a sitting judge in favor of an individual under such serious federal investigation undermines the public's confidence in the judiciary and calls into question Judge Giove's adherence to ethical obligations under 22 NYCRR § 100.4(G), which prohibits judges from practicing law or participating in transactions that reflect adversely on the judiciary.

17. Upon information and belief, Judge Rodney Giove is helping federal defendant Rashawn Salmon shield his assets that were obtained utilizing funds derived from unlawful activity including but limited to narcotics trafficking and fraudulent monies received from the United States Small Business Association ('SBA').
18. Given the severity of the federal charges and the ongoing forfeiture proceedings, Judge Giove's continued involvement in matters concerning Mr. Salmon—particularly as a legal agent empowered to conduct transactions—may reasonably lead an objective observer to question the judge's impartiality, integrity, and judgment. This relationship further underscores the need for recusal in any proceeding where credibility, law enforcement interests, or judicial ethics are at issue. See *People v. English*, 103 A.D.3d 878 (2d Dep't 2013); *Matter of LaBombard v. Lora*, 167 A.D.3d 1420 (4th Dep't 2018).
19. The Power of Attorney affidavit executed by Judge Giove was notarized by Santino Cafarella, who, upon information and belief, is the brother of Jason Cafarella. Jason Cafarella was the attorney for the children in my sister Katie Riford's family court matter and is known to have conducted property transactions and business dealings with Judge Giove. The convergence of these familial, professional, and legal relationships further contributes to an appearance of impropriety and calls into question Judge Giove's ability to preside impartially over matters involving my family or myself.

**IMPARTIALITY IS COMPROMISED WHERE A PRESIDING JUDGE IS  
SEEKING PERSONAL DAMAGES IN A PENDING CIVIL ACTION**

**A. Judge Giove's Alleged Injuries Raise Substantial Concerns Regarding Fitness to Preside**

20. It was recently learned that Justice Rodney A. Giove is listed as a plaintiff in a pending civil suit filed at the Erie County Supreme Court, Index No.: 804272/2025. The presence of active personal litigation in which Judge Giove seeks substantial damages—including allegations that he has been rendered "lame and disabled," suffered "shock to his nerves and nervous system," and been "incapacitated from his usual activities and employment"—raises legitimate concerns about his emotional, physical, and cognitive capacity to preside neutrally, particularly those involving complex or sensitive issues. See *People v. Alomar*, 93 N.Y.2d 239 (1999); *Matter of Spector v. C.V.R. R.R. Co.*, 200 N.Y. 586 (1911). **SEE EXHIBIT J**

21. These allegations suggest that Judge Giove may have an ongoing financial incentive to maintain his credibility, avoid public scrutiny, and limit legal exposure, which could inadvertently influence judicial decisions. His personal interests as a litigant and his duty as a neutral arbiter are inherently in tension.

22. These allegations not only support the existence of a personal and financial interest in judicial outcomes but may also implicate broader concerns about the judge's fitness to preside until such injuries are resolved or adjudicated. Judicial integrity requires not only actual fairness but the appearance of fairness; where a judge's own litigation places his capacity or character in question, continued service on the bench without disclosure or recusal risks undermining public trust in the court. See *People v. Alomar*, 93 N.Y.2d 239 (1999).

**IMPARTIALITY IS COMPROMISED WHERE A SITTING JUDGE SUBMITS  
POLITICAL CONTRIBUTIONS UNDER A FALSE OR MISLEADING ADDRESS**

**Questionable Political Contributions Made by Judge Giove Further Erode Public  
Confidence**

23. In 2025, Justice Rodney A. Giove made two separate political campaign contributions under his own name but listed an address that, upon information and belief, is not his actual residence. These contributions are reflected in official campaign finance disclosures. **SEE EXHIBIT K**
24. On 6/11/2025 and 3/24/2025 Rodney Giove made contributions to Friends of Randy Brandt and Friends of Michael Filicetti utilizing 6741 Carli Ct. as his address.
25. Upon information and belief, Rodney Giove resided at 7304 Berkshire Dr. in 2025. **SEE EXHIBIT L**
26. Upon information and belief, 6741 Carli Ct. was owned/occupied by David and Katelyn Hall, **SEE EXHIBIT M**
27. Providing inaccurate address information in campaign contributions, especially as a sitting judge, raises questions of candor, transparency, and possible intent to obscure the origin of those contributions from public scrutiny.
28. This conduct, whether intentional or negligent, reflects adversely on the judiciary and violates judicial ethics, which require that judges “avoid impropriety and the appearance of impropriety in all of the judge’s activities.” See 22 NYCRR § 100.2(A).
29. When considered alongside the other concerns detailed in this motion—including undisclosed conflicts, procedural irregularities, and troubling professional entanglements—the integrity and impartiality of this Court is called into serious question

**IMPARTIALITY IS COMPROMISED WHERE JUDICIAL CAMPAIGN  
DONORS INCLUDE ATTORNEYS WITH PRIOR KNOWLEDGE OF THE  
LITIGANT'S CASE**

30. A review of campaign finance disclosures from Justice Rodney A. Giove's 2025 judicial campaign reveals that several individuals who made financial contributions to his campaign are licensed attorneys who, upon information and belief, I had previously spoken with regarding my own legal matters. **SEE EXHIBIT N**
31. The fact that these attorneys—who were aware of my legal position or concerns—later contributed financially to Judge Giove's judicial campaign raises significant concerns about potential conflicts of interest, improper access, or undue influence.
32. This is especially troubling in light of the appearance of partiality, as judges must avoid not only actual bias but the appearance of bias. The public confidence in the judiciary depends on avoiding even the perception that contributors to a judicial campaign may receive preferential treatment, or that litigants may be prejudiced by the court's prior or ongoing financial relationships. See *People v. Novak*, 30 N.Y.3d 222 (2017); *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009).

**IMPARTIALITY IS COMPROMISED WHERE THE COURT DISREGARDS BASIC  
PROCEDURAL DUE PROCESS**

**A. Judge Giove's Refusal to Enforce Service Requirements Raises Concerns About  
Fairness and Prejudgment**

33. On June 23, 2025, during a scheduled court appearance, I advised Judge Giove that I had not received the Niagara County District Attorney's response to my previously filed motion. The District Attorney's Office stated on the record that its response had been mailed to my address on June 9, 2025. I subsequently confirmed with the court clerk that no affidavit of service was on file for that opposition. Notwithstanding this procedural deficiency, Judge Giove stated that an affidavit of service was "not required," which contradicts standard New York practice and CPLR 2103, which requires that service of motion papers be supported by an affidavit of service to ensure proper notice.
34. Rather than addressing the deficiency or confirming whether proper service had occurred, Judge Giove stated that I had been "served in court" on June 23, 2025, and granted me two weeks to review the document. This effectively circumvented proper service procedures and placed the burden on me to accommodate the District Attorney's failure to comply with the rules of civil procedure.
35. Such disregard for basic procedural protections—particularly where I am appearing pro se—raises substantial concerns about judicial neutrality and whether Judge Giove is predisposed to favor the prosecution in this matter. See *People v. McLaughlin*, 291 A.D.2d 581 (2d Dep't 2002) ("[E]ven the appearance of partiality requires recusal where a party's right to a fair hearing is implicated."); *Matter of Woolfson v. Bonomo*, 176 A.D.3d 1263 (2d Dep't 2019) ("Courts must not disregard procedural safeguards in a way that creates an impression of unfairness.").

**B. Judge Giove's Denial of ADA Accommodations Reflects a Disregard for Disability Rights and Judicial Fairness**

36. On June 4, 2025, I submitted a written request for American with Disabilities ('ADA') accommodations in anticipation of my June 7, 2025, court appearance. This request was acknowledged as received by the court clerk on the same day. Despite this, when I appeared in court on June 7, 2024, Judge Giove made no mention of my request and instead asked me to proceed with an oral argument on a pending motion. **SEE EXHIBIT O**

37. I advised the court that I had submitted the ADA request, but Judge Giove stated that the request was "not timely." I objected to this assertion, noting that there is no statute or regulation that mandates a minimum number of days for advance submission of an ADA accommodation request.

38. After extended discussion, Judge Giove reviewed the accommodations request and granted most accommodations, but explicitly denied two essential requests: (1) the use of CART (Computer-Assisted Real-Time Transcription) and (2) the ability to record court proceedings.

39. As an individual diagnosed with ADHD, I rely on real-time captioning and recording to support my comprehension and processing of oral information, especially in high-stakes legal proceedings. The denial of these reasonable accommodations not only impeded my

full and equal access to the court but also reflects a lack of understanding or consideration for the cognitive limitations posed by ADHD.

40. Judge Giove's conduct in dismissing the timeliness of my request, refusing two critical accommodations without explanation, and failing to proactively address my submitted application raises further questions about his impartiality, compliance with state and federal disability law, and overall fitness to preside over this case.

**C. Judge Giove Has Refused to Hear Multiple Defense Motions Filed Months Ago**

41. Defendant has submitted several motions in December 2024, including but not limited to three separate motions to dismiss each of the charges filed against me. Despite the passage of more than seven months, as of July 2025, Judge Giove has not scheduled a hearing or issued any ruling on any of these motions.

42. The extended delay in addressing these motions—particularly given their dispositive nature—raises concerns about the court's commitment to ensuring a fair and timely process. Moreover, my ADA accommodations were not in place for the July 8, 2025 appearance, further complicating my ability to fully and fairly participate. This pattern of delay and procedural neglect supports the conclusion that Judge Giove is unable or unwilling to provide neutral oversight. See *People v. Diaz*, 175 A.D.3d 553 (2d Dep't 2019); *People v. Blake*, 135 A.D.3d 677 (1st Dep't 2016).



#### **D. Court Access for Public Proceedings Has Been Improperly Restricted**

43. Upon information and belief, Judge Giove instructs the Town of Wheatfield constables to lock the courtroom doors upon my entry. Although court is scheduled to begin at 5:00 p.m., I am instructed to appear at 4:00 p.m. When I arrive at that time, the doors are locked, thereby preventing public access to the courtroom during my proceedings.

44. As a result, members of the public—including friends, family, or neutral observers—are unable to enter or witness my court appearances. A line of bystanders regularly forms outside the courthouse waiting for it to open at 5:00 p.m., but they are not permitted to enter until after my matter is heard. This practice raises serious concerns about the transparency and constitutionality of these proceedings.

45. Although no trial has been scheduled, the right of public access extends beyond trial to include pretrial hearings and other critical stages of criminal proceedings. Restricting public access without a compelling justification violates fundamental First Amendment principles and due process protections. See *Press-Enterprise Co. v. Superior Court*, 464 U.S. 501 (1984); *United States v. Alcantara*, 396 F.3d 189 (2d Cir. 2005).

46. This pattern of excluding the public from observing court proceedings involving me not only undermines public confidence in judicial fairness but raises legitimate constitutional concerns about secret proceedings and selective courtroom practices.

**THIS COURT SHOULD MUST RECUSE ITSELF AS ITS CONDUCT GIVES RISE TO  
ACTUAL PARTIALITY, AND AT MINIMUM, THE APPEARANCE OF  
IMPROPRIETY FOR ITS CONDUCT AND LACK OF DISCLOSURE OF CONFLICTS  
OF INTEREST IN THE INSTANT MATTER**

**A. Legal Standard for Impartiality in the Court System.**

It is well-accepted that deference to the judgments and rulings of the courts depends upon public confidence in the impartiality of judges, with the test for the appearance of impropriety being whether the conduct would create, in reasonable minds, a perception that the judge's ability to carry out judicial responsibility fairly and with impartiality is impaired. See, 22 N.Y.C.R.R. § 100.3(E)(1).

In that respect, a judge must perform his judicial duties impartially and fairly, as a judge who manifests bias on any basis in a proceeding impairs the fairness of the proceeding. *Id.*

**B. The Court Must Go So Far as to Avoid Any Appearance of Impropriety.**

Upholding the principle that justice must be blind, and judges must act impartially, it is well-established that courts must remain alert to prevent even the appearance of bias. This is crucial as the mere perception of bias can undermine public trust in the judicial system as swiftly as actual bias would. *Id.*

Where there is more than sufficient evidence to demonstrate partiality, the standard for recusal is less stringent. See *In re Murphy*, 82 N.Y.2d 491 (1993) (judges should strive to avoid even appearance of partiality and should err on the side of recusal in close cases); *Scott v. Brooklyn Hospital*, 93 A.D.2d 577 (2nd Dep't 1983) (any conduct that would lead a reasonable man

knowing all the circumstances to harbor doubts about the judge's impartiality is a basis for disqualification).

In that respect, where a party's perception of bias is made in good faith and is based upon identifiable factors, it is enough to require recusal. See *People v. Zappacosta*, 77 A.D.2d 928 (2nd Dep't 1980); see also *Leombruno v. Leombruno*, 150 A.D.2d 902 (3rd Dep't 1989) (justice should have recused himself because party's allegations and documentary evidence could be interpreted as affecting the judge's impartiality).

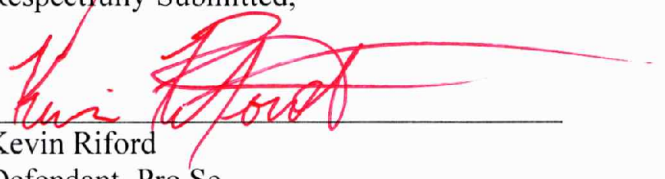
Thus, the existence of *actual prejudice or bias is irrelevant* where the mere appearance of impropriety exists, and New York judges have regularly been disqualified upon the appearance of bias even if the case could have been adjudicated without bias or partiality. See *Crawford v. Liz Claiborne, Inc.*, 45 A.D.3d 284 (1st Dep't 2007), reversed on other grounds, 11 N.Y.3d 810 (2008) (despite having "every confidence" in the lower court's ability to "preside fairly and impartially over the matter upon remand," case reassigned where the plaintiff raised a reasonable concern about the appearance of partiality).

**WHEREFORE**, Defendant respectfully moves that this Court:

1. Immediately recuse Justice Rodney A. Giove from this matter;
2. Reassign this case to a different judge to preserve the integrity of the judiciary;
3. Grant any such other and further relief as this Court deems just and proper.

Dated: July 22, 2025  
Wheatfield, NY

Respectfully Submitted,

A handwritten signature in red ink, appearing to read "Kevin Riford", is written over a horizontal line.

Kevin Riford  
Defendant, Pro Se  
3038 Michael Drive  
North Tonawanda, NY 14120

# EXHIBIT A

STATE OF NEW YORK  
FAMILY COURT : COUNTY OF NIAGARA

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PETER MARK DIARBAKERLY,

Petitioner,

-against-

Docket Nos. V-01990-22  
V-01991-22  
O-01992-22  
O-10993-22

KATIE LYNN RIFORD,

Respondent.

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Niagara County Courthouse  
175 Hawley Street  
Lockport, New York 14094  
May 25, 2023

**B e f o r e :**

HONORABLE ERIN P. DELABIO,  
Family Court Judge

**A p p e a r a n c e s :**

RANDY S. MARGULIS, ESQ.  
Appearing for the Petitioner

JASON J. CAFARELLA, ESQ.  
Appearing as Attorney for Children

**P r e s e n t :**

PETER MARK DIARBAKERLY,  
Petitioner

KATIE LYNN RIFORD,  
Respondent

CHRISTINA LITTLE,  
Ms. Riford's sister, present for part of  
proceedings

ASHLEY OVERHOLT, NYACR, NYRCR  
Senior Court Reporter

Ashley Overholt, NYACR, NYRCR  
Senior Court Reporter

# EXHIBIT B

1       retaliation, you, Judge Erin DeLabio, filed an  
2       illegal -- or created an illegal custody order granting  
3       a documented abuser of my children and I custody of the  
4       children, so, essentially, what you did was you  
5       kidnapped my children from me, a fit parent, who asked  
6       this Court time and time again for help, for protection,  
7       and you did nothing. You trafficked my children. You  
8       financially profited from it.

9       Jason Cafarella, the mafia-backed AFC, who is in  
10      the waiting room in a private room with Randy Margulis  
11      and Peter Diarbakerly, that is a major conflict of  
12      interest, from the very start everything has been  
13      illegal in this courtroom. You didn't even have a  
14      hearing when you switched custody illegally to Peter  
15      Diarbakerly. That is illegal. Okay? I have the right  
16      to due process. I have the right to be put on notice  
17      for a hearing before you transferred custody.

18               MR. CAFARELLA: Judge, I'm going to object to  
19      the opening statement.

20               MS. RIFORD: It's --

21               MR. CAFARELLA: It's outside of the scope of  
22      the two petitions. It's argumentative and it's  
23      irrelevant.

24               MS. RIFORD: It's stating facts.

25               MR. CAFARELLA: This is not a petition for an



# EXHIBIT C



NIAGARA COUNTY – STATE OF NEW YORK  
JOSEPH A. JASTRZEMSKI – NIAGARA COUNTY CLERK  
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2018-13184

Receipt#: 2018381711  
Clerk: MAF  
Rec Date: 08/02/2018 12:06:05 PM  
Doc Grp: MTG  
Descrip: MORTGAGE  
Num Pgs: 5

Party1: CAFARELLA JASON J  
Party2: GIOVE RODNEY A  
Town: NIAGARA FALLS

Recording:

Cover Page	8.00
Recording Fee	14.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

Sub Total: 42.00

Mortgage Tax	
Basic	200.00
Special Additional	100.00
Additional	75.00
Local	0.00

Sub Total: 375.00

Total: 417.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Mortgage Tax \*\*\*\*\*

Serial #: DJ-1929  
1-2 Family Home  
Mtg Amt: 40000.00

Basic	200.00
Special Additional	100.00
Additional	75.00

Total: 375.00

Record and Return To:

JASON J CAFARELLA PC  
BOX 21

WARNING\*\*\*

\*\* Information may change during the verification process and may not be reflected on this page.

Joseph A. Jastrzemski  
Niagara County Clerk

## **MORTGAGE**

**THIS MORTGAGE**, made the 1st day of August, 2018, between Jason J. Cafarella, 754 Park Place, Niagara Falls, New York 14301, the mortgagor, and Rodney A. Giove, 7025 Shawnee Road, North Tonawanda, New York 14120, the mortgagee.

**WITNESSETH**, that to secure the payment of an indebtedness in the sum of Forty Thousand (\$40,000.00) Dollars, lawful money of the United States, to be paid according to a certain Note bearing the same date herewith, the mortgagor hereby mortgages to the mortgagee property commonly referred to as 754 Park Place, City of Niagara Falls, County of Niagara, State of New York, and more specifically described in ATTACHED SCHEDULE A.

**TOGETHER** with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

**TOGETHER** with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning, and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fitting, and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

**TOGETHER** with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any said part of said premises or any easement therein, including any awards for changes of grades of street, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefore, and to apply the same towards the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

### **AND THE MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:**

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the

policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies and all other damages including full replacement value of the premises.

3. That the mortgagor will pay for any repairs or general maintenance required to keep the premises sale, clean and in good condition, including but not limited to, general yard maintenance and accumulated rubbish removal.
4. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
5. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for 15 days; or after default in the payment of any tax, water rate or assessment for 15 days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
6. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver along with reasonable attorney fees.
7. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.
8. That the mortgagor within 15 days upon request in person or within 15 days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
9. That notice and demand or request may be in writing and may be served in person or by mail.
10. That the mortgagor warrants the title to the premises.
11. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Jason J. Cafarella

On the 15 day of August in the year 2018, before me, the undersigned, personally appeared, Jason J. Cafarella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

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## Fidelity National Title Insurance Company

### SCHEDULE A (Description)

TITLE #: 12-84557

All that certain plot, piece or parcel of land, situate, lying and being in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 39 of the Mile Reserve and further described as being all that part of portion of subdivision lots 109 and 111 on the west side of Fifth Street, now known as Park Place, Reference for said sublots being "A Map of Parts of the Village of Niagara Falls, and Town of Niagara, Niagara County, New York" made for Jacob F. Schoellkopf, by Benjamin Rhodes, in the year 1879 and filed in the Niagara County Clerk's Office on April 8, 1880 and more particularly bounded and described as follows:

BEGINNING at a point in the west line of Fifth Street (now Park Place) 44 feet northwesterly from the intersection of the west line of Fifth Street (now Park Place) with the south line of Sublot 109;

RUNNING THENCE northerly along the west line of Fifth Street (now Park Place), 44 feet;

THENCE westerly on a line parallel with the north line of Sublot 109, 132 feet to an alley;

THENCE southerly along the rear lines of Sublots 111 and 109, a distance of 44 feet;

THENCE easterly on a line parallel with the north line of Sublot 109, 132 feet to the point or place of BEGINNING.

# EXHIBIT D



NIAGARA COUNTY – STATE OF NEW YORK  
JOSEPH A. JASTRZEMSKI – NIAGARA COUNTY CLERK  
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2018-13183

Receipt#: 2018381711  
Clerk: MAF  
Rec Date: 08/02/2018 12:06:05 PM  
Doc Grp: DEED  
Descrip: DEED  
Num Pgs: 3

Party1: GIOVE RODNEY  
Party2: CAFARELLA JASON  
Town: NIAGARA FALLS

Recording:

Cover Page	8.00
Recording Fee	11.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 169.00

Transfer Tax  
Transfer Tax 240.00

Sub Total: 240.00

Total: 409.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 24  
Transfer Tax

Transfer Tax 240.00

Total: 240.00

Record and Return To:

JASON J CAFARELLA PC  
BOX 21

WARNING\*\*\*

\*\* Information may change during the verification  
process and may not be reflected on this page.

Joseph A. Jastrzemski  
Niagara County Clerk



## WARRANTY DEED WITH FULL COVENANTS

**THIS INDENTURE**, made the 1st day of August, 2018 between Rodney Giove, 7025 Shawnee Road, North Tonawanda, New York 14120, party of the first part, and Jason Cafarella, 754 Park Place, Niagara Falls, New York 14301, party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of one (\$1.00) and more dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

### SEE ATTACHED SCHEDULE "A"

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**AND** the party of the first part covenants as follows: .

**FIRST.** That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

**SECOND.** That the party of the second part shall quietly enjoy the said premises;

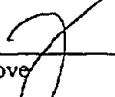
**THIRD.** That the said premises are free from encumbrances, except as aforesaid;

**FOURTH.** That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

**FIFTH.** That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed to read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

  
Rodney Giove

STATE OF NEW YORK )  
COUNTY OF NIAGARA ) ss.:

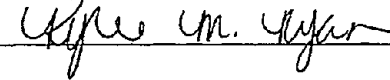
2018381711

2018-13183  
08/02/2018 12:06:05 PM  
3 Pages  
DEED

Joseph A. Jasirzemski, Niagara County Clerk

Clerk: MAF

On the 1<sup>st</sup> day of August in the year 2018, before me, the undersigned, personally appeared, Rodney Giove, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



**Kylee M. Ryan**  
Commissioner of Deed  
City of Niagara Falls  
Commission Expires December 31, 2019

## **Fidelity National Title Insurance Company**

### **SCHEDULE A (Description)**

**TITLE #: 12-84557**

All that certain plot, piece or parcel of land, situate, lying and being in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 39 of the Mile Reserve and further described as being all that part of portion of Subdivision Lots 109 and 111 on the west side of Fifth Street, now known as Park Place, Reference for said sublots being "A Map of Parts of the Village of Niagara Falls, and Town of Niagara, Niagara County, New York" made for Jacob F. Schoellkopf, by Benjamin Rhodes, in the year 1879 and filed in the Niagara County Clerk's Office on April 8, 1880 and more particularly bounded and described as follows:

**BEGINNING** at a point in the west line of Fifth Street (now Park Place) 44 feet northerly from the intersection of the west line of Fifth Street (now Park Place) with the south line of Sublot 109;

**RUNNING THENCE** northerly along the west line of Fifth Street (now Park Place), 44 feet;

**THENCE** westerly on a line parallel with the north line of Sublot 109, 132 feet to an alley;

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**THENCE** easterly on a line parallel with the north line of Sublot 109, 132 feet to the point or place of **BEGINNING**.

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# Cuomo sues 35 law firms over debt collection mess

By STEPHEN T. WATSON AND BRIAN HAYDEN

Updated

0

No one ever notified tens of thousands of New Yorkers in financial trouble that they were embroiled in a debt-related lawsuits. Courts handed out default judgments and froze assets, to the surprise of many unknowing consumers.

On Wednesday, state Attorney General Andrew Cuomo announced that his office was moving to have nearly 100,000 of those default judgments thrown out, including 11,428 in Western New York, by suing 35 law firms and two debt collectors in the state.

Cuomo, speaking from his office in the Main Place Tower in Buffalo, said the failure to properly notify debt holders occurred during the past five years.

Cuomo's lawsuit, filed Tuesday in Erie County Supreme Court, involves several local debt collectors and attorneys, including Advanced Litigation Services and attorneys Rodney Giove and Jason Cafarella, all at 2423 Hyde Park Blvd. in Niagara Falls; and Greater Niagara Holdings LLC in Amherst.

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Those parties and 33 others across the state used a Long Island company, American Legal Process, to draw up legal papers and notify their consumers of impending legal action on their debt. But ALP failed to provide consumers with the proper notification and paperwork, and legal action and default judgments soon followed on consumers. Cuomo's office estimated that the average default judgment totaled \$5,474.

Cafarella pointed the finger at ALP, saying he didn't know of the company's shoddy conduct.

"It's a shock to me, too," he said Wednesday. "Now that it's come to light, it's good that the attorney general is looking into it."

ALP covered up the scam by creating false testimony that stated that the consumers were aware of the impending legal action against them. Cuomo pressed criminal charges against ALP in April.



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"Just because you have a debt doesn't mean you forfeit your rights," Cuomo said. "The due process, access to courts, and fairness in courts is essential to the entire system,"

The state attorney general's office is continuing to investigate how much, if at all, the debt collection agencies and attorneys knew of ALP's illegal practices.

"There were some law firms that at least should have known something was fishy," Cuomo said.

He said that consumers who had their default judgment thrown out will still have to pay any remaining debts they have.

David Bookstaver, communications director for the New York State Unified Courts System, said the debt collection agencies will need to refile any judgments thrown out

in the cases. Bookstaver said the courts will delete the tens of thousands of defaults through a computerized filing system.

Of the 11,428 default judgments in Western New York, 4,808 were in Erie County; 2,778 were in Niagara County; 1,595 were in Chautauqua County; and the rest were in the remaining five counties.

The lawsuit was a relief to Kathy Baughman of Portville, whose complaint helped launch the ALP investigation. Baughman's bank account had been frozen without her knowledge last year after her and her husband had encountered some debt problems. It had been ALP's responsibility to notify her of the impending court action.

"The company was not taking care of what it should have been taking care of," Baughman said. "I had no inkling of what was going on."

e-mail: [bhayden@buffnews.com](mailto:bhayden@buffnews.com)

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# EXHIBIT F

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BERNARD LEWIS,

Plaintiff,

-v-

LEGAL SERVICING, LLC, et al.,

Defendants.

19 Civ. 8085 (PAE)

ORDER

PAUL A. ENGELMAYER, District Judge:

*Pro se* plaintiff Bernard Lewis brings this action against defendants Annemarie Steward, Legal Servicing, LLC (“Legal Servicing”), Robert T. Van De Mark (“Van De Mark”), North American Process Serving, LLC (“NAPS”), Rodney A. Giove (“Giove”), Robert Crandall (“Crandall”), William Singler (“Singler”), Resolution Management, LLC (“Resolution”), Mark H. Stein (“Stein”), and Erin Capital Management, LLC (“Erin Capital”). Lewis claims violations of New York Judiciary Law § 487(1), the Fair Debt Collection Practice Act (“FDCPA”), the Racketeer Influenced and Corrupt Organizations Act (“RICO”), and brings a claim for negligence. These all arise from two default judgments entered against Lewis in state court as a result of unpaid debt on a credit card originally issued to him by JP Morgan Chase Bank, N.A., a former defendant in this case.

Lewis has filed a motion for a default judgment against defendants Singler, Resolution, Stein, and Erin Capital. Dkt. 98. Stein has opposed Lewis’s motion for a default judgment and moved to vacate the entry of default against him. Dkt. 105. For the reasons that follow, Lewis’s motion for default judgment is denied, and Stein’s motion to vacate the Clerk’s Certificate of Default against him is granted.



(copy of criminal complaint against Singler and American Legal Process, Inc.), L (April 14, 2009 press release regarding Singler's arrest), N (verified petition of special proceeding to vacate default judgments). The Complaint alleges conclusorily that Giove and Steward directed Singler to "engage in sewer service upon [Lewis.]" *Id.* ¶ 153. The Complaint also alleges that Erin Capital engaged in "sewer service." *Id.* ¶ 121.

In June 2010, Legal Servicing, through its counsel Steward, assigned its default judgment to Resolution. *Id.* ¶ 63. Lewis alleges that on June 11, 2015, despite having assigned Legal Servicing's default judgment to Resolution, Steward filed a summons and complaint for a "judgment lien renewal" in the New York Supreme Court in Bronx County. *Id.* ¶¶ 65–66, 69. On February 25, 2016, "the Supreme Court entered an order granting Legal Servicing LLC, a default judgment lien renewal in the amount of \$31,007.85." *Id.* ¶ 71. On November 16, 2017, Legal Servicing, through Steward, filed a petition to auction a property in the Bronx belonging to Lewis to satisfy the judgment. *Id.* ¶ 72. Stein was allegedly the attorney who represented Resolution in its purchase of the default judgment from Legal Servicing. *Id.* ¶ 12.

The Complaint is not clear as to when Lewis discovered the renewed judgment and petition to auction his property. *Id.* ¶ 74. On October 1, 2018, Lewis filed a motion to "vacate the default judgment, judgment lien renewal, and dismissal for misrepresentation, fraud and lack of jurisdiction." *Id.* On June 6, 2019, the Supreme Court denied Lewis's motion. *Id.* ¶ 87; *see also* Dkt. 24-1 at 3–7 (June 6, 2019 order of New York Supreme Court Justice Brigantti granting the petition to force the sale of the property and denying Lewis' motion).

#### **B. Relevant Procedural History**

On August 29, 2019, Lewis filed his Complaint. Compl. On August 30, 2019, the case was referred to Judge Wang for general pretrial supervision. Dkt. 3. On December 10, 2019,

# EXHIBIT G

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SPECIAL REPORT

## MERCHANTS OF DEBT

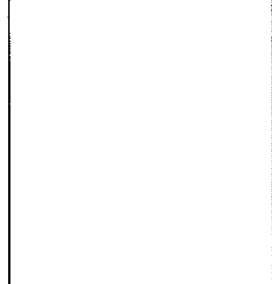
Buffalo collection firms are part of an industry that too often uses threats and lies to collect millions in unpaid bills

By FRED O. WILLIAMS  
News Business Reporter  
7/23/2006



Harry Scull Jr./Buffalo News

Joel Castle, a debt collection pioneer in Buffalo, says some agencies need to be reined in. "There have been people in the past that have crossed the line, (but) I've never seen it as bad as now."

[Click to view larger picture](#)

Buffalo debt collectors are spreading havoc.

They coerced Sally Beckmann to pay \$5,300 in credit card bills - and it wasn't her card.

They rained calls on Nadine Frankenfield as she tried to recover from lung surgery, then denied it.

And they told Barbara Roan to pay her ex-husband's \$7,300 debt or go to jail.

"I was afraid to open my door because there might be a cop there to arrest me," the Illinois grandmother said.

People don't get sent to debtors prison anymore. In fact, it's against the law for collectors to shake people down with false threats and harassment.

But that's what some collectors - even law firms - are doing. And Buffalo, a hub for the collection industry, is prominent in debtors' complaints.

"There must be something in the water in Buffalo that makes people mean," said Dale Pittman, a Petersburg, Va., lawyer who has sued area agencies. In a six-month investigation into the debt collection industry, The Buffalo News found:

- Complaints filed with federal regulators

have quadrupled in four years - led by people who say they don't owe money. State regulators also see surges in complaints.

- Banks sell their old debts on a wide-open market and then turn their backs on illegal and unethical collection tactics.


- The \$1,000 civil penalty faced by unscrupulous collectors has been the same for 30 years, making aggressive tactics profitable.


"The whole nature of the industry is there are incentives to be aggressive," said Peggy L. Twohig, an official in the Federal Trade Commission's Bureau of Consumer Protection. "The



- Carpet Factory Outlet
- Ryan Homes
- First Niagara Bank
- KeyBank
- Premier Group
- Macaroon's
- Travel Usa Central
- Fillippo's
- Orazio's
- Valley Inn Barbeque (The)

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 ▶ Pets911  
 ▶ Recent Home Sales  
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collector makes more if they collect more debts - the incentive is there to cross the line."

Agencies usually keep 10 cents to 50 cents of each dollar they collect, and their workers earn more the more they bring in.

Collectors say that deadbeats file groundless complaints to wiggle out of paying and that real abuses are a tiny fraction of the calls they make.

The consumer outcry "is largely due to the fact that there's a tremendous amount of bad debt that's being referred to collectors," said Rozanne M. Andersen, general counsel of ACA International in Minneapolis, formerly the American Collection Association.

Consumer debts are up 16 percent since 2001, and last year's bankruptcy law changes will make it harder to erase them. Collection agencies have added almost 10,000 jobs in the past four years.

But an increase in dunning calls isn't the whole story, consumer advocates say.

"When you compare the amount [collectors] pay for lawsuits compared to what they collect, it's a cost of doing business," Amherst consumer lawyer Kenneth Hiller said.

## Fingers point at Buffalo

Consumers are howling about abusive tactics. And while Buffalo collectors are hardly the sole culprit, many fingers are pointing in this direction.

Watchdog agencies in Maine, Idaho, Colorado and New York have come down on Buffalo-area firms, while the FTC collects more than 500 complaints a year about the area.

Consumer lawyers say Buffalo is driving many clients like Beckmann, Frankenfield and Barbara Roan to their doors. Roan laughed, at first, when the woman from Lenahan Law Office told her to pay \$7,300 for her ex-husband's six-year-old credit card bills. She hadn't spoken to him for years. But the caller said she faced a criminal charge.

"She finally got me convinced," Roan said of the collector. "She kept telling me I needed a lawyer because I was going to jail - I was such a nervous wreck I went to the doctor."

Besides going on antidepressants, the incident also forced her to contact her ex-husband for the first time in years - to ask if he had accused her of fraud. "I didn't want to [call]," Roan said, "but I wanted to find out what was going on."

When another Illinois woman came forward with a tale of similar threats, a federal judge fined the Buffalo-area firm the standard \$1,000 federal penalty - plus \$150,000 in state punitive damages.

"Why has Buffalo become the debt collection capital of America - the steel mills are gone and this is what they chose to replace them with?" asked Richard N. Feferman, a New Mexico lawyer and Eggertsville native. "It's an industry that's a little out of control."

The phrase "Buffalo-style collecting" appeared in a New Jersey newspaper, the Randolph Reporter, in February as a synonym for tough tactics.

The industry shows a different face to the local economy. One agency owner wears the license plate "WELUVDBT" on his Land Rover. That could be the motto for the entire region: Call centers from downtown Buffalo to rural Wyoming County make this one of the collection industry's top 10 hubs. The offices employ some 5,000 people, and the pay is good. Workers earn \$34,000 a year on average. A grateful state gave \$1.4 million in taxpayer money to area agencies since 2002.

"Collections is a legitimate industry - it's not run by a bunch of thugs," said Larry Costa, marketing vice president at Capital Management Services in Buffalo.

## A few bad apples?

The region hosts some 43 collection agencies, including an office of the nation's biggest, NCO Financial.

The actions of a few companies shouldn't tarnish the industry's reputation, Costa said. "There are good, highly reputable firms here," he said. "There may be ones that are questionable, but that's not unique."

But other collectors called for stronger enforcement to rein in harsh tactics.

"The FTC and the attorney general haven't really done what they should be doing," said Joel Castle, a second-generation collector and a founder of the industry's Buffalo presence.

"There have been people in the past that have crossed the line, [but] I've never seen it as bad as now with these law firms that are in collections," he said.

Several collection offices that operate as law firms around Buffalo are using abusive tactics, according to regulators and consumer lawyers around the country. The owners of Lenahan Law Offices went bankrupt in December under the weight of court penalties for collection abuses. Giove Law Office was banned from collecting in Idaho for threatening debtors with criminal charges. Collins Law Office agreed to stop calling Maine consumers after a crackdown by state consumer officials.

Officials also point the finger at some of the area's oldest and largest collectors. Creditors Interchange in Cheektowaga paid New York's attorney general \$60,000 in 2003 to settle complaints about revealing people's debts to outsiders. The next year, Minnesota fined the company \$10,000 for false threats and other violations.

Even industry leader NCO Financial, with an office in Getzville, has come under fire. In January the company paid \$300,000 to Pennsylvania's attorney general to settle 800 complaints from around the country.

NCO and Creditors Interchange denied wrongdoing.

Collection is a necessary cog in a debt-fueled economy, but collectors who push too hard can jeopardize jobs with a barrage of calls to the office, damage reputations by revealing debts to outsiders and make people cower in their homes with fear.

Even worse, the pressure isn't reserved for debtors. A growing number of people say they're being hounded for money they don't owe. At the FTC, 42 percent of complaints charge that collectors had the wrong person or demanded extra money.

## Paying another's bills

Seattle-area resident Sally Beckmann paid \$5,300 in credit card charges in 2004 after a collector convinced her she was on the hook for her sister's bill.

"They threatened to garnish my wages and put a lien on my house," the supermarket worker said. "They had so much information, I just believed it."

The collector said her sister put Beckmann's name on a credit card application, but the sister denied it and took the collector to court. Beckmann wound up getting her money back when her sister settled with Giove Law Office in Niagara Falls. The incident tore a rift in her family, she said.

"I had put out \$5,500, so I was a little irked," Beckmann said. "We wanted to retire - this put a wedge between us. It was bitter for a while."

Rodney A. Giove denied wrongdoing in court papers and didn't respond to inquiries.

Abusive practices can spread quickly, one Buffalo-area worker said. "There's so much money to be made, it's easy to cross the line," he said. At this worker's office, managers gave lucrative accounts to top performers while turning a deaf ear to their tactics. Aggressive collectors pulled down bonuses of \$4,000 a month and threats became common, even though managers officially denounced them.

"The bottom line was how much money you were putting on the board," the worker said. "I heard collectors threatening children on the phone [that] the marshals would be there to take their mother and father away."

Mere telephone calls - even threatening ones - may seem harmless, but they can squeeze some people like a vise.

Nadine Frankenfield was resting at home in Bethlehem, Pa., after lung cancer surgery when a collector barraged her with angry calls. When she told him to stop because she was short of breath, the man said he "didn't call to hear about your lungs," she said in court papers.

The company, National Action Financial Services in Amherst, denied making the calls, but phone company records showed seven calls on a single day in 2003.

Frankenfield's court case turned up a training booklet that urged workers to exploit "gray areas" in rules against false threats by using "hypothetical statements" instead of explicit threats. Company officials didn't respond to questions.

## Collectors explain surge

Industry representatives aren't convinced that abuses are growing. Friction with debtors is a fact of life in the collection business, and a slowdown in the rise of FTC complaints last year shows the trend is "turning the corner," Andersen of the industry association ACA said.

While collectors say that deadbeats use complaints to skip debts, consumer advocates say that many other people face threats and harassment in silence.

Buffalo isn't just a source of the problems, it's also a target. Metro area residents filed 121 complaints about collectors with the FTC last year, among 2,700 statewide.

## Industry rolls on

Fighting with consumers isn't hurting the collection industry's growth. In Erie County, jobs leapt 35 percent in three years through 2004, and agencies say they're poised to expand further. Since Jan. 1, four collectors announced expansion plans that could add another 855 workers by 2008.

"In bad economic times, business is good. In good economic times, business is better," said Castle, the former head of Great Lakes Collection Bureau, one of the nation's largest agencies before he sold it in 1997. Now he's starting another agency in Amherst that he says will grow bigger than Great Lakes.

"There is a bubble coming down in debt," he said, "that I think is going to be unprecedented."

*e-mail: [fwilliams@buffnews.com](mailto:fwilliams@buffnews.com)*

*Tomorrow: Terrorizing tactics of rogue collectors.*



# EXHIBIT H

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA,

Plaintiff,

v.

24-CV-1225

THE ADJOINING REAL PROPERTIES AND  
PREMISES WITH ITS BUILDINGS,  
IMPROVEMENTS, FIXTURES, ATTACHMENTS  
AND EASEMENTS LOCATED AT 327 HYDE  
PARK BOULEVARD, NIAGARA FALLS, NEW  
YORK AND 3322 CHURCH AVENUE, NIAGARA  
FALLS, NEW YORK THAT IS, ALL THAT TRACT  
OR PARCEL OF LAND, SITUATED IN THE CITY  
OF NIAGARA FALLS, COUNTY OF NIAGARA,  
STATE OF NEW YORK, AND MORE  
PARTICULARLY DESCRIBED IN A CERTAIN  
DEED RECORDED IN THE NIAGARA COUNTY  
CLERK'S OFFICE UNDER INSTRUMENT  
NUMBER 2022-17644,

Defendant *in rem*.

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**VERIFIED COMPLAINT FOR FORFEITURE**

The United States of America, by its attorneys, Trini E. Ross, United States Attorney for the Western District of New York and Elizabeth M. Palma, Assistant United States Attorney, of counsel, for its Verified Complaint herein alleges as follows in accordance with Title 18, United States Code, Section 985 and Rule G(2) Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Forfeiture Actions:



### **NATURE OF ACTION**

1. This is a civil forfeiture action *in rem* pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), and/or Title 21, United States Code, Section 881(a)(7).

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction over an action commenced by the United States pursuant to Title 28, United States Code, Section 1345 and over an action for forfeiture pursuant to Title 28, United States Code, Section 1355(a). This Court has *in rem* jurisdiction pursuant to Title 28, United States Code, Section 1355(b) because the acts or omissions giving rise to the forfeiture occurred in the Western District of New York. Venue is properly premised in the Western District of New York pursuant to Title 28, United States Code, Section 1395 because the defendant real property is found within the Western District of New York.

### **THE DEFENDANT *IN REM***

3. The defendant *in rem* is the adjoining real properties and premises with its buildings, improvements, fixtures, attachments and easements located at 327 Hyde Park Boulevard, Niagara Falls, New York and 3322 Church Avenue, Niagara Falls, New York that is, all that tract or parcel of land, situated in the City of Niagara Falls, County of Niagara, State of New York, and more particularly described in a certain deed recorded in the Niagara County Clerk's Office under Instrument Number 2022-17644, further described in the attached Exhibit A (hereinafter, the "Defendant Real Property").

4. The Defendant Real Property is titled in the name of “DREAM HOMES PROPERTY MANAGEMENT, LLC”.

**RELEVANT STATUTORY AUTHORITY**

**Title 18, United States Code, Section 1343** provides in relevant part:

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined, imprisoned or both.

**Title 18, United States Code, Section 1956(c)(7)(A)**, provides in relevant part that the term “specified unlawful activity” includes offenses listed in Title 18, United States Code, Section 1961(1)(B).

**Title 18, United States Code, Section 1961(1)(B)**, lists Title 18, United States Code, Section 1343 (wire fraud), as an offense that constitutes “specified unlawful activity.”

**Title 18, United States Code, Section 1957** provides in relevant part:

Whoever, in any of the circumstances set forth in subsection (d), knowingly engages or attempts to engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and is derived from specified unlawful activity, shall be punished as provided in subsection (b).

**Title 21, United States Code, Section 841(a)(1)** provides in relevant part:

[I]t shall be unlawful for any person knowingly or intentionally (1) to manufacture, distribute, or dispense, a controlled substance; or (2) to create, distribute, or dispense, or possess with intent to distribute or dispense, a counterfeit substance.

**Title 21, United States Code, Section 856(a)(1)** provides:

Except as authorized by this subchapter, it shall be unlawful to:  
(1) knowingly, open, lease, rent, use, or maintain any place whether permanently or temporarily, for the purpose of manufacturing, distributing, or using any controlled substance[.]

#### **RELEVANT FORFEITURE AUTHORITY**

**Title 18, United States Code, Sections 981(a)(1)(A) and (C)** provide in relevant part, the following is subject to forfeiture:

(A) Any property, real or personal, involved in a transaction or attempted transaction in violation of section . . . 1957, of this title, or any property traceable to such property; or . . .

(C) Any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of...any offense constituting "specified unlawful activity" (as defined in section 1956(c)(7) of this title), or a conspiracy to commit such offense;

**Title 21, United States Code, Section 881(a)(7)** provides that the following is subject to forfeiture:

(7) All real property, including any right, title, and interest (including any leasehold interest) in the whole of any lot or tract of land and any appurtenances or improvements, which is used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of, a violation of this subchapter.

#### **REVELANT ENTITIES**

5. DREAM HOMES PROPERTY MANAGEMENT, LLC is an active domestic limited liability company ("LLC"). According to the New York State Department of State, Division of Corporations ("NYS DOS DOC"), public records show that DREAM HOMES PROPERTY MANAGEMENT, LLC was established in Niagara County, in the

state of New York, on or about December 31, 2013. Rashawn Salmon ("SALMON") is the sole member and president of DREAM HOMES PROPERTY MANAGEMENT, LLC.

### **OVERVIEW OF THE ECONOMIC INJURY DISASTER LOAN PROGRAM**

6. The United States Small Business Administration ("SBA") is a United States government agency that provides support to entrepreneurs and small businesses. The SBA was created in 1953 as an independent agency of the federal government to aid, counsel, assist and protect the interests of small business concerns, to preserve free competitive enterprise and to maintain and strengthen the overall economy of our nation. The SBA aids and assists small businesses in the economic recovery of communities after disasters. Among the services historically provided by the SBA to assist entrepreneurs and small businesses has been the ability under Title 15, United States Code, Sections 636(b), (d) and (f), and 657n, to grant loans to qualifying businesses suffering from the effects of declared disasters.

7. On or about March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was enacted into federal law to provide emergency financial assistance to millions of Americans who were suffering the economic effects caused by the COVID-19 pandemic. One of the provisions included in the CARES Act was funding provided to the SBA for the Economic Injury Disaster Loan ("EIDL") program. The EIDL program was designed to provide economic relief to small businesses, defined as businesses employing five hundred (500) or fewer employees that were experiencing a temporary loss of revenue due to COVID-19. The EIDL program provided low interest loans to pay for expenses that could have been met had the pandemic not occurred, including payroll, paid

sick leave for employees, increased production costs due to supply chain disruptions, and business obligations such as debts, rent, and mortgage payments. The maximum loan amount under this EIDL program was originally \$150,000.00, however the SBA announced that the maximum EIDL amount was to be increased to \$500,000.00 beginning the week of April 6, 2021. The EIDL loans had an interest rate of 3.75% and could have a maturity of up to thirty (30) years.

8. To obtain an EIDL, a qualifying business had to submit a loan application signed by an authorized representative for the business. As part of the application process, the authorized representative was required to acknowledge the rules and conditions of the EIDL program and make certain affirmative certifications. EIDL loans were processed and funded directly by the SBA. Information posted on the SBA website<sup>1</sup> describes how EIDL proceeds could and could not be used:

- Working capital and normal expenses such as the continuation of health care benefits, rent, utilities, and fixed debt payments.
- *EIDL funds cannot be used for expanding facilities, buying fixed assets, repairing physical damages, refinancing debt, paying out dividends or bonuses, or paying back loans to stockholders or principals (emphasis added).*

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<sup>1</sup> <https://www.sba.gov/funding-programs/disaster-assistance/economic-injury-disaster-loans>

**FACTUAL BASIS FOR FORFEITURE**

**SALMON's EIDL Application**

9. On or about December 22, 2021, the SBA received application number 3325865704 in the name of Rashawn SALMON, which had been submitted to the SBA over the internet by means of interstate wire communications *via* IP address 72.43.19.106, seeking a loan in the amount of \$146,800.00.

10. The application listed SALMON as the 100 percent owner of a sole proprietorship involved in property management and realty, doing business at 9680 Niagara Falls Boulevard, Unit 523, Niagara Falls, New York, 14304.

11. On or about February 2, 2022, the Loan Authorization and Agreement was electronically signed with the name Rashawn SALMON.

12. This agreement contained certifications that all representations in the EIDL application were “true, correct and complete and are offered to induce SBA to make this Loan [.]” and contained warnings of penalties for misapplication of proceeds and false statements or misrepresentations to the SBA, including potential criminal violations.

13. Additionally, this agreement states that the borrower will “use all proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster.”

14. The SBA approved SALMON's application and the EIDL was funded.

15. On or about February 8, 2022, a wire transfer in the amount of \$146,700.00 was transmitted from the SBA into Bank of America account number ending in 0792, held in the name of Rashawn SALMON.

**Purchase of the Defendant Real Property**

16. On or about September 6, 2022, a cashier's check in the amount of \$141,022.09 was disbursed from Bank of America account ending in 0792 and made payable to 8001 Buffalo Ave., Inc., for the purchase of the Defendant Real Property.

17. The funds drawn upon the check to 8001 Buffalo Ave., Inc. included more than \$10,000.00 of the funds SALMON received from the SBA as a result of SALMON's approved EIDL application.

18. On or about September 6, 2022, DREAM HOMES PROPERTY MANAGEMENT, LLC purchased the Defendant Real Property from 8001 Buffalo Ave., Inc., in the amount of \$150,000.00, as reflected in Exhibit A.

19. A check of public records on or about December 11, 2024, indicates DREAM HOMES PROPERTY MANAGEMENT, LLC as the current owner of the Defendant Real Property.

**Federal Search Warrant Executed at 327 Hyde Park Boulevard, Niagara Falls, New York  
and SALMON's residence**

20. On or about August 27, 2024, a federal search warrant was issued by the Honorable Michael J. Roemer, United States Magistrate Judge, which authorized the search of 327 Hyde Park Boulevard, Niagara Falls, New York, and SALMON's residence.

21. On or about August 28, 2024, the Federal Bureau of Investigation Buffalo executed the search warrant at 327 Hyde Park Boulevard in Niagara Falls, New York and SALMON's residence.

22. Among other items, suspected drugs in the form of a white powder substance were seized from 327 Hyde Park Boulevard, Niagara Falls, New York.

23. Lab reports from the Drug Enforcement Administration Northeast Laboratory dated September 26, 2024 and October 10, 2024, reported the suspected drugs were:

- a. approximately 1008.2 grams of fentanyl, a listed Schedule II controlled substance; and
- b. approximately 873.7 grams of fluorofentanyl, a listed Schedule I controlled substance and an analogue of fentanyl.

**SALMON's Post *Miranda* Statements**

24. On or about August 28, 2024, SALMON was detained during the execution of the search warrant at his residence and advised of his *Miranda* Rights. SALMON waived his rights in writing and agreed to speak with law enforcement.



25. In this interview with law enforcement, SALMON admitted he received over \$100,000.00 in United States dollars from a government business loan two (2) years prior.

26. SALMON also admitted he purchased the Defendant Real Property with monies received from the EIDL he obtained from the SBA.

### **CONCLUSION AND REQUEST FOR RELIEF**

27. Based on all of the foregoing facts, the circumstances surrounding these facts, and the experience and training of the law enforcement officers involved, there is a reasonable belief that the Defendant Real Property is: (1) property, real or personal, which constitutes or is derived from proceeds traceable to a violation of...any offense constituting "specified unlawful activity," such as wire fraud in violation of Title 18, United States Code, Section 1343; (2) property real or personal, involved in a monetary transaction of more than \$10,000 of proceeds derived from a specified unlawful activity (Title, 18, United States Code, Section 1957), or any property traceable to such property; and/or (3) all real property, including any right, title, and interest, in the whole of any lot or tract of land and any appurtenances or improvements, which is used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of, violations of Title 21, United States Code, Sections 841(a) and 856(a)(1), and therefore, is subject to forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), and/or Title 21 United States Code, Section 881(a)(7).

WHEREFORE, the United States of America respectfully requests that:

- (1) a Notice of Complaint for Forfeiture against the Defendant Real Property be issued for the Defendant Real Property;
- (2) notice of this action be given to all persons known or thought to have an interest in or right against the Defendant Real Property;
- (3) a judgment be entered declaring the Defendant Real Property condemned and forfeited to the United States of America for disposition in accordance with the law;
- (4) the costs of this suit be paid to and recovered by the United States of America; and
- (5) the Court grant such other and further relief as deemed just and proper.

DATED: December 11, 2024  
Buffalo, New York.

TRINI E. ROSS  
United States Attorney  
Western District of New York

By: /s/ Elizabeth M. Palma  
ELIZABETH M. PALMA  
Assistant United States Attorney  
United States Attorney's Office  
Western District of New York  
138 Delaware Avenue  
Buffalo, New York 14202  
(716) 843-5860  
[elizabeth.palma@usdoj.gov](mailto:elizabeth.palma@usdoj.gov)

STATE OF NEW YORK    )  
COUNTY OF ERIE        )       ss.:  
CITY OF BUFFALO        )

Special Agent Curtis R. Middlebrooks, being duly sworn, deposes and says:

I am a Special Agent with the Federal Bureau of Investigation ("FBI"), in Buffalo New York, in the Western District of New York. I am familiar with the facts and circumstances surrounding the Defendant Real Property. The facts alleged in the Verified Complaint for Forfeiture are true to the best of my knowledge and belief based upon information furnished to me by officials of the FBI and provided to the officials of the United States Attorney's Office.

/s/ Curtis R. Middlebrooks  
Curtis R. Middlebrooks  
Special Agent  
Federal Bureau of Investigation

Subscribed and sworn to before me this 11<sup>th</sup> of December 2024.

/s/ Cheryl Lotempio  
CHERYL LOTEMPPIO

Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 6-30-2026

# **EXHIBIT A**



NIAGARA COUNTY – STATE OF NEW YORK  
JOSEPH A. JASTRZEMSKI – NIAGARA COUNTY CLERK  
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2022-17644

Receipt#: 2022568435  
Clerk: HA  
Rec Date: 09/08/2022 01:12:53 PM  
Doc Grp: DEED  
Descrip: DEED  
Num Pgs: 2

Party1: 8001 BUFFALO AVE INC  
Party2: DREAM HOMES PROPERTY MANAGEMENT  
LLC  
Town: NIAGARA FALLS  
159.44-1-72  
159.44-1-74

Recording:

Cover Page	8.00
Recording Fee	8.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 176.00

Transfer Tax  
Transfer Tax 600.00

Sub Total: 600.00

Total: 776.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 744  
Transfer Tax

Transfer Tax 600.00

Total: 600.00

Record and Return To:

RODNEY A GIOVE ESQ  
BOX 21

WARNING\*\*\*

\*\* Information may change during the verification  
process and may not be reflected on this page.

Joseph A. Jastrzemski  
Niagara County Clerk

Corporation Warranty Deed with Lien Covenant

BE IT KNOWN, this Indenture made on the 6<sup>th</sup> day of September, 2022, by and between8001 BUFFALO AVE., INC., a New York Corporation with a principal mailing address at ~~P.O. Box 2717~~ 8001 Buffalo Ave, Niagara Falls, New York 14302-1

party of the first part, and

DREAM HOMES PROPERTY MANAGEMENT, LLC, 256 3<sup>rd</sup> Street, Suite 102, #106  
Niagara Falls, New York 14303

party of the second part,

Witnesseth that the party of the first part, in consideration of ONE and MORE ----- Dollars (\$1.00 and More) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that Tract or Parcel of Land, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 45 Mile Reserve and being known as Sublot 250 as shown on a Re-Subdivision Map made by James M. McIntyre, P.L.S. January 30, 2006 and filed in the Niagara County Clerk's Office on July 31, 2006 in Book 61 of Microfilmed Maps, at Page 6171 and being more particularly bounded and described as follows:

BEGINNING at a point on the north line of Church Avenue where the same is intersected with the easterly line of Packard Road; running thence northeasterly along the easterly line of Packard Road and at an interior angle of 54° 07' 07" to a point located in the southerly line of a 12 foot wide alley; running thence easterly at an interior angle of 125° 50' and along the southerly line of a 12 foot wide alley to a point which is 10 feet west of the northwest corner of old Sublot 21; running thence southerly at an interior angle of 89° 42' 52" to a point on the north line of Church Avenue; running thence westerly at an interior angle of 90° 20' and along the north line of Church Avenue, 201.18 feet to the point or place of beginning.

AND

All that Tract or Parcel of Land, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 46, Mile Reserve, known as and being part of Lot 20 and the easterly ten (10) feet of Lot 21 on the north side of Central Court (now Church Avenue) according to a Map made by W.C. Johnson, C.E. August 1901 and filed in Niagara County Clerk's Office September 10, 1901, now in Book 3 of Microfilmed Maps at page 202.

Together, with the appurtenances and all the estate and rights of the party of the first part in and to the said premises,

To have and to hold the premises herein granted unto the said party of the second part, the heirs or successors and assigns the party of the second part forever.

And, the said party of the first part covenants as follows:

First - That the party of the second part shall quietly enjoy the said premises.

Second - That the part of the first part will forever WARRANT the title to said premises.

Third - the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Fourth - That the conveyance described herein has been authorized and approved by the Directors of the party of the first part by Resolutions duly adopted on even date herewith and the conveyance of said property(ies) does not constitute a sale of all or substantially all of the assets of the party of the first part.

In Witness Whereof, the said party of the first part has hereunto duly executed this instrument on the date and year first above written.

In Presence of

8001 BUFFALO AVE., INC.

{L.S.}

THOMAS J. JACOB, President

{L.S.}

State of New York, County of Niagara ss:

On the 6<sup>th</sup> day of September, in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared THOMAS J. JACOB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instruments, the individuals or the persons upon behalf of which the individuals acted, executed the instruments.

Notary Public -

JOHN J. DELMONTE

Notary Public, State of New York

Qualified in Erie County

Reg. No. 020E4718124

My Commission Expires October 31, 2026

2022569435

2022-17644

09/08/2022 01:12:53 PM

2 Pages

DEED

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

U.S. Attorney's Office - Western District of New York

Assistant U.S. Attorney

## DEFENDANTS

THE ADJOINING REAL PROPERTIES AND PREMISES WITH ITS BUILDINGS, IMPROVEMENTS, FIXTURES, ATTACHMENTS AND EASEMENTS LOCATED AT 327 HYDE PARK BOULEVARD, NIAGARA FALLS, NEW YORK AND 3322 CHURCH AVENUE, NIAGARA FALLS, NEW YORK THAT IS, ALL THAT TRACT OR PARCEL OF LAND, SITUATED IN THE CITY OF NIAGARA FALLS, COUNTY OF NIAGARA, STATE OF NEW YORK, AND MORE PARTICULARLY DESCRIBED IN A CERTAIN DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE UNDER INSTRUMENT NUMBER 2022-17644

County of Residence of First Listed Defendant Niagara

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>LABOR</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <input type="checkbox"/> Habes Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), and/or Title 21 United States Code, Section 881(a)(7)

Brief description of cause: forfeiture of property

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

## DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE John L. SinatraDOCKET NUMBER 24-CR-156DATE  
December 12, 2024SIGNATURE OF ATTORNEY OF RECORD  
ELIZABETH PALMADigitally signed by ELIZABETH PALMA  
Date: 2024.12.12 15:55:08 -05'00'

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA,

Plaintiff,

v.

24-CV-1225

THE ADJOINING REAL PROPERTIES AND  
PREMISES WITH ITS BUILDINGS,  
IMPROVEMENTS, FIXTURES, ATTACHMENTS  
AND EASEMENTS LOCATED AT 327 HYDE  
PARK BOULEVARD, NIAGARA FALLS, NEW  
YORK AND 3322 CHURCH AVENUE, NIAGARA  
FALLS, NEW YORK THAT IS, ALL THAT TRACT  
OR PARCEL OF LAND, SITUATED IN THE CITY  
OF NIAGARA FALLS, COUNTY OF NIAGARA,  
STATE OF NEW YORK, AND MORE  
PARTICULARLY DESCRIBED IN A CERTAIN  
DEED RECORDED IN THE NIAGARA COUNTY  
CLERK'S OFFICE UNDER INSTRUMENT  
NUMBER 2022-17644,

Defendant *in rem*.

---

**NOTICE OF COMPLAINT FOR FORFEITURE**  
**AGAINST REAL PROPERTY**

**TO: UNITED STATES MARSHALS SERVICE FOR THE WESTERN DISTRICT OF NEW  
YORK AND/OR ANY OTHER DULY AUTHORIZED LAW ENFORCEMENT  
OFFICER:**

**WHEREAS**, on December 12, 2024, a Verified Complaint of Forfeiture was filed in the United States District Court for the Western District of New York, by Trini E. Ross, United States Attorney, on behalf of the United States of America, plaintiff, alleging that the defendant *in rem* is subject to seizure and forfeiture to the United States pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), and/or Title 21 United States Code, Section 881(a)(7).

**YOU ARE, THEREFORE, HEREBY COMMANDED** to provide notice of this action to all persons thought to have an interest in or claim against the defendant *in rem*, and that you promptly, after execution of this process, file the same in this Court with your return thereon.

All persons asserting an interest in the defendant *in rem* and who have received direct notice of the forfeiture action must file a verified claim with the Clerk of this Court pursuant to Rule G(5) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, **thirty-five (35) days** after the notice is sent; or if notice was published but direct notice was not sent to the claimant or the claimant's attorney, a claim must be filed no later than thirty (30) days after final publication of newspaper notice or legal notice or no later than sixty (60) days after the first day of publication on an

**SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**



official internet government forfeiture site; or within the time that the Court allows, provided any request for an extension of time from the Court is made prior to the expiration of time which the person must file such verified claim. In addition, any person having filed such a claim shall also serve and file an answer to the complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure within **twenty-one (21) days** after filing the claim.

Supplemental Rule G(5) provides in pertinent part: "[t]he claim must: (A) identify the specific property claimed; (B) identify the claimant and state the claimant's interest in the property; (C) be signed by the claimant under penalty of perjury; and (D) be served on the government attorney designated under Rule G(4)(a)(ii)(C) or (b)(ii)(D)."

All persons asserting an interest in the defendant *in rem* are required to file a claim in the Clerk's Office and to answer the complaint within the times above fixed: otherwise, judgment by default will be filed for the relief demanded in the complaint.

Claims and Answers are to be filed with the Clerk, United States District Court for the Western District of New York, 2 Niagara Square, Buffalo, New York 14202, with a copy thereof sent to Assistant United States Attorney Elizabeth M. Palma, 138 Delaware Avenue, Buffalo, New York. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Additional procedures and regulations regarding this forfeiture action are found at Title 19, United States Code, Sections 1602-1621, Title 28 Code of Federal Regulations, Section 9, and Title 18, United States Code, Section 985.

In accordance with Title 18, United States Code, Section 985, this Notice shall be posted on the defendant *in rem* and served on the property owner(s), along with a copy of the Complaint for Forfeiture.

WITNESS THE HONORABLE	UNITED STATES DISTRICT JUDGE AT	
DATE	CLERK	
	(BY) DEPUTY CLERK	

**United States Marshals Service's Return**

DISTRICT	DATE RECEIVED	DATE EXECUTED
U.S. MARSHAL	(BY) DEPUTY MARSHAL	

# EXHIBIT I



NIAGARA COUNTY – STATE OF NEW YORK  
JOSEPH A. JASTRZEMSKI – NIAGARA COUNTY CLERK  
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	8.00
Recording Fee	29.00
Cultural Ed	14.25
Records Management – Coun	1.00
Records Management – Stat	4.75

INSTRUMENT #: 2025-08180

Receipt#: 2025691169  
Clerk: DB  
Rec Date: 06/09/2025 02:06:06 PM  
Doc Grp: DEED  
Descrip: AFFIDAVIT  
Num Pgs: 9

Total: 57.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Party1: SALMON RASHAWN  
GIOVE RODNEY A  
Party2: SALMON RASHAWN  
GIOVE RODNEY A

Record and Return To:

RODNEY GIOVE ESQ  
BOX 21

WARNING\*\*\*

\*\* Information may change during the verification process and may not be reflected on this page.

Joseph A. Jastrzemski  
Niagara County Clerk

**POWER OF ATTORNEY  
FULL FORCE AND EFFECT AFFIDAVIT**

STATE OF NEW YORK :  
: ss.:  
COUNTY OF NIAGARA :

Rodney A. Giove, being duly sworn, deposes and says as follows:

1. I am (the)(an) agent named in the Power of Attorney (hereafter "Power of Attorney") made by Rashawn Salmon, as principal (the "Principal"), dated February 20, 2025, a copy of which is attached herewith.
2. I do not have actual notice that the Power of Attorney has been modified in any way that would affect my ability to authorize or engage in the present transaction for which the Power of Attorney is being used, or notice of any facts indicating the Power of Attorney has been so modified.
3. I do not have actual notice of the termination or revocation of the Power of Attorney, or notice of any facts indicating that the Power of Attorney has been terminated or revoked, and the Power of Attorney remains in full force and effect.

\_\_\_\_\_  
Rodney A. Giove

Sworn to before me this 9<sup>th</sup>  
day of JUN, 2025.

\_\_\_\_\_  
Notary Public

SANTINO CAFARELLA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02CA0033251  
Qualified in Niagara County  
Commission Expires Jan. 28, 2029

2025681169

**2025-08180**  
06/09/2025 02:06:06 PM  
9 Pages  
AFFIDAVIT

Joseph A. Jastrzemski, Niagara County Clerk

Clerk: DB



## POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

(a) **CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.nysenate.gov](http://www.nysenate.gov) or [www.nyassembly.gov](http://www.nyassembly.gov).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) **DESIGNATION OF AGENT(S):**

I, RASHAWN SALMON  
(name of principal)

357 Hyde Park Blvd, Niagara Falls NY 14303  
(address of principal)

hereby appoint:

Rodriguez  
(name of agent)

7304 Berkshire Dr, North Tonawanda NY 14120  
(address of agent)

\_\_\_\_\_  
(name of second agent)

\_\_\_\_\_  
(address of second agent)

as my agent(s).



If you designate more than one agent above and you do not initial the statement below, they must act together.

☐ My agents may act SEPARATELY.

(c) **DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)**

If any agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

\_\_\_\_\_  
(name of successor agent)

\_\_\_\_\_  
(address of successor agent)

\_\_\_\_\_  
(name of second successor agent),

\_\_\_\_\_  
(address of second successor agent)

If you do not initial the statement below, successor agents designated above must act together.

☐ My successor agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) **This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".**

(e) **This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."**

(f) **GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either

- (1) Initial the bracket at each authority you grant, or
- (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

☒ (A) real estate transactions;

☐ (B) chattel and goods transactions;

☐ (C) bond, share, and commodity transactions;

☒ (D) banking transactions;

☐ (E) business operating transactions;

☒ (F) insurance transactions;

☐ (G) estate transactions;



- ☐ (H) claims and litigation;
- ☐ (I) personal and family maintenance: If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five thousand dollars;
- ☐ (J) benefits from governmental programs or civil or military service;
- ☐ (K) financial matters related to health care; records, reports, and statements;
- ☐ (L) retirement benefit transactions;
- ☐ (M) tax matters;
- ☐ (N) all other matters;
- ☐ (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
- ☐ (P) EACH of the matters identified by the following letters \_\_\_\_\_.

You need not initial the other lines if you initial line (P).

**(g) CERTAIN GIFT TRANSACTIONS: (OPTIONAL)**

In order to authorize your agent to make gifts in excess of an annual total of \$5,000 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), and/or to make changes to interest in your property, you must expressly grant that authorization in the Modifications section below. If you wish to authorize your agent to make gifts to himself or herself, you must expressly grant such authorization in the Modifications section below. Granting such authority to your agent gives your agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Your choice to grant such authority should be discussed with a lawyer.

☐ I grant my agent authority to make gifts in accordance with the terms and conditions of the Modifications that supplement this Statutory Power of Attorney.

**(h) MODIFICATIONS: (OPTIONAL)**

In this section, you may make additional provisions, including, but not limited to, language to limit or supplement authority granted to your agent, language to grant your agent the specific authority to make gifts to himself or herself, and /or language to grant your agent the specific authority to make other gift transactions and/or changes to interests in your property. Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, and you may define "reasonable compensation."

**(i) DESIGNATION OF MONITOR(S): (OPTIONAL)**

If you wish to appoint monitor(s), initial and fill in the section below:

☐ I wish to designate \_\_\_\_\_, whose address(es) is (are) \_\_\_\_\_ as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.



**(j) COMPENSATION OF AGENT(S):**

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, and/or you wish to define "reasonable compensation", you may do so above, under "Modifications".

**(k) ACCEPTANCE BY THIRD PARTIES:**

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

**(l) TERMINATION:**

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

**(m) SIGNATURE AND ACKNOWLEDGMENT:**

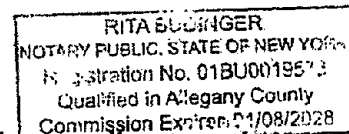
In Witness Whereof I have hereunto signed my name on February 20, 2026

PRINCIPAL signs here: → [Signature]

STATE OF NEW YORK )

COUNTY OF Allegany )

ss:



On the 20 day of February, 2026, before me, the undersigned, personally appeared Rashawn S. H. M., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

**(n) SIGNATURE OF WITNESSES:**

By signing as a witness, I acknowledge that the principal signed the Power of Attorney in my presence and in the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as an agent or as a permissible recipient of gifts.

[Signature]  
Signature of Witness 1

[Signature]  
Signature of Witness 2





2/20/2025  
Date  
Eric M. Sochalein  
Print name  
92 Windham Court  
Address  
Grand Island, NY 14072  
City, State, Zip Code

2/20/25  
Date  
Carla Ruiz  
Print name  
135 Delaware Ave., Ste 406  
Address  
Buffalo, NY 14202  
City, State, Zip Code

**(o) IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners:  
(Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in the modifications section of this document or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

**Liability of agent:** The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.



**(p) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, Rodney Gioré, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

In Witness Whereof I have hereunto signed my name on April 22 2025

Agent(s) sign(s) here: ==>

==>

STATE OF NEW YORK )

ss:

COUNTY OF NIAGARA )

On the 22 day of April, 2025, before me, the undersigned, personally appeared Rodney Gioré, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SANTINO CAFARELLA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02CA0033251  
Qualified in Niagara County  
Commission Expires Jan. 28, 2027

[Signature]  
Notary Public

**(q) SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the SUCCESSOR agent(s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I/we, \_\_\_\_\_, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as SUCCESSOR agent(s) for the principal named therein.

In Witness Whereof I have hereunto signed my name on \_\_\_\_\_ 20\_\_

Successor Agent(s) sign(s) here: ==>

==>



STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ )

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# EXHIBIT J

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

SHANNON GIOVE and  
RODNEY GIOVE  
7304 Berkshire Drive  
North Tonawanda, New York 14120

Plaintiffs,

v.

CONNOR D. VALENTI  
730 Genesee Street  
Olean, New York 14760

MARTHA W. VALENTI a/k/a  
MARTHA W. BROWN  
691 Penfield Road  
Rochester, New York 14625

Defendants.

---

Index No.

Plaintiff designates Erie  
County as the place of trial

**SUMMONS**

The basis of venue is  
location of incident

3520 Niagara Falls Blvd  
Amherst, NY

County of Erie

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 Plaintiffs' 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 in the Complaint.

DATED: Buffalo, New York  
March 10, 2025

**LIPSITZ GREEN SCIME CAMBRIA LLP**

By: 

Ryan C. Johnsen, Esq.

Attorneys for Plaintiff

Office and P.O. Address

42 Delaware Avenue, Suite 120

Buffalo, New York 14202-3924

(716) 849-1333

[RCJ: #073342.0001]

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

SHANNON GIOVE and  
RODNEY GIOVE

Plaintiffs,

v.

**COMPLAINT**

Index No.

CONNOR D. VALENTI and  
MARTHA W. VALENTI a/k/a  
MARTHA W. BROWN

Defendants.

---

Plaintiffs, above named, by their attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP,  
for their Complaint against the defendants, alleges:

**AS AND FOR A FIRST CAUSE OF ACTION  
AGAINST THE DEFENDANTS, ABOVE-NAMED,  
THE PLAINTIFFS, SHANNON GIOVE AND  
RODNEY GIOVE, ALLEGE:**

1. The plaintiffs, SHANNON GIOVE and RODNEY GIOVE, at all times hereinafter mentioned, were and still are residents of the City of North Tonawanda located within the County of Niagara and the State of New York.
2. Upon information and belief, at all times hereinafter mentioned, the defendant, CONNOR D. VALENTI, was and still is a resident of the City of Olean located within the County of Cattaraugus and the State of New York.
3. Upon information and belief, at all times hereinafter mentioned, the defendant, MARTHA W. VALENTI a/k/a MARTHA W. BROWN (hereinafter referred to as "MARTHA W. VALENTI"), was and still is a resident of the City of Rochester located within the County of MONROE and the State of New York.

4. Upon information and belief, at all times hereinafter mentioned, the defendant, MARTHA W. VALENTI, was the owner and/or registrant of a certain motor vehicle bearing New York State license plate number FSJ4580.

5. Upon information and belief, at all times hereinafter mentioned, the defendant, CONNOR D. VALENTI, was the operator of a certain motor vehicle bearing New York State license plate number FSJ4580.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, CONNOR D. VALENTI, operated the vehicle alleged to have been owned by the defendant, MARTHA W. VALENTI, with the permission and consent of the defendant-owner.

7. On or about the 10<sup>th</sup> day of October, 2023, the plaintiff, RODNEY GIOVE, was operating his vehicle at or near 3520 Niagara Falls Boulevard at a point near its intersection with North Creek Road, both public highways located within the Town of Amherst, County of Erie and the State of New York, when the vehicle operated by the defendant, CONNOR D. VALENTI, came into contact with the vehicle operated by the plaintiff, RODNEY GIOVE.

8. On or about the 10<sup>th</sup> day of October, 2023, the plaintiff, SHANNON GIOVE, was a passenger in the vehicle operated by the plaintiff, RODNEY GIOVE, when the vehicle alleged to have been operated by the defendant, CONNOR D. VALENTI, came into contact with the vehicle occupied by the plaintiff, SHANNON GIOVE.

9. Upon information and belief, the alleged incident, hereinbefore described, was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the defendants.

10. As a result of the alleged incident, the plaintiff, SHANNON GIOVE, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from her usual activities and employment, and may be further incapacitated.

11. As a result of the alleged incident, the plaintiff, RODNEY GIOVE, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from his usual activities and employment, and may be further incapacitated.

12. Upon information and belief, the plaintiff, SHANNON GIOVE, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss as well as other economic loss as special damages.

13. Upon information and belief, the plaintiff, RODNEY GIOVE, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss as well as other economic loss as special damages.



14. Pursuant to Section 388 of the Vehicle and Traffic Law of the State of New York, the defendant-owner, MARTHA W. VALENTI, is liable and responsible for the acts of negligence of the defendant-driver, CONNOR D. VALENTI, as set forth above.

15. This action falls within one or more of the exceptions set forth in CPLR § 1602.

**AS AND FOR A SECOND CAUSE OF ACTION  
AGAINST THE DEFENDANTS, MARTHA W. VALENTI  
AND CONNOR D. VALENTI, THE PLAINTIFF,  
RODNEY GIOVE, ALLEGES:**

16. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "15" of this Complaint with the same force and effect as if fully set forth herein.

17. At all times hereinafter mentioned, the plaintiff, RODNEY GIOVE, was the husband of the plaintiff, SHANNON GIOVE, and was entitled to her services, society, consortium and companionship.

18. Upon information and belief, as a result of the aforesaid incident, the plaintiff, RODNEY GIOVE, was deprived of the services, society, consortium and companionship of his wife.

19. Upon information and belief, as a result of the aforesaid incident, the plaintiff, RODNEY GIOVE, was caused to and did incur medical expense and may incur further medical expense for the care and treatment of his wife.

20. As a result of the foregoing, the plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiffs demand judgment against the defendants, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York  
March 10, 2025

**LIPSITZ GREEN SCIME CAMBRIA LLP**

By: 

Ryan C. Johnsen, Esq.

Attorneys for Plaintiff  
Office and P.O. Address  
42 Delaware Avenue, Suite 120  
Buffalo, NY 14202  
(716) 849-1333  
[RCJ: #073342.0001]

# EXHIBIT K

Contribution Date	Amount	Contributor Name	Contributor Address	Recipient	Filer County
6/11/2025	\$100.00	RODNEY R GIOVE	6741 CARLI CT	Friends Of Randy R Bradt - ID# 17265	Niagara
3/24/2025	\$198.00	Rodney Glove	6741 Carli Ct.	Friends Of Mike Filicetti - ID# 10852	Niagara
2/27/2025	\$100.00	Rodney Glove	7304 Berkshire Dr.	Niagara County Conservative Party - ID# 18412	Niagara
2/8/2025	\$150.00	Rodney A Glove	7304 Berkshire Drive	Niagara County Republican Committee - ID# 17510	Niagara
11/21/2024	\$60.00	Rodney A Glove	7304 Berkshire Drive	Danielle M. Restaino for City Court Judge - ID# 425382	Niagara
10/28/2024	\$100.00	Rodney Glove	7304 Berkshire Dr	Judge Angelo Morinello for Assembly - ID# 414436	
7/16/2024	\$250.00	Rodney Glove	7304 Berkshire Drive	Friends of Judge Kara A. Buscaglia - ID# 414892	Erie
8/11/2023	\$250.00	Rodney Glove	7304 Berkshire Drive	Retain Judge Marble - ID# 371574	Niagara
2/13/2023	\$700.00	Rodney A Glove	7304 Berkshire Drive	Niagara County Republican Committee - ID# 17510	Niagara
7/15/2021	\$250.00	Rodney Glove	7304 Berkshire Dr.	Faso For City Court Judge - ID# 3178	Niagara
2/17/2021	\$700.00	Rodney Glove	6753 Gregory Ct	Niagara County Republican Committee - ID# 17510	Niagara
3/7/2018	\$250.00	Rodney & Shannon Glove	754 Park Pl.	Committee To Re-Elect Judge Diane Vitello - ID# 18694	Niagara
5/8/2017	\$100.00	Rodney Glove	754 Park Place	Committee To Elect Erin Delabio For Niagara County Family Court - ID# 7280	Niagara
4/12/2017	\$100.00	Rodney Glove	754 Park Pl	Friends Of Jason Zona - ID# 7598	Niagara
3/31/2017	\$200.00	Rodney Glove	754 Park Place	Committee To Elect Jim Faso City Court Judge - ID# 10768	Niagara
3/30/2017	\$200.00	Rodney Glove	754 Park Place	Pelosino For City Court Judge - ID# 12996	Niagara
1/27/2017	\$500.00	Rodney Glove	727 Main Street Ste. 200	Committee To Elect Erin Delabio For Niagara County Family Court - ID# 7280	Niagara
9/1/2016	\$1,300.00	Rodney Glove	727 4th Street	Friends To Re-Elect Judge John J. Mattio - ID# 14777	Niagara
9/30/2015	\$100.00	Rodney Glove	6753 Gregory Ct	Friends of Becky Wydysh - ID# 4808	Niagara
4/10/2015	\$250.00	Rodney Glove	6753 Gregory Ct	Niagara County Democratic Committee - ID# 18068	Niagara
3/19/2015	\$60.00	Rodney Glove	6753 Gregory Ct	Danille M. Restaino For City Court Judge - ID# 17940	Niagara
5/22/2014	\$100.00	Rodney A Glove	6753 Gregory Ct	Niagara County Republican Committee - ID# 17510	Niagara
4/30/2014	\$125.00	Rodney A Glove	6753 Gregory Ct	Delmonte For Supreme Court Justice - ID# 20709	
3/5/2014	\$250.00	Rodney A Glove	6753 Gregory Ct	Delmonte For Supreme Court Justice - ID# 20709	
5/10/2012	\$100.00	Rodney Glove	6753 Gregory Court	Committee To Re-Elect Judge Morinello - ID# 10348	Niagara
2/2/2012	\$500.00	Rodney Glove	6753 Gregory Ct	Niagara County Republican Committee - ID# 17510	Niagara
9/8/2011	\$125.00	Rodney A Glove	6753 Gregory Lane	Friends Of Kathleen Wojtaszek-Garitano - ID# 14358	Niagara
3/17/2011	\$250.00	Rodney A Glove	6753 Gregory Ct	Committee To Elect Michael J. Violante Niagara County District Attorney - ID# 17010	Niagara
3/1/2011	\$150.00	Rodney A Glove	6753 Gregory Ct	Committee To Re-Elect Judge David M. Manz - ID# 11411	Erie
3/1/2011	\$200.00	Rodney A Glove	6753 Gregory Court	Friends Of Kathleen Wojtaszek-Garitano - ID# 14358	Niagara
7/12/2010	\$100.00	Rodney A Glove	6753 Gregory Ct	Committee To Elect Michael J. Violante Niagara County District Attorney - ID# 17010	Niagara
10/30/2009	\$500.00	Rodney A Glove	6753 Gregory Lane	Friends Of Jason Murgia - ID# 18419	Niagara
8/18/2008	\$150.00	Rodney Glove	1121 Maple Ave	Friends Of Judge Diane Vitello - ID# 13194	Niagara
8/6/2008	\$500.00	Rodney A Glove	1121 Maple Avenue	Niagara County Republican Committee - ID# 17510	Niagara
3/9/2007	\$150.00	Rodney A Glove	4507 Lewiston Road	Committee To Elect Michael J. Violante Niagara County District Attorney - ID# 17010	Niagara

# EXHIBIT L

## Collection: Town &amp; County 2025

Fiscal Year Start: 1/1/2025

Fiscal Year End: 12/31/2025

Warrant Date: 12/10/2024

Total Tax Due (minus penalties &amp; interest) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
1/15/2025	1/13/2025	\$5,332.72	\$5,332.72	\$0.00	\$0.00	Internet	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
002439	294000	177.01-3-91	Payment Posted
Address	Municipality	School	
7304 Berkshire Dr	Town of Wheatfield	STARPOINT	

## Owners

Giove Rodney A  
 Giove Shannon G  
 7304 Berkshire  
 North Tonawanda, NY 14120

## Property Information

Roll Section: 1  
 Property Class: 1 Family Res  
 Lot Size: 100.00 x 312.00

## Assessment Information

Full Market Value: 747400.00  
 Total Assessed Value: 284000.00  
 Uniform %: 38.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
**HOMESTEAD PARCEL **		0.0000	0.000	0.00000000	\$0.00
2025 County Tax	94188843	3.3000	284000.000	13.01625700	\$3,696.62
Whfd ncsd1 cap	238794	-92.9000	0.000	0.00000000	\$25.84
Whfd ncsd1 user	0	0.0000	0.000	0.00000000	\$263.03
Whfd fire protect	1803102	5.8000	284000.000	1.83038900	\$519.83
County refuse	716341	2.5000	284000.000	0.10714000	\$30.43
Wheatfield refuse	0	0.0000	1.000 Units	225.51000000	\$225.51
Wheat sewer (u)	969944	-3.8000	284000.000	0.97194400	\$276.03
Whfd county water	5701097	1.8000	284000.000	1.04025800	\$295.43

Total Taxes: \$5,332.72

Estimated State Aid - Type	Amount
County	62417533.00
Town	577352.00

## Mail Payments To:

Kathleen Harrington-McDonell  
 Town Clerk

Town Hall 2800 Church Road Wheatfield, NY 14120-1099

# EXHIBIT M

## Collection: Town &amp; County 2025

Fiscal Year Start: 1/1/2025

Fiscal Year End: 12/31/2025

Warrant Date: 12/10/2024

Total Tax Due (minus penalties &amp; interest) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
1/24/2025	1/24/2025	\$4,785.47	\$4,785.47	\$0.00	\$0.00	Mail	Full Payment - Bank Payment

Tax Bill #	SWIS	Tax Map #	Status
002679	294000	148.03-2-39	Payment Posted
Address	Municipality	School	
6741 Carli Ct	Town of Wheatfield	NIAGARA-WHEATFIELD	

## Owners

Hall David W  
Hall Katelyn C  
6741 Carli Ct  
North Tonawanda, NY 14120

## Property Information

Roll Section: 1  
Property Class: 1 Family Res  
Lot Size: 66.14 x 337.93

## Assessment Information

Full Market Value: 662900.00  
Total Assessed Value: 251900.00  
Uniform %: 38.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
**HOMESTEAD PARCEL**		0.0000	0.000	0.00000000	\$0.00
2025 County Tax	94188843	3.3000	251900.000	13.01625700	\$3,278.80
Whfd ncsd1 cap	238794	-92.9000	0.000	0.00000000	\$23.20
Whfd ncsd1 user	0	0.0000	0.000	0.00000000	\$263.03
Whfd fire protect	1803102	5.8000	251900.000	1.83038900	\$461.07
County refuse	716341	2.5000	251900.000	0.10714000	\$26.99
Wheatfield refuse	0	0.0000	1.000 Units	225.51000000	\$225.51
Wheat sewer (u)	969944	-3.8000	251900.000	0.97194400	\$244.83
Whfd county water	5701097	1.8000	251900.000	1.04025800	\$262.04

Total Taxes: \$4,785.47

Estimated State Aid - Type	Amount
County	62417533.00
Town	577352.00

## Mail Payments To:

Kathleen Harrington-McDonell  
Town Clerk  
Town Hall 2800 Church Road Wheatfield, NY 14120-1099



EXHIBIT N

Contribution Date	Amount	Contributor Name	Contributor Address	Recipient	Filer County	Filer Municipality
2/27/2025	\$1,264.00			Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$250.00	BAKSHI AND LETA	5662 MAIN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$150.00	CHRIS BROWN	25 PELHAM DR	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$200.00	DAMON DECASTRO	730 MAIN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$250.00	JAMES ROSCETTI	730 MAIN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$150.00	JASON CAFARELLA	754 PARK PL	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$250.00	Joanna Marble	7266 Woodhaven Dr	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$250.00	JOELLE TAYLOR	159 LEXINGTON AVE	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$100.00	JOSEPHINE SARKEES	23 FAIROAKS LN	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$1,000.00	PETER FILACAMO	30 S CAYUGA RD	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$150.00	TONY LAGAMBINA	4589 NORWOOD DR	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/27/2025	\$500.00	VIOLA AND CUMMINGS	770 MAIN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/24/2025	\$1,000.00	Huntington Debt Holdings	1965 Sheridan Dr	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/19/2025	\$250.00	Joseph Leta	34B Elk Terminal	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/18/2025	\$275.00	katelyn hall	6741 Carli Ct	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/14/2025	\$1,000.00	Lipsitz Green Scime Cambria	42 Delaware Ave Suite 120	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/13/2025	\$1,000.00	PLATI NIAGARA INC	311 RAINBOW BLVD	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/10/2025	\$150.00	DALE DILS	13550 N DIVISION	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/10/2025	\$100.00	GWENDOLYN MILKS	4543 CAMP ROAD UNIT 282	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/8/2025	\$100.00	JAMES MILKS	3958 GARFIELD AVE	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/7/2025	\$100.00	brian HUTCHISON	14 W MAIN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/7/2025	\$100.00	George Muscato	107 East Ave	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/7/2025	\$1,000.00	Spire Recovery Solutions	57 Canal St Suite 302	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/3/2025	\$100.00	JOSEPH SARKEES	4832 PENN ST	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson
2/2/2025	\$198.00	Norris for Judge	7210 Woodhaven Dr	Rodney A. Giove for Wheatfield Town Justice - ID# 456073	Niagara	Wilson

# EXHIBIT O

Personal and Confidential

Kevin Riford

3038 Michael Drive

North Tonawanda, NY 14120

July 7, 2025

DEF. CLERK

JUL 08 2025

MS. JUDGE

Americans with Disabilities Accommodation Request Sent Via Email to  
ADA8JD@nycourts.gov

Court: Town of Wheatfield

Docket No.:24100028

Next Court Date: July 8, 2025

Brief description of disability: Attention Deficit Hyperactivity Disorder

To whom this may concern:

I am requesting accommodations pursuant to the Americans with Disabilities Act. The accommodations below will allow me to participate fully in court proceedings and have equal access to the justice system. Should you have any questions, please contact me via email at kevinriford4@protonmail.com.

Thank you.

Accommodations Requested:

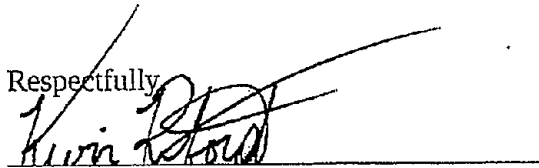
1. Communication Access Realtime Translation (CART): Arrangement of CART services to convert spoken words into text in real time.
2. Extended Filing Deadlines: Additional time to submit documents, motions, or other filings to the court, allowing for adequate preparation.
3. Extended Time to Secure Expert Witnesses: Additional time to locate and retain expert witnesses, should the case proceed to trial.
4. Extended Trial Preparation Time: Additional time to adequately prepare for trial, if a trial is conducted.
5. Scheduled Breaks: Arrangement for breaks as requested throughout lengthy proceedings.
6. Use of Personal Computer for Note-taking: Permission to use my computer in court for the purpose of taking and referencing legal notes.

Personal and Confidential

7. Recording of Court Proceedings: Permission to record court proceedings for future reference and review.
8. Confirmation of Receipt of Filings: Acknowledgment of receipt for any documents submitted to the court via email confirmations, providing reassurance that my filings have been properly received and are on record.
9. Additional accommodations as needed: Opportunity to discuss further accommodations, should they be required.
10. Voir Dire: Additional time for the jury selection process should this case proceed to trial.
11. Additional Time for Oral Argument of Motions: Permission to have a minimum of 30 extra minutes per motion during hearings, to ensure I can organize my thoughts, present effectively, and respond without being rushed, due to my ADHD.

If any of my requests for accommodations are denied, I respectfully request the Honorable Judge to provide me with a written judicial order or to state the reason for the denial on the record.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin Riford", is written over a horizontal line.

Kevin Riford