

# **EXHIBIT 3**

Richard T. Picciochi

Examiner of Questioned Documents

Access Forensic Group, LLC

110 Jericho Turnpike, Suite 104A, Floral Park, New York 11001

516-326-1122

Report of Findings for a Forensic Handwriting Examination  
(Questioned Domenick Tonacchio Signatures)

Prepared for:

Scott M. Kessler

Akerman LLP

666 Fifth Avenue, 20<sup>th</sup> Floor

New York, NY 10103

## Access Forensic Group, LLC

110 Jericho Turnpike, Suite 104A, Floral Park, New York 11001

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December 17, 2018

To: Scott M. Kessler

Akerman LLP

666 Fifth Avenue, 20<sup>th</sup> Floor

New York, N.Y. 10103

Re: Report of Findings for a Handwriting Examination (Domenick Tonacchio Signatures)

Baltic Fourth LLC, et al. v. Stern, et al., New York County (Index No. 654881/2018)

Our Case No. AC18/029

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### Examination Requested:

I was retained on November 29, 2018 as an expert in forensic document examination to determine whether or not two questioned Domenick Tonacchio signatures are genuine.

### Items Submitted for Examination:

#### Questioned Writing - Disputed Signatures (see attachment 1):

**Q1** one copy of a Domenick Tonacchio signature on a Consent (5/6/16)

**Q2** one copy of a Domenick Tonacchio signature on a Side Letter (5/6/16)

#### Known Writing - Exemplars Submitted as Authentic Samples (see attachment 2):

**K1 - K9, K11 & K12** eleven original Domenick Tonacchio signatures on seven Purchase Orders (2/12/15 thru 11/5/15)

**K10** one original Domenick Tonacchio signature on an Invoice (10/23/15)

**K13** one Domenick Tonacchio signature on a Sales Order (12/4/15)

**K14 & K15** two original Domenick Tonacchio signatures on two Agreements (4/13/16 & 4/27/16)

**K16 - K25** ten copied Domenick Tonacchio signatures on ten checks (5/5/16 thru 5/26/16)

**K26** one original Domenick Tonacchio signature on an Agreement (10/7/16)

**K27** one original Domenick Tonacchio signature on a W-9 Form (10/25/16)

**K28** one original Domenick Tonacchio signature on an Estimate (1/23/17)

**K29** one original Domenick Tonacchio signature on a Sales Agreement (7/3/17)

**K30 - K43** fourteen original Domenick Tonacchio signatures on eight Trade Contractor Agreements (undated)

**K44** one original Domenick Tonacchio signature on check (11/30/18)

### **Basis and Methodology:**

The identification of handwriting is based on the presence of individualizing characteristics in the writing. These marks and properties may include features such as letter design and formation, the relationship of one letter to another letter and the movement or manner of execution. In a mature writer the physical act of writing is basically a subconscious action that remains similar and does not drastically change from sample to sample. An action that is repeated in much the same way and without thought is referred to as a habit. Thus, handwriting may be considered a habitual action. The individualizing characteristics and the habitual nature of writing contribute to the uniqueness of one's handwriting and constitute a means by which the handwriting of one writer may be discriminated from that of another.

The analysis of a writing for identification or elimination essentially consists of four distinct and independent phases:

- a) *Examination of the questioned writing*: This involves determining if the writing is original or copied, if there is sufficient clarity in the copies, whether the writing appears naturally executed or distorted, and an inventory of the individualizing characteristics and variations.
- b) *Examination of the known writing*: This involves the same factors as considered for the questioned writing, but applied to the known writing.
- c) *Comparison of the questioned to known writings*: This involves comparing the individualizing characteristics, habit patterns, range of writing variation, and the manner of execution in both sets of writings.
- d) *Evaluation and opinion*: This involves assessing the significance of any observed similarities, differences, absent characteristics and limitations.

A handwriting opinion is based on the presence of similarities or differences in characteristics and qualities between questioned and known writings. In reaching a conclusion a Forensic Document Examiner (FDE) starts from a point of neutrality. After weighing the significance and quantity of the observed characteristics the FDE can formulate an opinion. The opinion is based on the degree of similarity/difference and the degree of confidence which is contingent on the presence/absence of any limitations. Essentially, the presence of significant similarities and the lack of fundamental differences is indicative of common authorship. Conversely, the presence of significant differences (even though some similarities may exist) is indicative of different authorship.

While several standards organizations publish suggested guidelines, none are universally accepted or compulsory. Since results may involve some degree of qualification/uncertainty this office has adopted the following scale to report findings regarding the association/authorship between questioned and specimen writings:

1. *Identification* (when there is strong evidence to support an opinion that the questioned and known writings were prepared by the same writer)
2. *Evidence to support common authorship* (when there are indications to support an opinion that the questioned and known writings may have been prepared by the same writer)
3. *Inconclusive* (when there is insufficient basis for an opinion)

4. *Evidence to support different authorship* (when there are indications to support an opinion that the questioned and known writings may have been prepared by different writers)

5. *Elimination* (when there is strong evidence to support an opinion that the questioned and known writings were prepared by different writers)

#### **Observations and Discussion:**

The two questioned signatures are reproductions obtained from the NYS Courts Electronic Filing System. Each signature has been reproduced with sufficient resolution and are suitable for analysis. The forty-four known signatures were submitted as genuine samples made by Domenick Tonacchio. They were collected from course-of-business documents, reflect the author's natural writing characteristics, repetitive habits and range of writing variation. They are comparable, include many contemporaneous samples and are sufficient in quantity for comparison purposes.

A comparison of the questioned signatures to the known signatures revealed both sets of signatures are basically illegible (except for an uppercase letter D) and that they share some superficial resemblance in their structural design. However, when the movement characteristics were compared they were found to differ significantly. All the known signatures appear to be naturally executed with fluency, varying speed, varying pressure emphasis, and have tapered starts and stops. Whereas, both questioned signatures appear unnatural in their execution. Namely, they both lack speed or pressure variation, they lack smooth curvature, they have pen stops and lifts in unusual places, they have blunt initial and terminal strokes, and they exhibit tremulous line quality. Basically, both questioned signatures lack freedom of movement and have a drawn-like appearance.

Assessment and comparison of the movement qualities is essential when there is pictorial similarity between questioned and known writings. Significant difference in the movement qualities between the questioned and the contemporaneous known writings is a strong indicator of simulation.

#### **Findings:**

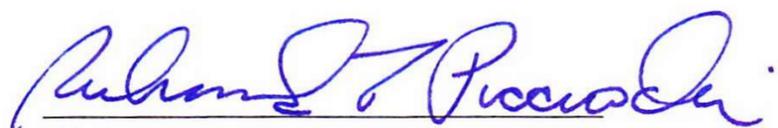
Examination, comparison and evaluation resulted in the following opinion: There is very strong evidence to support an opinion that the questioned and known writings were prepared by different writers.

#### **Remarks:**

Although it is generally preferable to have examined the original questioned signatures the use of a copies did not present a significant limitation to the analysis or the formation of the above opinion.

The above opinion is based on examinations I have performed to date and is true to the best of my knowledge. Should the original questioned signature or additional known samples become available the undersigned reserves the right to inspect such items and may supplement this report.

Respectfully submitted,



Richard T. Picciochi, D-ABFDE  
Questioned Document Examiner

Attachment 1

Items Submitted for Examination  
(Questioned Signatures)

ACTION BY WRITTEN CONSENT OF  
THE SOLE MEMBER  
OF  
JDS FOURTH AVENUE JV II LLC

The sole member of JDS Fourth Avenue JV II LLC, a Delaware limited liability company ("JDS JV II"), the managing member of JDS Fourth Avenue LLC, a Delaware limited liability company ("JDS Fourth"), the managing member of Fourth Avenue JV LLC, a Delaware limited liability company ("Fourth Avenue JV"), the sole member of Fourth Avenue Mezz LLC, a Delaware limited liability company ("Mezz Borrower"), the sole member of Fourth Avenue Property Owner LLC, a Delaware limited liability company ("Mortgage Borrower", together with JDS JV II, JDS Fourth, Fourth Avenue JV, and Mezz Borrower, the "Subsidiaries"), does hereby consent to, and take the following actions by, this written consent, as of May 6, 2016.

WHEREAS, Fourth Avenue JV intends to execute and deliver an assignment agreement transferring its interest in Mortgage Borrower to Mezz Borrower (the "Assignment");

WHEREAS, Mortgage Borrower is the owner of that certain real property (the "Property") as described on Exhibit A and attached hereto;

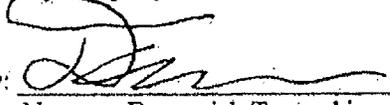
WHEREAS, Mortgage Borrower previously borrowed monies secured and governed by various notes, loan agreements, mortgages and other ancillary documents related thereto, each dated as of April 24, 2014 and modified as of August 10, 2015 (the "Existing Loans");

WHEREAS, Mortgage Borrower intends to refinance the outstanding debt on the Property in an amount approximately equal to Forty One Million Dollars (\$41,000,000) ("Senior Loan") from G4 18133, LLC (the "Senior Lender"), which Senior Loan shall be evidenced, secured and governed by various notes, loan agreements, mortgages and other ancillary documents related thereto (the "Senior Loan Documents", and such financing, the "Senior Financing");

WHEREAS, Mezz Borrower intends to obtain financing in an amount approximately equal to Twelve Million Three Hundred Thousand Dollars (\$12,300,000) (the "Mezz Loan") from 613 Baltic Mezz Lender III, LLC, a Delaware limited liability company ("Mezz Lender"), which Mezz Loan shall be evidenced, secured and governed by various notes, loan agreements, pledge agreement and other ancillary documents related thereto (collectively, the "Mezz Loan Documents", and such financing the "Mezz Financing", and together with the Senior Financing, collectively, the "Financings"); and

Agreed to and accepted this 6<sup>th</sup> day of May, 2016.

BALTIC FOURTH LLC, a New York limited liability company

By: 

Name: Domenick Tonacchio  
Title: Member

Q1  
5-6-16  
C

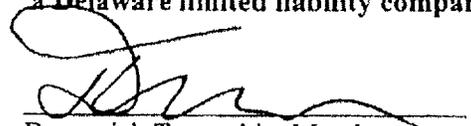
Agreement dated as of May 6, 2016

Reference is made to that certain Amended and Restated Limited Liability Company Agreement, effective as of April 24, 2014 (the "Operating Agreement"), of Fourth Avenue JV LLC (the "Company"). Reference is further made to that certain mezzanine loan in the amount of \$12,300,000 (the "Mezzanine Loan") by 613 Baltic Mezz Lender LLC to Fourth Avenue Mezz LLC, a wholly owned subsidiary of the Company, pursuant to that certain Mezzanine Loan Agreement, dated as of the date hereof.

Baltic Fourth LLC, a Delaware limited liability company ("Tonacchio") hereby acknowledges and agrees that, notwithstanding its rights pursuant to the Operating Agreement, the undersigned hereby agrees that, for so long as the Mezzanine Loan is outstanding, Tonacchio (1) shall not deliver an offer pursuant to Section 11.1 of the Operating Agreement or otherwise trigger the buy-sell rights described thereunder, (2) hereby waives any and all rights of Tonacchio to approve or disapprove the Business Plan and the Budgets (as defined in the Operating Agreement), pursuant to Section 8.2(b) of the Operating Agreement or otherwise, and (3) hereby acknowledges and agrees that, notwithstanding the provisions of Section 9.3 of the Operating Agreement, JDS Construction Group LLC shall be the construction manager with respect to the development of the Properties (as defined in the Operating Agreement).

[Signatures Follow]

**BALTIC FOURTH LLC,**  
a Delaware limited liability company

  
Domenick Tonacchio, Member

QZ  
5-6-16  
C

## Attachment 2

### Items Submitted for Examination (Known Signatures)

PURCHASE ORDER

DATE: 2/12/15

TO: Islandair

72 Research Way

East Setauket NY 11733

TRADE: PTAC Units

AMOUNT: \$119,800.00

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER:

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")  
58 N. Main Street, Marlboro, New Jersey 07746

The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

- 1. Specification Sections - **see Quotation Rev #4**
- 2. Drawing: Architectural drawing dated October 21, 2014 Set rev. # 2
- 3. Insurance Rider, dated 2/12/2015
- 4. Terms and Conditions on the following pages to this Purchase Order.

This Agreement is entered into as of the date and year first written above.

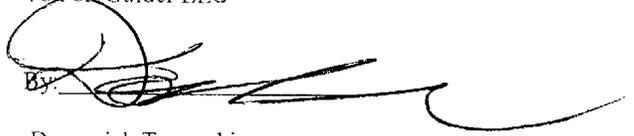
Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

By: 

Domenick Tonacchio

Ki  
2-12-15  
0

Joli on Guider LLC

By: 

Domenick Tonacchio

K2  
2-12-15  
0

**PURCHASE ORDER**

DATE: 2/17/15

TO: B & B Millwork

327 Monroe Ave

Kenilworth, NJ 07033

TRADE: All wood and metal doors and all hardware sets

AMOUNT: \$67,500.00

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER:

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")  
58 N. Main Street, Marlboro, New Jersey 07746

The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

1. Specification Sections - **see architectural drawings A0.020.02**
2. Drawing: Architectural drawing dated October 24, 2014 Set rev. # 1
3. Insurance Rider, dated 2/17/2015
4. Delivery Schedule, to be determined
5. Terms and Conditions on the following pages to this Purchase Order.
6. Unlabeled doors included: H door @ GL, N door @ 6<sup>th</sup> Floor

This Agreement is entered into as of the date and year first written above.

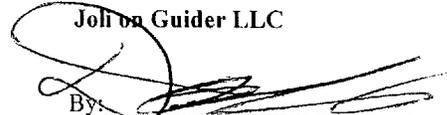
**Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC**

By: 

Domenick Tonacchio

K3  
2-17-15  
0

**Joli on Guider LLC**

By: 

Domenick Tonacchio

K4  
0



**PURCHASE ORDER**

DATE: 6/9/15

TO: Herod's Stone Design

480 Tonnelle Ave

Jersey City NJ 07307

TRADE: Tile

AMOUNT: \$66,209.50 (including tax)

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER:

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")

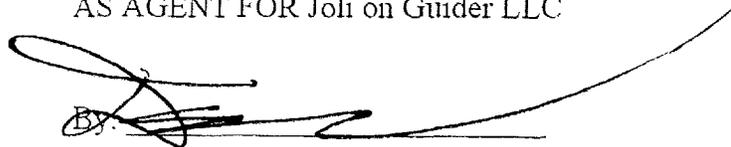
58 N. Main Street, Marlboro, New Jersey 07746

The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

1. Specification Sections - see Proposal date 6/9/2015
2. Drawing: Exhibit G
3. Insurance Rider, dated 6/11/2015
4. Terms and Conditions on the following pages to this Purchase Order.

This Agreement is entered into as of the date and year first written above.

Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

By: 

KS  
6-9-15  
0



PURCHASE ORDER

DATE: 6/9/15

TO: Herod's Stone Design

480 Tonnelle Ave

Jersey City NJ 07307

TRADE: Tile

AMOUNT: \$66,209.50 (including tax)

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER:

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")

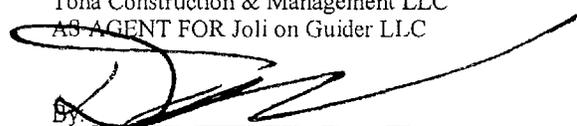
58 N. Main Street, Marlboro, New Jersey 07746

The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

- 1. Specification Sections - **see Proposal date 6/9/2015**
- 2. Drawing: Exhibit G
- 3. Insurance Rider, dated 6/11/2015
- 4. Terms and Conditions on the following pages to this Purchase Order.

This Agreement is entered into as of the date and year first written above.

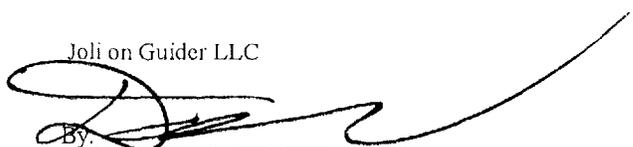
Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

By: 

Domenick Tonacchio

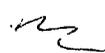
K6  
6-9-15  
0

Joli on Guider LLC

By: 

Domenick Tonacchio

K7  
6-9-15  
0



PURCHASE ORDER

DATE: 6/9/15

TO: EL GEE Lighting

1771 Blount Rd, Suite 200

Pompano Beach, FL 33069

TRADE: Lights

S.A.G.

AMOUNT: \$52,000.00 (including tax)

DEPOSIT: \$10,000.00 required

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER:

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")

58 N. Main Street, Marlboro, New Jersey 07746

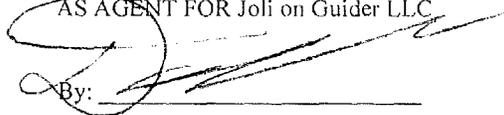
The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

S.A.G.

1. Specification Sections - **see Proposal date 6/5/2015**
2. Drawing: Electrical drawing by Levin Attach to the purchase order
- ~~3. Insurance Rider, dated 6/5/2015~~
4. Terms and Conditions on the following pages to this Purchase Order.

This Agreement is entered into as of the date and year first written above.

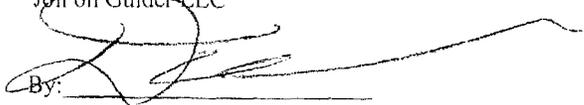
Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

By: 

Domenick Tonacchio

K8  
6-9-15  
0

Joli on Guider LLC

By: 

Domenick Tonacchio

K9  
6-9-15  
0



# All City Glass & Mirror Corp.

1964 Utica Avenue  
Brooklyn, New York 11234  
Tel (718) 444-7400  
Fax (718) 629-1924  
Mail@allcityglass.org

October 23, 2015,

Tona Management  
58 North Main Street  
Marlboro, NJ 07746  
**Attn: Jonathan Boff**  
Via Email: [jonathanb@tonamanagement.com](mailto:jonathanb@tonamanagement.com)

Due to change in size of frame from construction drawing and actual size that requires more glass and aluminum.  
There needs to be a change in the price from \$69,950.00 to \$74,450.00 + Tax

At this time we require a deposit of \$25,000.00 so we can bring in the material to proceed with the job.

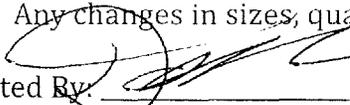
Price.....	\$74,450.00
Tax.....	\$ 6,607.43
Total.....	\$81,057.43

*30% dep*

- Deposit of 50% is required upon approval
- Deposit of 25% is required upon delivery
- Deposit of 25% is required upon completion

Attach Certificate (if any) for Tax Exempt upon approval for adjustment of the tax

- Price does not include anything other than listed above
- Any changes in sizes, quantities or finishes will require a change in the quoted amount

Accepted By: 

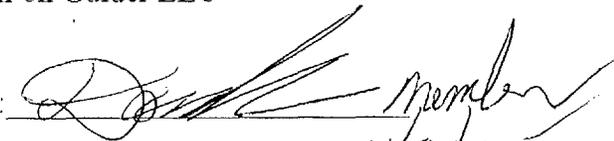
Respectfully Submitted

Date of Acceptance:  11/11/15

All City Glass & Mirror Corp

K10  
10-23-15

Joli on Guider LLC

By:   
Domenick Tonacchio

KL  
11-5-15  
0

PURCHASE ORDER - PAGE 1

**PURCHASE ORDER**

*Danielle*

DATE: 10/5/15

TO: Gym Source

P.O. Box 150468

Hartford, CT 06115-0468

**RECEIVED** Oct 26 2015

TRADE: PTAC Units

AMOUNT: \$19,280.67

PROJECT: 3440 Guider Avenue, Brooklyn New York 11235

OWNER: Joli on Guider LLC

CONSTRUCTION MANAGER: Tona Construction and Management LLC (the "Construction Manager")  
58 N. Main Street, Marlboro, New Jersey 07746

The Construction Manager, as agent for the Owner, hereby gives to the Vendor an order for, and the Vendor accepts and agrees to provide, at the Project site, the materials, equipment and items described below, and to perform the incidental services, in accordance with the Terms and Conditions of this Purchase Order (the "Work"), all in accordance with the following Contract Documents, all of which are made a part of this Purchase Order:

1. Specification Sections - **see Quotation from 11/12/2014**
2. Drawing: Architectural drawing dated October 21, 2014 Set rev. # 2
3. Insurance Rider, dated 10/5/15
4. Terms and Conditions on the following pages to this Purchase Order.

This Agreement is entered into as of the date and year first written above.

Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

*11/5/15*

By: *[Signature]*

*K12  
11-5-15  
0*

# Sales Order

**T.F. Andrew Carpet One Floor & Home**  
 607 Main Street  
 New Rochelle NY 10801  
 TELE: (914) 654-8000 FAX: (914) 654-8095

Change Order of 51872

Job #  
 53393  
 Contract #  
 Customer PO  
 Stock  
 Date  
 11/13/2015  
 Sales Person 1  
 Harry Tabrys  
 Sales Person 2

**Acct # 10277**  
 Sold To: Fax

**Ship To:**

Tona Management  
 58 North Street  
 Marlboro, NJ 07746

Tona Management / Stock  
 3440 Guider Ave  
 Brooklyn, NY 11235

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Sell	Total
Adhesive					
Materials	2EA	Johnsonite Tread and Tile Adhesive	4 gallon	\$149.86	\$299.72
Adhesive					
Materials	20TB	935 Epoxy caulking compound		\$31.00	\$620.00
Labor	20				
Vinyl					
Materials	977LF	Vinyl Heavy Duty Stair treads - HD-SQ -48 3' 6"	Dark Grey	\$7.95	\$7,767.15

Information

CAPITAL IMPROVEMENT CERT ON FILE - jf

Totals

Labor	\$0.00
Materials	\$8,686.87
Contract Total	\$8,686.87
Sales Tax	
<b>Grand Total</b>	<b>\$8,686.87</b>
Payments	
Balance	\$8,686.87

I acknowledge receiving a copy of these terms and will not hold T. F. Andrew Carpet One Floor & Home responsible for any delays due to back orders, shipping strikes or acts of nature, and will pay the balance upon receipt of the goods. I further agree that I shall pay a Finance Charge of (1.8%) per month on the balance of any past due amount as per the above terms. This is an annual percentage rate of 21.6%. Failure to pay monies due T. F. Andrew Carpet One Floor & Home will result in legal measures being instituted, costs and legal fees to be borne by the customer. All ordered merchandise has a 25% Restocking Charge on any canceled order.

Buyer:  Date: 12/4/15 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

K13  
 12-4-15  
 0

**Levin Engineering PLLC**

**10.01 Payment (Lump Sum Basis)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 3,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 18 months.

Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

The Engineer is not responsible for any delays in approvals of the project due to delays caused by New York City Agencies (Building Department, FDNY, DEP, DOT), or other authorities having jurisdiction.

IN WITNESS WHERE OF, the parties here to have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: [Signature]

Title: Member

Date Signed: 4/13/16

Address for giving notices:

\_\_\_\_\_

ENGINEER:

By: K14  
4-13-16  
0

Date Signed: \_\_\_\_\_

Address for giving notices:

28 Dooley Street, 2<sup>nd</sup> floor Brooklyn, NY 11235

**Levin Engineering PLLC**

**10.01 Payment (Lump Sum Basis)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 7,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 18 months.

Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

The Engineer is not responsible for any delays in approvals of the project due to delays caused by New York City Agencies (Building Department, FDNY, DEP, DOT), or other authorities having jurisdiction.

IN WITNESS WHERE OF, the parties here to have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: [Signature]

By: KIS 4-27-16

Title: member

Date Signed: 4/27/16

Date Signed: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: 28 Dooley Street, 2<sup>nd</sup> floor Brooklyn, NY 11235

Park Slope Court LLC  
615 Baltic Street  
Brooklyn, New York 11217

STERLING NATIONAL BANK  
50-7044-2219



5/5/2016

PAY TO THE ORDER OF Apple Security Solutions

\$ 185.08

One Hundred Eighty-Five and 00/100 DOLLARS

Apple Security Solutions  
P.O. Box 1665  
New Rochelle, NY 10802

MEMO

*[Signature]*  
AUTHORIZED SIGNATURE

⑈001966⑈ ⑆221970443⑆ 10000884157⑈

Park Slope Court LLC

Apple Security Solutions  
Date 4/25/2016 Type Bill Reference 5185

Original Amt. 185.08

Balance Due 185.08

5/5/2016 Discour  
Check Amount

1966  
K16  
5-5-16  
C

Sterling Bank

185.08

Park Slope Court LLC

Apple Security Solutions  
Date 4/25/2016 Type Bill Reference 5185

Original Amt. 185.08

Balance Due 185.08

5/5/2016 Discour  
Check Amount

1966

Payment 185.08  
185.08

Sterling Bank

185.08

PRODUCT DL101 USE WITH 91663 ENVELOPE

SCANNED  
5/6



**JOLI ON GUIDER LLC**  
RENTAL ACCOUNT  
58 N. MAIN STREET  
MARLBORO, NEW JERSEY 07746

**BANK OF WOODBRIDGE**  
YOUR COMMUNITY BANK  
55-1352/212

1016  
5/11/2016

PAY TO THE ORDER OF **Daniel Akopyan** \$ \*\*4,400.00

Four Thousand Four Hundred and 00/100 \*\*\*\*\*  
DOLLARS

Daniel Akopyan

MEMO 7B

AUTHORIZED SIGNATURE

Security Features: Details on back

SCANNED

5/12

K18  
5-11-16  
C

⑈001016⑈ ⑆021213520⑆ 1414001139⑈

JOLI ON GUIDER LLC • RENTAL ACCOUNT	5/11/2016	1016
Daniel Akopyan		4,400.00

BCB Bank Rental Acc 7B		4,400.00
------------------------	--	----------

JOLI ON GUIDER LLC • RENTAL ACCOUNT	5/11/2016	1016
Daniel Akopyan		4,400.00

BCB Bank Rental Acc 7B		4,400.00
------------------------	--	----------

**JOLI ON GUIDER LLC**  
RENTAL ACCOUNT  
58 N. MAIN STREET  
MARLBORO, NEW JERSEY 07746

**BANK OF WOODBRIDGE**  
YOUR COMMUNITY BANK  
55-1352/212

5/19/2016

PAY TO THE ORDER OF **Maximillion Realty, Inc.** \$\*\*1,600.00

One Thousand Six Hundred and 00/100 DOLLARS

Maximillion Realty, Inc  
101 Avenue U  
Brooklyn NY 11223

MEMO 6B

AUTHORIZED SIGNATURE

219  
5-19-16  
c

⑈001018⑈ ⑆021213520⑆ 1414001139⑈

JOLI ON GUIDER LLC • RENTAL ACCOUNT				1018	
Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount
5/19/2016	Bill	051116	1,600.00	1,600.00	
					Check Amount
					Payment
					1,600.00

BCB Bank Rental Acc 6B 1,600.00

JOLI ON GUIDER LLC • RENTAL ACCOUNT				1018	
Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount
5/19/2016	Bill	051116	1,600.00	1,600.00	
					Check Amount
					Payment
					1,600.00

BCB Bank Rental Acc 6B 1,600.00

1019

**JOLI ON GUIDER LLC**  
 RENTAL ACCOUNT  
 55 N. MAIN STREET  
 MARLBORO, NEW JERSEY 02746

**BANK OF WOODBRIDGE**  
 YOUR COMMUNITY BANK  
 55-1352/212

5/19/2016

PAY TO THE ORDER OF Superior Realty Service \$ \*\*3,487.00

Three Thousand Four Hundred Eighty Seven and 00/100 DOLLARS

Superior Realty Service  
 2006 Avenue Y  
 Brooklyn, NY 11235

MEMO

ADDRESS SIGNATURE

E20  
5-19-16  
C

JOLI ON GUIDER LLC • RENTAL ACCOUNT 1019

Superior Realty Service

Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount	Payment
5/19/2016	Bill	5B	775.00	775.00		775.00
5/19/2016	Bill	7C	1,137.00	1,137.00		1,137.00
5/19/2016	Bill	3B	775.00	775.00		775.00
5/19/2016	Bill	6B	800.00	800.00		800.00
					Check Amount	3,487.00

BCB Bank Rental Acc 3,487.00

JOLI ON GUIDER LLC • RENTAL ACCOUNT 1019

Superior Realty Service

Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount	Payment
5/19/2016	Bill	5B	775.00	775.00		775.00
5/19/2016	Bill	7C	1,137.00	1,137.00		1,137.00
5/19/2016	Bill	3B	775.00	775.00		775.00
5/19/2016	Bill	6B	800.00	800.00		800.00
					Check Amount	3,487.00

BCB Bank Rental Acc 3,487.00

**JOLI ON GUIDER LLC**  
 RENTAL ACCOUNT  
 55 N. MAIN STREET  
 MARLBORO, NEW JERSEY 07746

**BANK OF WOODBRIDGE**  
 55-1352/212  
 5/18/2016

1020

PAY TO THE ORDER OF: Excellent Cabinetry, Inc \$ 2,872.00

Two Thousand Eight Hundred Seventy-Two and 00/100 DOLLARS

Excellent Cabinetry, Inc  
 694 Myrtle Ave  
 # 182  
 Brooklyn NY 11205

MEMO

11140011399

E21  
5-19-16  
C

JOLI ON GUIDER LLC • RENTAL ACCOUNT				5/18/2016	1020
Date	Type Reference	Original Amt.	Balance Due	Discount	Payment
10/29/2015	Bill	18,000.00	2,872.00		2,872.00
				Check Amount	2,872.00

BCB Bank Rental Acc 2,872.00

JOLI ON GUIDER LLC • RENTAL ACCOUNT				5/18/2016	1020
Date	Type Reference	Original Amt.	Balance Due	Discount	Payment
10/29/2015	Bill	18,000.00	2,872.00		2,872.00
				Check Amount	2,872.00

BCB Bank Rental Acc 2,872.00

1983

Park Slope Court LLC  
615 Baltic Street  
Brooklyn, New York 11217

**STERLING**  
NATIONAL BANK  
50-7044-2219

5/19/2016

PAY TO THE ORDER OF Apple Security Solutions \$ 451.83

Four Hundred Fifty-One and 83/100 DOLLARS

Apple Security Solutions  
P.O. Box 1665  
New Rochelle, NY 10802

MEMO

*[Signature]*  
AUTHORIZED SIGNATURE

⑆001983⑆ ⑆221970443⑆ 10000884157⑆

F22  
5-19-16  
C

Park Slope Court LLC 1983

Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount	Payment
5/19/2016	Bill	27234	451.83	451.83		451.83
					Check Amount	451.83

Park Slope Court LLC 1983

Date	Type	Reference	Original Amt.	Balance Due	5/19/2016 Discount	Payment
5/19/2016	Bill	27234	451.83	451.83		451.83
					Check Amount	451.83

Sterling Bank 451.83

NYSCEF DOC. NO. 41

RECEIVED NYSCEF: 12/21/2018  
STERLING NATIONAL BANK  
50-7044-2219

Park Slope Court LLC  
616 Baltic Street  
Brooklyn, New York 11217

6/19/2016

PAY TO THE  
ORDER OF

A & B Heating and Air Conditioning

\$

\*\*979.88 DOLLARS

Nine Hundred Seventy-Nine and 88/100\*\*\*\*\*

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

MEMO

⑈001993⑈ ⑆226470443⑆ ⑆0000884157⑈

Park Slope Court LLC

A & B Heating and Air Conditioning \*

Date Type Reference  
5/19/2016 Bill 882

Original Amt.  
979.88

Balance Due  
979.88

*223*  
*5-19-16*

5/19/2  
Disc. *C*

Check Amount

199:

ment  
979.88  
979.88

Sterling Bank

979.88  
199:

Park Slope Court LLC

A & B Heating and Air Conditioning

Date Type Reference  
5/19/2016 Bill 882

Original Amt.  
979.88

Balance Due  
979.88

5/19/2016  
Discount

Check Amount

Payment  
979.88  
979.88

Sterling Bank

PRODUCT 03101 USE WITH #1003 ENVELOPE

NYSCEF DOC. NO. 41

RECEIVED NYSCEF: 12/21/2018

Park Slope Court LLC  
615 Baltic Street  
Brooklyn, New York 11217

STERLING NATIONAL BANK  
50-7044-2219  
5/19/2016

PAY TO THE ORDER OF Otis Elevator Company  
Nine Hundred Three and 00/100  
Otis Elevator Company

\$ \*\*903.09

DOLLARS

MEMO

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

⑈001995⑈ 1221970443⑈ 10000884157⑈

Park Slope Court LLC

Otis Elevator Company  
Date Type Reference  
5/20/2016 Bill GL05503616

Original Amt.  
903.09

Balance Due  
903.09

5/19/2016 Discount  
Check Amount

*E24*  
*5-19-16*  
*C*

Sterling Bank

903.09

Park Slope Court LLC

Otis Elevator Company  
Date Type Reference  
5/20/2016 Bill GL05503616

Original Amt.  
903.09

Balance Due  
903.09

5/19/2016 Discount  
Check Amount

1995  
Payment  
903.09  
903.09

Sterling Bank

903.09

NYSCEF DOC. NO. 41

RECEIVED NYSCEF: 12/21/2018

Park Slope Court LLC  
819 Bell St  
Brooklyn, New York 11217

STERLING NATIONAL BANK  
60-7044-2219



5/25/2016

PAY TO THE ORDER OF City Wide Container Service

\$ \*\*272.19

Two Hundred Seventy-Two and 10/100\*\*\*\*\* DOLLARS

City Wide Container Service  
60 Anthony Street, Brooklyn NY 11222

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

MEMO

⑈001990⑈ ⑆221970443⑆ 10000884157⑈

Park Slope Court LLC

City Wide Container Service

Date Type Reference  
5/25/2016 Bill 32018

Original Amt.  
272.19

Balance Due  
272.19

5/25/2016  
Discount

Check Amount

*EST*  
*5-26-16*  
*C*

Sterling Bank

272.19

Park Slope Court LLC

City Wide Container Service

Date Type Reference  
5/25/2016 Bill 32018

Original Amt.  
272.19

Balance Due  
272.19

5/25/2016  
Discount

Check Amount

1990

Payment  
272.19  
272.19

Sterling Bank



54 Hudson Street  
Freehold, NJ  
10/6/16

- Employer’s liability insurance in the amount of \$1,000,000;
- Automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and for property damage combined;
- Commercial general liability insurance including contractual liability insurance in the combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, such insurance to include completed operations insurance;
- Excess liability in the amount of \$5,000,000 per occurrence/aggregate; and
- Professional liability insurance. The Professional Liability Insurance is written by a nationally recognized insurance company authorized and qualified to do business in the State where the project is located and rated “A” or better by A.M. Best & Company, with minimum limits of \$3,000,000 per claim and \$3,000,000 in the aggregate, with a maximum deductible or self insured retention not exceeding \$100,000. Valuable papers coverage in the amount of \$157,500.

VII TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon seven (7) days written notice thereof to the other party.
- B. In the event this Agreement is terminated by Client for any reason, Client will pay Consultant for all services rendered prior to and including the effective date of such termination.

EXECUTED this day and year first above written

CLIENT:

CONSULTANT:

Tona Construction and Management LLC

VDA® (Van Deusen & Associates)

*K26*  
*10-7-16*  
*0*

By: 

By:   
Richard Sayah

Title: 

Title: Vice President – LEED AP

Date Signed/Accepted: *10/7/16*

Address: 58 N. Main Street  
Marlboro, NJ 07746

Address: 120 Eagle Rock Avenue, Suite 310  
East Hanover, NJ 07936

ALL FAXED SIGNATURES ARE RECOGNIZED AS ORIGINALS  
EXECUTION OF THIS SIGNATURE PAGE REPRESENTS THE ACCEPTANCE OF THE ENTIRE PROPOSAL

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Tona Executive Suites, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **\_\_\_\_\_**  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) **\_\_\_\_\_**

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **\_\_\_\_\_**  
 Exemption from FATCA reporting code (if any) **\_\_\_\_\_**  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**58 N. Main Street**

6 City, state, and ZIP code  
**Marlboro, New Jersey 07746**

7 List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-					

or

Employer identification number									
8	1	-	4	0	1	5	6	6	7

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **10/25/16**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. **10-25-16** Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (dividend or interest on U.S. government securities), 1099-C (canceled debt), 1099-A (acquisition or abandonment of secured property)

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Advanced Scaffold Services LLC

620 Oakwood Ave Rear  
 West Hartford, CT 06110  
 NY & NJ Office: 973-591-0220

# Estimate

Date	Estimate #
12/13/2016	3995

Name / Address
TONA CONSTRUCTION & MANAGEMENT MICHAEL D'ANGELO 58 NORTH MAIN STREET MARLBORO, NJ 07746

Ship To
54 HUDSON STREET FREEHOLD, NJ

Terms	Rep	FOB	Project
	KA		54 HUDSON STRE...

Item	Description	Qty	Cost	Total
Sidewalk Bridge I...	SALE OF (8) 20' JUNIOR BEAMS	8	155.00	1,240.00T
Sidewalk Bridge I...	SALE OF (8) 13' JUNIOR BEAMS	8	100.00	800.00T
TRUCKING	DELIVERY OF BEAMS		300.00	300.00T

All EQUIPMENT and LABOR to meet or exceed all OSHA regulations.	<b>Subtotal</b>	\$2,340.00
	<b>Sales Tax (7.0%)</b>	\$163.80
	<b>Total</b>	\$2,503.80

1/23/17

Signature 

k28  
 1-23-17  
 o

Fire Alarm Addition



**COMPLETE SECURITY SYSTEMS, INC.**

## Sales Agreement

**TRANSFERS.** The BUYER cannot transfer or assign this Agreement without the CORPORATION'S prior written consent. However, the CORPORATION may transfer or assign this Agreement, or subcontract any of Contractor's duties or responsibilities hereunder, without the BUYER'S consent. Anyone to whom the CORPORATION transfers or assigns this Agreement, or any of the CORPORATION'S duties or responsibilities, shall receive the benefit of, and have the right to enforce, the terms and conditions of this Agreement, including, without limitation, the Limitation of CORPORATION'S Liability, Insurance Waiver of Subrogation, BUYER'S Protection of CORPORATION, and the Limitation on Lawsuits; Jury Trial.

**LIMITATION ON LAWSUITS; JURY TRIAL.** The BUYER must bring any lawsuit against the CORPORATION within 1 year after the act, omission or event occurred upon which the lawsuit is based. If the BUYER does not, the BUYER shall have no right to sue the CORPORATION and the CORPORATION shall have no liability whatsoever to the BUYER for that claim. Time is of the essence. TO THE FULL EXTENT PERMITTED BY LAW, THE CORPORATION AND BUYER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

**FALSE ALARM CHARGES.** In the event any fine, penalty or fee is assessed against the BUYER or CORPORATION by any governmental or municipal authority, department or agency as a result of any alarm condition, false or otherwise, originating from the Premises, the BUYER agrees to pay the same and forthwith reimburse CORPORATION for any such fine, penalty or fee so assessed against, or paid by, the CORPORATION

**PROPOSAL/PURCHASE ORDERS/OTHER AGREEMENTS/CHANGE ORDERS.** In the event of any conflict between this Agreement and any other agreement, proposal, contract or purchase order relating the subject matter hereof, the terms of this Agreement shall govern and control.

**MISCELLANEOUS.** This Agreement contains the entire understanding between the BUYER and the CORPORATION relating to this Agreement and its subject matter, and replaces any earlier discussions or agreements. This Agreement cannot be changed except in writing signed by BUYER and CORPORATION. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement is governed by New Jersey Law.

This Agreement is not binding on the CORPORATION until the earlier of: (i) CORPORATION, through its Authorized Representative, signs this Agreement; or (ii) services are commenced under this Agreement. If the CORPORATION does not approve this Agreement, the CORPORATION's only obligation is to refund any payments the BUYER has made.

BY SIGNING BELOW, THE BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ IT AND UNDERSTANDS IT, INCLUDING THE TERMS RELATING TO LIMITATION OF CORPORATION'S LIABILITY AND PROTECTION OF CORPORATION.

(CONSUMER TRANSACTIONS ONLY) BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF RIGHT OF RESCISSION FORM FOR AN EXPLANATION OF THIS RIGHT. BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF THE NOTICE OF RIGHT OF RESCISSION FORM.

Date: June 28, 2017

Accepted: COMPLETE SECURITY SYSTEMS, INC.

BY:

**NOTICE OF CANCELLATION**  
YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

THE BUYER  
**Tona Construction and Management LLC**  
58 North Main Street  
Marlboro, NJ 07746

K29  
7-3-17  
0

Tona Construction & Management LLC  
AS AGENT FOR Tona Executive Suites LLC

By: 

K30  
0

Domenick Tonacchio

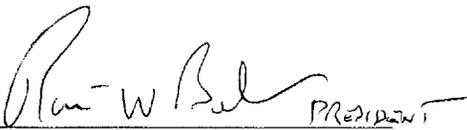
Tona Executive Suites LLC

By: 

K31  
0

Domenick Tonacchio

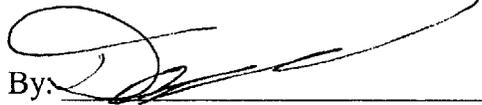
**Contemporary Wall Systems, Inc**

By:  PRESIDENT

Name: ROBERT W. BAIRINGTON

This Agreement is entered into as of the date and year first written above.

Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

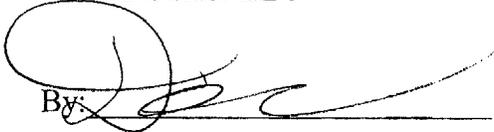
By: 

k32

o

Domenick Tonacchio

Joli on Guider LLC

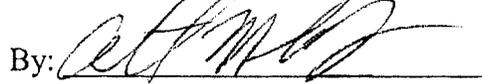
By: 

k33

o

Domenick Tonacchio

Architectural Windows Manufacturing Corporation

By: 

Anthony M. Laino, Jr. *Am*

consulted with its attorney concerning the terms of this Agreement. As such, this Agreement shall be deemed equally drafted by each party.

This Agreement is entered into as of the date and year first written above.

Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

KJH

By: 

o

Domenick Tonacchio

Joli on Guider LLC

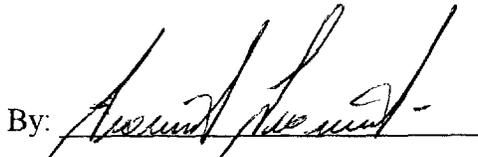
By: 

KJK

Domenick Tonacchio

o

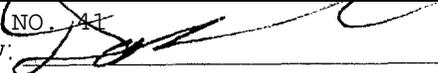
Yale Tile & Stone LLC

By: 

Name: Franks Lorent

NYSCEF DOC. NO. 41

RECEIVED NYSCEF: 12/21/2018

By: 

K36

Domenick Tonacchio

0

Joli on Guider LLC

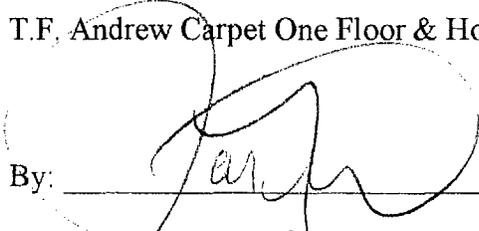
By: 

K37

Domenick Tonacchio

0

T.F. Andrew Carpet One Floor & Home

By: 

Name: John Faney

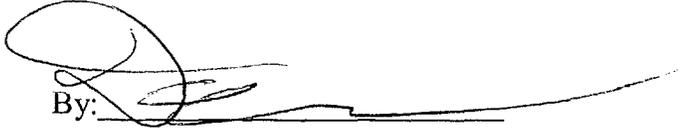
By: 

K 38

Domenick Tonacchio

o

Joli on Guider LLC

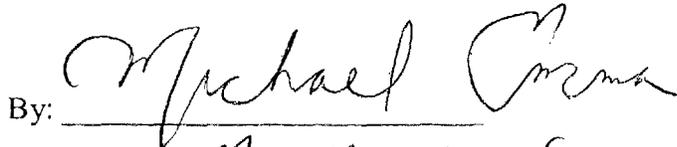
By: 

Domenick Tonacchio

K 31

o

PCM Consulting Corp. dba Sign Guys NYC

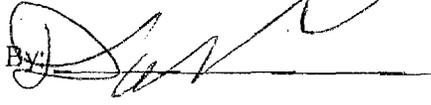
By: 

Name: Michael Emma  
PRESIDENT

This Agreement is entered into as of the date and year first written above.

Tona Construction & Management LLC  
AS AGENT FOR Joli on Guider LLC

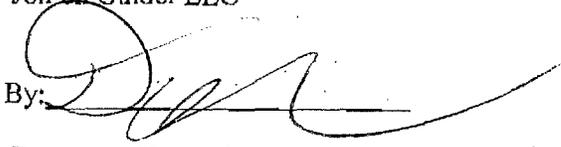
K40

By: 

0

Domenick Tonacchio

Joli on Guider LLC

By: 

K41

Domenick Tonacchio

0

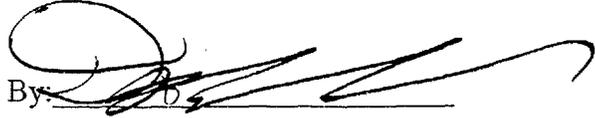
F & C Professional Aluminum Railings Corp

By: 

John Gaster



Joli on Guider LLC

By: 

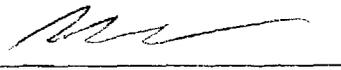
K42

o

Domenick Tonacchio

PURCHASE ORDER - PAGE 1

Herod's Stone Design

By: 

Name & Title: Mike Zertic



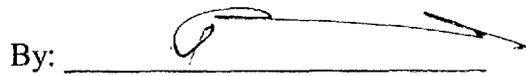
Joli on Guider LLC

By: 

K43  
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Domenick Tonacchio

KAD Construction

By: 

Name: PERRY ABRISHAMCHI

NAME Baltic Adh LLC 2319  
ACCOUNT NO. 1414000875  
DATE 11/30/18 55-1352/212  
PAY TO THE ORDER OF Access Forensic \$ 1,750  
One thousand seven hundred & fifty DOLLARS  
**BCB** 473 SPOTSWOOD ENGLISHTOWN RD  
COMMUNITY BANK MONROE TOWNSHIP, NJ 08831 (732) 656-0500  
FOR \_\_\_\_\_  
MP  
⑈002319⑈ ⑆021213520⑆ 1414000875⑈

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11-30-18  
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Attachment 3

Expert Witness Qualifications  
(Curriculum Vitae)

# Richard T. Picciochi

Access Forensic Group, LLC

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## Employment

FORENSIC DOCUMENT EXAMINER (Private Practice) 2004 - PRESENT

- Examine questioned handwriting and documents for genuineness or spuriousness
- Provide consultation, case review, on-site inspections, written reports, demonstrative exhibits and court testimony

FORENSIC DOCUMENT EXAMINER (New York City Police Dept.) 1982 & 1983, 1985 - 2004

- Examine questioned handwriting and documents for genuineness or spuriousness
- Collect evidence from crime scenes and collect handwriting specimens from suspects
- Provide written reports, demonstrative exhibits and court testimony
- Train personnel in handwriting examination, document examination, fingerprint processing and evidence photography
- Lecture to detectives, police management and assistant district attorneys
- Edit and contribute to Questioned Document Unit procedure and training manuals
- Conduct quality assurance examinations
- Supervise Questioned Document Unit personnel

POLICE ACADEMY AND FIELD TRAINING (New York City Police Dept.) 1984

FORENSIC SEROLOGIST (New York City Police Dept.) 1980 - 1982

### TEACHING POSITIONS

- Hofstra University, Chemistry Department 2005 - PRESENT
  - CUNY John Jay College, Science Department 1978 - 1980
- 

## Education

- MS in Forensic Science, John Jay College of Criminal Justice, New York, NY 1980
  - BS in Biology, Adelphi University, Garden City, NY 1977
- 

## Certification

- Diplomate, American Board of Forensic Document Examiners 2005
  - Re-certification 2010 & 2015
- 

## Affiliations

- American Academy of Forensic Science
- International Association for Identification
- Midwestern Association of Forensic Scientists
- New York Microscopical Society
- American Chemical Society

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**Specialized Training (Government Courses):**

- Three year apprenticeship, *NYPD Questioned Document Unit* (1982/83, 1985/86)
- Fundamentals of Documents Examination for Laboratory Personnel Course, *FBI Academy & University of Virginia* (1985)
- Questioned Document Course, *United States Secret Service* (1985)
- Crime Laboratory Photography Course, *FBI Academy & University of Virginia* (1985)
- Typewriter and Printer Examination Course, *FBI Academy & University of Virginia* (1991)
- Latent Print Course, *FBI Academy* (1996)
- Windows and Adobe Photoshop Workshop, *NYPD/FID* (1997)
- Quality Assurance Principals for Laboratory Personnel Course, *NYPD/FID* (1999)
- Microspectrophotometry in Forensic Science Workshop, *NYPD/FID* (2000)
- Introduction to Digital Imaging, *NYPD/FID* (2002)
- Fraudulent Document Examination Course, *NYPD Counter Terrorism Bureau* (2003)
- Graffiti Examination and Comparison Course, *NYPD Vandal Squad* (2003)
- Ethics in Forensic Science Course, *NYPD/FID* (2003)
- Methods Used for Authenticating Questioned Documents Workshop, *United States Secret Service* (2007)
- Charred Document Analysis and Preservation Workshop, *Federal Bureau of Investigation* (2009)
- Fraudulent Signature Analysis Workshop, *Federal Bureau of Investigation* (2009)
- Hyperspectral Imaging Workshop, *Library of Congress Research Preservation and Testing Laboratory and the United States Secret Service* (2013)
- The Application of Questioned Document Examinations to the Analysis of Valuable Signatures and Other Antiques Workshop, *Federal Bureau of Investigation* (2015)

**Specialized Training (University Courses):**

- Survey of Questioned Documents Course, *CUNY John Jay College* (1980)
- Questioned Document Handwriting Course, *Valencia College* (1986)
- Advanced Handwriting Identification, Theory, Mechanics, Analysis and the Fundamentals of Disguised Writing Course, *University of New Haven* (1998)
- Printing Process Identification and Image Analysis for Forensic Document Examiners Course, *Rochester Institute of Technology* (2001)

**Specialized Training and Workshops (Professional Organizations):**

- Signature Identification Workshop, *American Academy of Forensic Sciences* (1988)
- Typewriting Examination and Classification Workshop, *Midwestern Association of Forensic Scientists* (1994)
- Crime Laboratory Photography Workshop, *Northeastern Association of Forensic Scientists* (1994)
- Signature Workshop, *Northeastern Association of Forensic Scientists* (1995)
- Expert Witness and Testimony Workshop, *American Academy of Forensic Sciences* (1997)

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**Specialized Training and Workshops (continued):**

- Paper and Fiber Examination Workshop, *Integrated Paper Services & the Southwestern Association of Forensic Document Examiners* (2000)
- Expert Witness and Litigation Course, *SEAK, Inc.* (2000)
- Visual Spectral Comparator Workshop, *Foster & Freeman* (2003)
- Inkjet Printer Workshop, *Mid-Atlantic Association of Forensic Scientists* (2004)
- Check Washing Workshop, *American Board of Forensic Document Examiners* (2004)
- Facsimile Examinations Workshop, *American Board of Forensic Document Examiners* (2004)
- Adobe Photoshop Workshop, *American Board of Forensic Document Examiners* (2004)
- Rubber Stamp Examinations Workshop, *American Board of Forensic Document Examiners* (2004)
- The Reasoning Process Workshop, *American Board of Forensic Document Examiners* (2004)
- Multi-Faceted Examinations Workshop, *American Board of Forensic Document Examiners* (2004)
- Printing Process Examinations Workshop, *American Board of Forensic Document Examiners* (2005)
- Visible, Infrared and Ultraviolet Examinations Workshop, *American Board of Forensic Document Examiners* (2005)
- Line Intersection and Alterations Workshop, *American Board of Forensic Document Examiners* (2005)
- Signature Workshop, *New York State Division of Criminal Justice Services, Office of Forensic Services, Technical Working Group for Document Examiners* (2006)
- Flap and Seal Integrity Workshop, *New York State Division of Criminal Justice Services, Office of Forensic Services, Technical Working Group for Document Examiners* (2006)
- Theory and Applications Workshop for the Foster and Freeman Video Spectral Comparators and the Electrostatic Detection Apparatus, *Northeastern Association of Forensic Scientists* (2006)
- Authentication and Dating Methods in Forensic Document Examination Workshop, *American Board of Forensic Document Examiners* (2006)
- Duplicate Rubber Stamp Examinations Workshop, *American Board of Forensic Document Examiners* (2006)
- Signature Disguise and Simulation Workshop, *American Board of Forensic Document Examiners* (2006)
- Signature Auto-Forgery Workshop, *American Board of Forensic Document Examiners* (2006)
- Disguised and Distorted Handwriting Workshop, *New York State Division of Criminal Justice Services, Office of Forensic Services, Technical Working Group for Document Examiners* (2007)
- Examining Documents Requiring a Multi-Faceted Approach Workshop, *Midwestern Association of Forensic Scientists* (2007)
- Sequencing of Indented Impressions Workshop, *Midwestern Association of Forensic Scientists* (2007)
- Courtroom Testimony for Forensic Document Examiners Workshop, *Midwestern Association of Forensic Scientists* (2007)
- Forensic Examination of Computer Generated Documents Workshop, *Midwestern Association of Forensic Scientists* (2007)

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**Specialized Training and Workshops (continued):**

- Photocopier, Facsimile and New Technology Workshop, *Canon Imaging Group, Southeast Region System & Technical Support Division* (2008)
- Risograph Digital Duplicator Workshop, *New York State Division of Criminal Justice Services, Office of Forensic Services, Technical Working Group for Document Examiners* (2008)
- Dichroic Filter Workshop, *Skill-Task Training, Assessment & Research, Inc.* (2008)
- Handwriting Examinations Involving Extensive Multiple Known Writers Workshop, *Skill-Task Training, Assessment & Research, Inc.* (2008)
- Natural, Disguised, and Simulated Signatures Workshop, *Skill-Task Training, Assessment & Research, Inc.* (2008)
- Inkjet Printing Technology Workshop, *Skill-Task Training, Assessment & Research, Inc.* (2008)
- Digital Photography Course, *Skill-Task Training, Assessment & Research, Inc.* (2008)
- Salvage and Restoration of Water Damaged and Charred Media Course, *Document Reprocessors* (2009)
- Hyper Spectral Imaging Workshop, *ChemImage* (2009)
- Improving the Quality and Reliability of Forensic Sciences Course, *John Jay College Office of Continuing Professional Studies* (2010)
- Cutting Edge Issues in Forensic Science: Pattern and Impression Evidence, National Academy of Sciences Study and Forensic Ethics Course, *American Bar Association and the American Academy of Forensic Sciences* (2010)
- Expert Testimony Course, *New York State Bar Association* (2010)
- Signature Examination Workshop - Complex Issues and Common Problems, *American Board of Forensic Document Examiners* (2011)
- Note Taking Techniques and Considerations for Document Examiners, *Midwestern Association of Forensic Scientists* (2011)
- Signature Examinations of Healthy and Impaired Writers Workshop, *American Academy of Forensic Sciences* (2013)
- Ultra-Violet and Infrared Capture of Crime Scene Evidence, *The Evidence Conference* (2013)
- Expert Testimony Workshop, *Northeastern Association of Forensic Scientists* (2013)
- Getting the Most Out of Your Visual Spectral Comparator Workshop, *Foster & Freeman and Midwestern Association of Forensic Scientists* (2015)
- The Examination of Documents Requiring a Multi-Faceted Approach Workshop, *Midwestern Association of Forensic Scientists* (2015)
- Evaluating Signatures Workshop, *Midwestern Association of Forensic Scientists* (2015)
- The Forensic Examination of Electronic Signatures, *Midwestern Association of Forensic Scientists* (2015)
- Steganography and Sympathetic Inks: The History Behind Invisible Inks and the Chemistry Associated With It, *American Chemical Society* (2015)

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**Meetings:**

- American Academy of Forensic Sciences (1988, 1996 - 1998, 2008, 2013, 2017)
- American Society of Questioned Document Examiners (1986, 2001)
- American Board of Forensic Document Examiners (2004 - 2006)
- New York State Technical Working Group for Document Examiners (2005 - 2009, 2011)
- Northeastern Association of Forensic Scientists (1979 - 2007, 2013)
- Mid-Atlantic Association of Forensic Scientists (1980, 2000, 2004)
- Midwestern Association of Forensic Scientists (1994, 2007, 2011, 2015)
- Southwestern Association of Forensic Document Examiners (2000)
- New York Microscopical Society (1993, 2004, 2008 - 2018)
- American Chemical Society (2006 - 2008, 2011 - 2015)
- Southern Association, Midwestern Association, Mid-Atlantic Association and Southwestern Association of Forensic Scientists Joint Meeting (2009)
- National Institute of Standards and Technology - Measurement Science and Standards in Forensic Handwriting Analysis Symposium (2013)

**Presentations:**

- A Method for the Recovery of Latent Images From Polaroid Land Negative Sheets, International Symposium on Questioned Documents, Federal Bureau of Investigation, Albany, NY (1999)
- Handwriting and Questioned Document Examinations, in-service training courses for the Detective Bureau, Intelligence Division and Police Academy, New York City Police Department (1986 through 2004)
- CLE, Handwriting and Document Examinations, Brooklyn Bar Association (2008)
- CLE, Handwriting and Document Examinations, Suffolk Academy of Law (2011)
- CLE, Handwriting and Document Examinations, New York County Lawyers' Association (2011)

**Publications:**

- Editor and contributing author, Questioned Document Procedure Manual, Questioned Document Training Manual and Questioned Document Training Program, New York City Police Department (1999)
- Editor and contributing author, Questioned Document Technical Manual and Questioned Document Training Program, New York State Police Department (2008)

**Miscellaneous:**

- Consultant to Hofstra University to develop a New York State accredited Bachelor of Science curriculum in Forensic Science (2004)
- Consultant to the New York State Police Department to provide training in Forensic Document Examination to crime laboratory personnel (2007 and 2008)
- Consultant to the New York State Police Department to provide technical peer review of forensic document cases (2012)

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**Miscellaneous (continued):**

- Technical Assessor for ISO Inspection and Accreditation of Crime Laboratories by ASCLD/LAB International (2009 to present)
- Technical Assessor for ISO Inspection and Accreditation of Crime Laboratories by ANSI-ASQ National Accreditation Board (2013 to present)
- Assigned to the Questioned Document Expert Witness Panel of the Nassau County Bar Association Assigned Counsel Defender Plan (2013 to present)
- Conducted ISO 17025 accreditation inspection and assessment of the Federal Police Laboratory of Mexico, Questioned Document Section (October 2015)
- Conducted ISO 17025 accreditation inspection and assessment of the United States Army Criminal Investigation Laboratory, Questioned Document Section (November 2015)
- Conducted ISO 17025 accreditation inspection and assessment of the Honolulu Police Department Crime Laboratory, Questioned Document Section (June 2016)
- Conducted ISO 17025 accreditation inspection and assessment of the Attorney General, State of Puebla Mexico, Institute of Forensic Sciences Laboratory, Questioned Document Section (March 2017)
- Conducted ISO 17025 accreditation inspection and assessment of the Attorney General, State of Guanajuato, Mexico, Criminal Investigation Agency, Forensic Laboratories, Questioned Document Section (April 2017)
- Conducted ISO 17025 accreditation inspection and assessment of the United States Army Criminal Investigation Laboratory, Questioned Document Section (December 2017)
- Conducted ISO 17020 accreditation inspection and assessment of the National Institute of Criminalistics and Criminology of the National Gendarmerie, Algiers, Algeria, Questioned Document Section (April 2018)