

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

DAVID J. GARSIA,
Plaintiff,

v.

WILLIAM "BILLY" PROCIDA; DEREK WEISSMAN; MARIO PROCIDA; PETER PROCIDA; 100 MILE FUND, LLC; 100 MILE REIT, INC.; 100 MILE RENARD TOTOWA, LLC; PROCIDA FUNDING & ADVISORS, LLC; 100 MILE CNOB, LLC; SPRUCE STREET PARTNERS, LLC; CONNECTONE BANK; SILLS CUMMIS & GROSS, P.C.; ERIC R. PERKINS; PATRICIA STAIANO; STEVEN D. PLOFKER; JOHN O'BOYLE; 468 TOTOWA OWNER, LLC; and JOHN and JANE DOES 1-20,
Defendants.

Case 2:25-cv-12038-SDW-AME

AMENDED COMPLAINT
(Jury Trial Demanded)

RECEIVED

SEP 19 2025

AT 8:30 11 am M
CLERK, U.S. DISTRICT COURT - DNJ

B.Y.(FC)

PRELIMINARY STATEMENT

1. This case exposes a coordinated racketeering enterprise operating at the intersection of real estate, banking, and law.
2. At the center is William "Billy" Procida and his 100 Mile Fund entities, aided by his partner Derek Weissman, insider family members, legal counsel at Sills Cummis & Gross, financial conduit ConnectOne Bank, and complicit bankruptcy professionals Eric Perkins and Patricia Staiano.
3. The enterprise weaponized predatory lending, fraudulent transfers, PPP loan diversion, sham insider sales, extortionate threats, suppression and retaliation, and abuse of the bankruptcy system to strip Plaintiff of his properties, equity, brand, and goodwill.
4. Defendants' conduct harmed not only Plaintiff but also the public: over one hundred couples who lost wedding deposits, small businesses deprived of contracts, and a community deprived of Plaintiff's redevelopment vision while insiders enriched themselves.
5. Plaintiff's father formally owned the companies that held title to the properties, but Plaintiff and his wife were acknowledged by lenders, Procida, and Sills attorneys as the operators, designated heirs, and ultimate beneficiaries, and devoted years of uncompensated work on that basis.
6. Plaintiff seeks relief under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §§ 1962(c), (d), fraudulent transfer statutes, and related laws. Plaintiff requests treble damages, compensatory damages, restitution, disgorgement, and injunctive relief to stop Defendants' ongoing misuse of his brand and approvals.

JURISDICTION AND VENUE

7. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1332 and 18 U.S.C. § 1964(c).
8. Venue is proper under 28 U.S.C. § 1391(b) because the events occurred in this District and the properties at issue are located here.

PARTIES

9. Plaintiff David J. Garsia is a resident of New Jersey and the creator of the Art Factory, a redevelopment enterprise in Paterson.
10. Defendant William "Billy" Procida with an address at 570 Sylvan Ave, Englewood Cliffs, NJ 07632 is a developer and principal of Procida Funding & Advisors, 100 Mile Fund, and related entities, directing the scheme.
11. Defendant Derek Weissman with an address at 570 Sylvan Ave, Englewood Cliffs, NJ 07632 is Procida's partner, officer, and signatory of 100 Mile entities, and an authorized signer for Spruce Street Partners, LLC.
12. Defendants Mario and Peter Procida with an address at 456 E. 173rd Street, Bronx, NY 10457 are family insiders who took title to the 468 Totowa Avenue property, formerly held through Plaintiff's family companies, by means of fraudulent transfer. Although legal title rested in those companies, 2018 emails (E401) show lenders, Sills attorneys, and Procida acknowledged Plaintiff and his wife as running the business, the "whole deal going forward," and expected they would "eventually profit the most." Plaintiff devoted years of uncompensated work in reliance on those assurances and inheritance designations; the transfer stripped both the companies and Plaintiff of equity and benefit.
13. Defendants 100 Mile Fund, LLC; 100 Mile REIT, Inc.; 100 Mile Renard Totowa, LLC; Procida Funding & Advisors, LLC; 100 Mile CNOB, LLC; and 468 Totowa Owner, LLC with addresses at 570 Sylvan Ave, Englewood Cliffs, NJ 07632 are alter-ego entities used to seize Plaintiff's assets.
14. Defendant Spruce Street Partners, LLC, organized by Steven D. Plofker, with an address at 7 N Willow Street, Suite 8B, Montclair, NJ 07042 was used as an insider assignee in bankruptcy sales.
15. Defendant ConnectOne Bank (CNOB) with an address at 301 Sylvan Ave, Englewood Cliffs, New Jersey 07632 acted as financial conduit, co-venturer, and escrow agent with 100 Mile entities.
16. Defendant Sills Cummis & Gross, P.C. with an address at One Riverfront Plaza, Newark, New Jersey 07102 acted as architect and enabler of the fraudulent transfer scheme, from inception through bankruptcy.
17. Defendant Eric R. Perkins with an address at Hellring Lindeman Goldstein & Siegal LLP, 103 Eisenhower Parkway, Suite 403, Roseland, New Jersey 07068-1031 was appointed Chapter 7 trustee for the Great Falls Industrial Park estate, which included the Art Factory properties; Defendant Patricia Staiano with an address at Hellring Lindeman Goldstein & Siegal LLP, 103

Eisenhower Parkway, Suite 403, Roseland, New Jersey 07068-1031 served as his counsel. In that capacity, they abused their fiduciary positions to facilitate insider sales, suppress Plaintiff's speech, and permit looting of property and records.

18. Defendant John O'Boyle, of Norgaard O'Boyle with an address at Norgaard, O'Boyle & Hannon, 184 Grand Avenue, Englewood, NJ 07631 served as conflicted estate counsel and coordinated quid-pro-quo arrangements with Procida and Sills.
19. Defendants John and Jane Does 1–20 are other participants and enablers whose identities are not yet fully known.

FACTUAL ALLEGATIONS

A. Formation of the Enterprise

20. Beginning in 2018, Defendants associated together in fact as an enterprise with the common purpose of seizing Plaintiff's properties, brand, equity, and goodwill without paying fair value.
21. The enterprise included insiders (Procida, Weissman, family), financial conduit (CNOB), legal architects (Sills, O'Boyle), and bankruptcy professionals (Perkins, Staiano).
22. The enterprise functioned as a continuing unit, with each participant playing a defined role.
23. The enterprise is an association-in-fact under 18 U.S.C. § 1961(4). It had a common purpose (to seize Plaintiff's assets and brand without fair value), relationships among those associated, and longevity sufficient to pursue its purpose.

B. Pattern of Enterprise Conduct (2018–2025)

24. In 2018, emails show Silver Arch, Procida, and Sills coercing Plaintiff into personal guarantees while admitting Plaintiff and his wife were "running the entire business" and would "eventually profit the most." (E401)
 25. In 2019, Procida issued the directive "Make it go away" in response to a legal challenge, with Sills attorney Leighton copied. (E402)
 26. In January 2021, Procida sent explicit extortionate threats to Plaintiff and his family, "You f***ed the wrong guy... tell your mom and da and wife", again copying Sills attorney Leighton. (E403)
 27. In June 2021, during the 468 Totowa escrow/entity swap, Sills coordinated real-time entity substitutions while Plaintiff's counsel documented prejudice. (E404)
 28. In June 2020, Plaintiff was induced to write "we have no secrets between us," confirming legal strategy was being shared among Procida, Sills, and adverse parties. (E405)
 29. These communications obliterate any claim of privilege, trigger the crime-fraud exception, and show a continuous seven-year pattern of racketeering activity.
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C. ConnectOne Bank: Co-Venturer and Financial Conduit

30. Defendant ConnectOne Bank was not a neutral lender or depository. From 2018 through foreclosure and transfer, CNOB partnered with Defendants Procida and the 100 Mile entities to execute a loan-to-own scheme, serving as both co-venturer (via a joint entity) and financial conduit for wires, PPP proceeds, payoff funds, and escrow structures. (E014–E079)
31. At Procida's direction, Sills arranged for Plaintiff's accounts to be opened at CNOB, and Procida's team managed Plaintiff's banking through CNOB personnel. (E014–E015, E023–E030)
32. On June 12, 2019, Defendants formed 100 Mile CNOB LLC, expressly fusing Procida's fund with ConnectOne's identity, proof that CNOB was not arm's-length, but inside the deal. Plaintiff was never told. (E065)
33. In February 2020, insurance certificates for Plaintiff's properties named 100 Mile CNOB LLC, 100 Mile entities, and CNOB (ATIMA) as additional insureds, pre-dating PPP loans and establishing CNOB's direct financial stake. (E031–E033, E037–E038, E063)

D. PPP Fraud (Predicate Act Series)

34. On April 10, 2020, Procida's asset manager Omar Khan (cc Weissman) instructed Plaintiff to apply for PPP loans via channels tied to Procida and to note "Referred by Procida." (E068)
35. On April 20, 2020, CNOB processed and approved Plaintiff's PPP loan (~\$197,000). (E069)
36. On April 22, 2020, Weissman directed Plaintiff to wire PPP proceeds into "Procida Funding, LLC – Trust Account" at CNOB, diverting federal relief into enterprise accounts. (E070)
37. In January 2021, Weissman told Plaintiff he would work "behind the scenes" with CNOB staff, including Jose Rosario, and directed PPP submissions through CNOB internal systems; Procida admitted his firm had "aided in getting PPP processed with CNOB, and continue to do so." (E066–E067)
38. These acts constitute wire fraud, bank fraud, and misuse of federal funds within the meaning of RICO.

E. Escrow and Payoff Manipulation

39. In June 2021, the Totowa closing required ~\$5.616 million wired to 100 Mile Fund's account at CNOB. (E051)
40. The closing papers also included a \$500,000 "Holdover Tenants" escrow, structured so that the entire escrow was released to 100 Mile Renard Totowa, LLC if vacancy was not achieved. (E050–E052)
41. Weissman simultaneously emailed "start construction Oct 1." (E053)
42. CNOB also moved six-figure wires, including \$334,261 from Procida Funding's CNOB account to cover capital gains on the Totowa transfer, and instructed Plaintiff to wire into "CNOB – 100 Mile REIT, Inc. Operating Account." (E072–E073)

43. In late 2023, Weissman's errant "Summerhill" email confirmed an active CNOB credit line and negotiations for discounted payoffs conditioned on satisfying a \$2.5MM CNOB obligation. (E074)

F. Money-Laundering Facilitation

44. CNOB hosted 100 Mile trust and operating accounts and was the designated recipient for payoff funds, PPP wires, and escrow deposits. (E051, E070, E072–E073)
45. Prior to the pandemic, CNOB and 100 Mile CNOB LLC were named as additional insureds on Plaintiff's properties, confirming CNOB's direct stake. (E031–E033, E037–E038, E063)
46. CNOB executives publicly endorsed Procida's projects, including the Art Factory "reimagination," and jointly promoted redevelopment ventures. (E075–E079)
47. By hosting, channeling, and legitimizing funds, CNOB enabled concealment and integration of racketeering proceeds in violation of 18 U.S.C. §§ 1956–1957.
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G. Bankruptcy Manipulation

48. In March 2025, Trustee Perkins represented to the Bankruptcy Court that 100 Mile REIT would assign its rights to Spruce Street Partners, LLC, falsely described as a wholly-owned affiliate. (E370)
49. Hours later, Sills substituted Spruce Street Paterson, LLC, owned by Procida, into the order.
50. On July 15, 2025, Spruce Street Partners filed an adversary answer signed **pro se** by **Steven D. Plofker**. (E371)
51. On July 16, 2025, Weissman signed for Spruce Street Partners, LLC. (E372)
52. These filings show insider collusion between Procida, Sills, Perkins, and Plofker.
-

H. Sills' Privilege / Crime-Fraud Exposure

53. Privilege was destroyed from inception by copying adverse parties into strategy communications. (E401, E405)
54. The crime-fraud exception is triggered by Procida's "Make it go away" directive, extortion threats, and fraudulent transfer execution. (E402–E404)
55. Emails and stipulations demonstrate that Sills attorneys (Leighton, Teele) coordinated entity substitutions, guarantee language, and gag demands with non-clients and adverse parties, obliterating privilege.
56. These actions show Sills functioned not as independent counsel, but as an enterprise architect participating in racketeering conduct.
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I. Sills' Conflicts and Misrepresentations

- 57. Plaintiff warned Sills of conflicts, including its simultaneous involvement with adverse parties and insider entities. (E409)
 - 58. Despite this, Sills filed a stipulation purporting to represent fourteen defendants, including itself, in the same proceeding. (E410)
 - 59. Public filings show that Steven Plofker, through Spruce Street Partners, filed pro se papers contradicting Sills' representation claim, further exposing the inconsistency. (E411)
 - 60. These actions evidence knowing misrepresentation of attorney-client relationships to the Court, designed to conceal insider coordination and frustrate scrutiny.
 - 61. Litigation privilege does not immunize Sills' conduct, which included fraudulent filings, suppression efforts, and direct participation in predicate acts of mail fraud, wire fraud, and obstruction of justice.
-

J. O'Boyle Quid-Pro-Quo

- 62. On September 23, 2024, John O'Boyle emailed Sills proposing that 100 Mile cover estate costs in exchange for deficiency waiver. (E340)
 - 63. Although O'Boyle purported to represent the estate, his coordination with Sills and Procida shows he acted in furtherance of the enterprise.
 - 64. Litigation privilege does not extend to corrupt quid-pro-quo arrangements.
-

K. Trustee Misconduct

- 65. Trustee billing records reflect time entries for suppressing Plaintiff's speech and coordinating carve-out arrangements. (E352–E356)
 - 66. In September 2024, the trustee's agents looted Plaintiff's residence, exposing U.S. mail and destroying property, as documented in video evidence. (E200 series)
 - 67. Trustee immunity does not apply where officials act outside the scope of duties or in knowing furtherance of fraud.
-

L. Suppression & Retaliation

- 68. In May 2024, Defendants pressed Plaintiff to sign a pre-negotiation agreement designed to foreclose claims; Plaintiff rejected it as entrapment. (E408)
- 69. In September 2024, Sills attorney Jason Teele coordinated with O'Boyle to coerce social media takedowns, offering relief on guarantees in exchange for silence. (E406)

70. In 2025, Sills pursued arrest motions against Plaintiff, his wife, and even his deceased father, leveraging forged guarantees as a control weapon. (E407)

71. These acts constitute retaliation, obstruction, and civil-rights violations.

M. Brand Misappropriation

72. Defendants have continued to exploit the “Art Factory” brand, using Plaintiff’s designs, plans, and approvals in redevelopment campaigns. (E068)

N. Pattern of Racketeering Activity

73. Defendants committed multiple predicate acts within ten years, including mail fraud, wire fraud, bank fraud, honest services fraud, obstruction, extortion, and fraudulent transfer.

74. These acts were related, continuous, and form a closed- and open-ended pattern under 18 U.S.C. § 1961(5).

O. Injury

75. Defendants’ racketeering acts were the direct, foreseeable, and proximate cause of Plaintiff’s injuries.

76. But for Defendants’ conduct, Plaintiff would have retained equity exceeding \$10 million, contracts with more than 100 couples, continued possession of property, and goodwill of the Art Factory brand.

77. Plaintiff’s financial devastation is documented in E412, which quantifies losses exceeding \$141 million, with RICO treble exposure approaching \$484 million.

P. Standing, Public Harm, and Specificity

78. Plaintiff brings this action for injuries personal to him, including loss of equity, contracts, property, and goodwill.

79. These are not claims of the bankruptcy estate but distinct harms suffered by Plaintiff.

80. References to wedding couples, vendors, and community impact illustrate the scope and pattern of racketeering activity.

81. Each defendant is tied to specific predicate acts with dates and exhibits.

82. This Complaint satisfies Rule 9(b) and Twombly/Iqbal by providing particularized allegations, not conclusions.

CAUSES OF ACTION

83. Count I - RICO (18 U.S.C. § 1962(c)) - Defendants Procida, Weissman, 100 Mile entities, CNOB, Sills, Perkins, Staiano, Spruce Street/Plofker, and O'Boyle conducted the affairs of the enterprise through a pattern of racketeering activity.
 84. Count II - RICO Conspiracy (18 U.S.C. § 1962(d)) - All Defendants conspired to violate §1962(c).
 85. Count III - Fraudulent Transfer (N.J.S.A. 25:2-20 et seq.) - 100 Mile entities, Spruce Street, and 468 Totowa Owner engaged in fraudulent transfers.
 86. Count IV - Common-Law Fraud - All Defendants engaged in fraud, including misrepresentations to courts and lenders.
 87. Count V - Civil Rights (42 U.S.C. § 1983) - Perkins and Staiano acted under color of law, jointly with private actors, to deprive Plaintiff of property and due process, and to suppress speech.
 88. Count VI - Unjust Enrichment - All Defendants were unjustly enriched at Plaintiff's expense.
-

PRAYER FOR RELIEF

89. Award treble damages under RICO.
 90. Award compensatory and punitive damages.
 91. Order restitution and disgorgement.
 92. Void and set aside fraudulent transfers.
 93. Enjoin Defendants from further misuse of the Art Factory brand.
 94. Award attorneys' fees and costs under 18 U.S.C. §1964(c).
 95. Award pre- and post-judgment interest at the maximum rate permitted by law.
 96. Grant such other relief as the Court deems just and proper.
-

JURY DEMAND

97. Plaintiff demands trial by jury on all issues so triable.
-

EXHIBIT INDEX (Attached Exhibits Only)

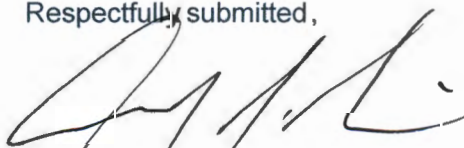
Plaintiff maintains a master evidence set. Exhibits cited but not attached are incorporated by reference and will be produced in discovery or submitted with subsequent motion papers. For efficiency, Plaintiff attaches only the following exhibits:

- E401 - 2018 "ultimate benefit" emails & guarantee coercion

- E402 - 2019 "Make it go away" directive (Sills copied)
- E403 - Jan 2021 extortion email threatening family (Sills copied)
- E404 - June 2021 fraudulent transfer execution; real-time Sills coordination
- E065 - Formation of 100 Mile CNOB LLC (2019)
- E031-E033 - Insurance certificates naming CNOB/100 Mile (2020)
- E068 - PPP application instructions ("Referred by Procida") (2020)
- E069 - CNOB PPP approval (~\$197,000) (2020)
- E070 - Weissman PPP wire instruction into CNOB trust (2020)
- E051 - Totowa payoff letter and escrow terms (2021)
- E072-E073 - CNOB wires / REIT operating account (2021-2023)
- E370 - Consent order naming Spruce Street Partners (2025)
- E371 - Spruce Street adversary answer signed pro se by Steven D. Plofker (2025)
- E372 - Weissman signature for Spruce Street Partners (2025)
- E340 - O'Boyle quid-pro-quo email (2024)
- E200A-E200C - Selected video stills of looting/mail exposure (2024)
- E412 - Financial devastation analysis (\$141M; RICO treble ≈ \$484M)

Dated: September 19, 2025

Respectfully submitted,



David J. Garsia
P.O. Box 1146
Ridgewood, NJ 07451
(201) 254-4840
create.artfactory@gmail.com
Plaintiff, Pro Se

EXHIBIT E401

2018 'Ultimate Benefit' Emails & Guarantee Coercion

Representative excerpt shown. Full set available on request.

9/18/25, 7:00 PM

Gmail - Revision of guarantee / Donata



Art Factory <create.artfactory@gmail.com>

Revision of guarantee / Donata

4 messages

Art Factory <create.artfactory@gmail.com>

Fri, Oct 12, 2018 at 3:35 PM

To: Jeff Wolfer <jeffwolfer@silverarchcp.com>, mleighton@sillscummis.com

Cc: "&#39;Bob Moraff&#39;" <rsmLaw@gmail.com>

Bcc: 2574838@bcc.hubspot.com

Bob came to my office just now and asked that I write this proposed language:

"Notwithstanding anything to the contrary herein Lender will not pursue collection remedies against Donata Garsia unless and until they have exhausted action/proceedings against the other guarantors and borrowers. This limitation will be void if any transfers of stock interest or assets be made to Donata Garsia by borrower or other guarantors."

David

Michael R. Leighton <mleighton@sillscummis.com>

Fri, Oct 12, 2018 at 6:22 PM

To: Art Factory <create.artfactory@gmail.com>, Jeff Wolfer <jeffwolfer@silverarchcp.com>

Cc: "&#39;Bob Moraff&#39;" <rsmLaw@gmail.com>

Bob: as expected, I have not had a positive response to the request to limit the guaranty.

With collateral of the nature of what we have, as opposed to a pristine office or apartment building, I don't think you will find any lenders who ask for anything less from the people who will be responsible for the success of the business, and who will now, or eventually, profit the most from the loan.

Michael R. Leighton

Member

**Sills Cummis & Gross P.C.**[website](#) | [bio](#) | [vCard](#) | [newsroom](#) | [email](#)

One Riverfront Plaza, Newark, NJ 07102

p (973) 643-4747 | m (201) 970-9887 | f (973) 643-6500 [map](#)

101 Park Avenue, 28th Floor, New York, NY 10178

p (212) 643-7000 | f (212) 643-6500 [map](#)

600 College Road East, Princeton, NJ 08540

p (609) 227-4600 | f (609) 227-4646 [map](#)

[Quoted text hidden]

NOTICE: The contents of this email and any attachments to it contain confidential and/or legally privileged information from the law firm of Sills Cummis &

EXHIBIT E402

2019 'Make it go away' Directive (Sills copied)

Representative excerpt shown. Full set available on request.

9/18/25, 7:04 PM

Gmail - Alanjo Financial & Investment, LLC / Great Falls Industrial Park, Inc., 468 Totowa Avenue, Inc. and David E. Garsia



Art Factory <create.artfactory@gmail.com>

Alanjo Financial & Investment, LLC / Great Falls Industrial Park, Inc., 468 Totowa Avenue, Inc. and David E. Garsia

7 messages

PAUL W. FRIEARY, ESQ. <pwfpplc@me.com>

Mon, Jun 17, 2019 at 10:25 AM

To: rsmlaw@gmail.com

Cc: "PAUL W. FRIEARY, ESQ." <pwfpplc@me.com>, jeffwolfer@silverarchcp.com, jonweiner@silverarchcp.com, bprocida@procida.com, bfoley@procida.com, Create.artfactory@gmail.com

Hi Bob,

Please see attached letter.

Thank you,

PAUL W. FRIEARY, ESQ.
 Paul W. Friery, PLLC
 6001A Riverdale Avenue
 Riverdale, NY 10471-1615
 718-543-8100
 718-543-8110 (Fax)
 pwfpplc@me.com
 www.pwfpplclaw.com

 **Alanjo Letter.pdf**
 139K
Bill Procida <bprocida@procida.com>

Mon, Jun 17, 2019 at 1:37 PM

To: "jeffwolfer@silverarchcp.com" <jeffwolfer@silverarchcp.com>, David Garcia <create.artfactory@gmail.com>

Cc: Derek Weissman <dweissman@procida.com>, Michael Leighton <mleighton@sillscummis.com>, Allan Lazaroff <alazaroff@procida.com>

Make this go away

Billy Procida
 Procida Funding & Advisors
 bprocida@procida.com
 201-248-9370 (c)
 201-871-1177 (o)
 570 Sylvan Ave
 Englewood Cliffs, NJ 07632
 www.procida.com

EXHIBIT E403

Jan 2021 Extortion Email Threatening Family (Sills copied)

Representative excerpt shown. Full set available on request.



Art Factory <create.artfactory@gmail.com>

Foreclosure

Bill Procida <bprocida@procida.com>

Tue, Jan 26, 2021 at 4:48 PM

To: David Garsia <create.artfactory@gmail.com>

Cc: Derek Weissman <dweissman@procida.com>, Michael Leighton <mleighton@sillscummis.com>, Office <office@procida.com>

Foreclosure starts tomorrow. You fucked the wrong guy. Tell your mom and da and wife. I don't want them to be surprised. 24% since 19. Covid had nothing to do with it. Your a scumbag piece of shit low life. Pay me

Billy Procida

Procida Funding & Advisors

bprocida@procida.com

201-248-9370 (c)

201-871-1177 (o)

570 Sylvan Ave

Englewood Cliffs, NJ 07632

www.procida.com

EXHIBIT E404

June 2021 Fraudulent Transfer Execution; Real-Time Sills Coordination

Representative excerpt shown. Full set available on request.

9/18/25, 7:12 PM

Gmail - FW: Totowa Avenue, Paterson, NJ (FATIC # 1023711)



Art Factory <create.artfactory@gmail.com>

FW: Totowa Avenue, Paterson, NJ (FATIC # 1023711)

8 messages

Michael P. Morrow <mmorrow@hillwallack.com>
 To: Art Factory <create.artfactory@gmail.com>
 Cc: "L. Stephen Pastor" <spastor@hillwallack.com>

Fri, Jun 25, 2021 at 1:29 PM

Dave,

See below. The Buyer is unwilling to work with you. I am working on this but if they don't bend we don't know how you close. I am bringing your lender in the fold here as well. As we discussed earlier, if they will not accept the changes as drafted the Buyer can sit on your tenants, collect rent, never institute eviction and then collect 500k from the escrow at end of the term.

Regards,

Michael

Michael P. Morrow, Esq

Office: 609.734.6305 | Fax: 609.452.1888
 21 Roszel Road, P.O. Box 5226, Princeton, NJ 08543-5226
www.hillwallack.com mmorrow@hillwallack.com | vCard



From: Christopher Read <cread@readlawgroup.com>
Sent: Friday, June 25, 2021 1:12 PM
To: Michael P. Morrow <mmorrow@HillWallack.com>
Cc: L. Stephen Pastor <spastor@hillwallack.com>
Subject: RE: Totowa Avenue, Paterson, NJ (FATIC # 1023711)
Importance: High

CAUTION: This email originated from outside of Hill Wallack. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Michael,

Respectfully, we cannot accept your proposed changes. The contract provided for delivery of the property broom clean and free of leases and tenancies. We are willing to close, but not with an obligation to evict tenants who should not be

EXHIBIT E065

Formation of 100 Mile CNOB LLC (2019)

Representative excerpt shown. Full set available on request.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

100 MILE CNOB LLC
0450389350

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 06/12/2019 and was assigned identification number 0450389350. Following are the articles that constitute its original certificate.

1. **Name:**
100 MILE CNOB LLC
2. **Registered Agent:**
ALLAN W LAZAROFF
3. **Registered Office:**
570 SYLVAN AVE
ENGLEWOOD CLIFFS, NEW JERSEY 07632
4. **Business Purpose:**
REAL ESTATE BACKED LENDING ACTIVITIES
5. **Effective Date of this Filing is:**
06/12/2019
6. **Members/Managers:**
100 MILE REIT INC.
570 SYLVAN AVE.
ENGLEWOOD CLIFFS, NEW JERSEY 07632-0763
7. **Main Business Address:**
570 SYLVAN AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632-0763

Signatures:

ALLAN W LAZAROFF
AUTHORIZED REPRESENTATIVE



Certificate Number : 4080220329

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
12th day of June, 2019

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CHANGE OF REGISTERED AGENT CERTIFICATE**

100 MILE CNOB LLC
0450389350

The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 04/02/2024 for 100 MILE CNOB LLC.

Previous Registered Agent and Office

ALLAN W LAZAROFF
570 SYLVAN AVE
ENGLEWOOD CLIFFS, NJ 07632

New Registered Agent and Office

WILLIAM PROCIDA
570 SYLVAN AVE
ENGLEWOOD CLIFFS, NJ 07632



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
2nd day of April, 2024*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Certificate Number : 2798310334
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Elizabeth Maher Muoio
State Treasurer

EXHIBIT E031–E033

Insurance Certificates Naming CNOB/100 Mile (2020)

Representative excerpt shown. Full set available on request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PG Genatt Group LLC
3333 New Hyde Park Road
Suite 409
New Hyde Park NY 11042

CONTACT
NAME: ROHAN SMITH
PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338
E-MAIL ADDRESS: RSMITH@GENATTGRP.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Burlington Insurance Company

23620

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Great Falls Industrial Park, Inc.
468 Totowa Inc.
70 Spruce Street
Paterson NJ 07501

GREATFALLS

COVERAGES

CERTIFICATE NUMBER: 739888218

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	2688W52339	6/22/2019	6/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included in Agg \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ConnectOne Bank, its successors and/or assigns, ATIMA, c/o Procida Funding LLC are included as additional insured as required by written contract.

CERTIFICATE HOLDER

ConnectOne Bank, its successors and/or assigns, ATIMA,
2455 Morris Avenue
Union, New Jersey 07083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E068

PPP Application Instructions ('Referred by Procida') (2020)

Representative excerpt shown. Full set available on request.

9/18/25, 8:06 PM

Gmail - Emergency relief



Art Factory <create.artfactory@gmail.com>

Emergency relief

Derek Weissman <dweissman@procida.com>

Mon, Mar 30, 2020 at 10:28 AM

To: Art Factory <create.artfactory@gmail.com>

Here is a link to get an application in.

https://sbacares.boefly.com/?utm_source=CNOB_Procida

Derek Weissman

Vice President

Procida Funding & Advisors, LLC

570 Sylvan Avenue

Englewood Cliffs, NJ 07632

201-871-1177 (p)

201-871-1101 (f)

201-694-9915 (c)



www.procida.com



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[Quoted text hidden]

EXHIBIT E069

CNOB PPP Approval (~\$171,000) (2020)

Representative excerpt shown. Full set available on request.



NOTE

SBA Loan #	35897971-01
SBA Loan Name	GREAT FALLS INDUSTRIAL PARK INC
Date	April 19, 2020
Loan Amount	\$171,200.00
Interest Rate	1%
Borrower	GREAT FALLS INDUSTRIAL PARK INC
Operating Company	N/A
Lender	ConnectOne Bank

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of One Hundred Seventy One Thousand Two Hundred, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.



EXHIBIT E070

Weissman PPP Wire Instruction into CNOB Trust (2020)

Representative excerpt shown. Full set available on request.

Subject: Wire instruction
From: Derek Weissman <dweissman@procida.com>
To: Art Factory <create.artfactory@gmail.com>
Date Sent: Wednesday, April 22, 2020 1:09:38 PM GMT-04:00
Date Received: Wednesday, April 22, 2020 1:09:41 PM GMT-04:00
Attachments: 1 -CNOB Procida Funding, LLC.- TRUST ACCT.pdf

Dave,

See attaced.

Derek Weissman

Vice President

Procida Funding & Advisors, LLC

570 Sylvan Avenue

Englewood Cliffs, NJ 07632

201-871-1177 (p)

201-871-1101 (f)

201-694-9915 (c)

[cid:image001.png@01D618A7.45A49F70]

www.procida.com<<http://www.procida.com/>>

[cid:image002.png@01D618A7.45A49F70]<<https://www.facebook.com/ProcidaFunding/>>

[cid:image003.png@01D618A7.45A49F70] <<https://twitter.com/ProcidaFunding>>

[cid:image004.png@01D618A7.45A49F70] <<https://www.linkedin.com/company/procida-funding-&-advisors/>>

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EXHIBIT E051

Totowa Payoff Letter and Escrow Terms (2021)

Representative excerpt shown. Full set available on request.



100 Mile Fund, LLC
570 Sylvan Ave
Englewood Cliffs, NJ 07632

468 Totowa Avenue, Inc.
468 Totowa Avenue,
Paterson, New Jersey
Attention: David E. Garsia

RE: 468 Totowa Avenue, Inc.

Payoff Statement as of June 25, 2021

Dear Mr. Garsia,

We have been requested to provide you with a payoff amount for the Loan, with an effective date of June 25, 2021 (the "Payoff Date"). Following is our calculation of the estimated sums that will be sufficient to discharge all obligations of Borrower due and owing to Lender under the Loan as of the Payoff Date, subject to confirmation by Lender on the Payoff Date, as further provided herein:

Paydown of Principal Balance	\$ 5,094,923.09
Escrow Holdback Assigned to 100 Mile Fund	\$ 514,000.00
Professional Expenses	\$ 7,500.00
Total Due as of June 24, 2021	\$ 5,616,423.09

*This number is based on reserves currently available in the reserve accounts for the Loan and amounts due Lender from those reserves. If further amounts are deposited into the reserve accounts, disbursements are made from the reserve accounts or expenses are incurred by Lender prior to the Payoff Date, the payoff number will be adjusted accordingly.

You must contact the undersigned on the payoff date to confirm the total amounts due and owing under the loan, including the confirmation of any amounts noted as estimated herein (such confirmed amount, the "Final Payoff Amount") as well as the wire transfer instructions for the Final Payoff Amount.

Wiring Instructions:

ConnectOne Bank
301 Sylvan Ave
Englewood Cliffs, NJ 07632
Routing # 021213944

100 MILE FUND, LLC
570 Sylvan Avenue
Englewood Cliffs, NJ 07632
Account # 0102021862

EXHIBIT E072–E073

CNOB Wires / REIT Operating Account (2021–2023)

Representative excerpt shown. Full set available on request.

9/19/25, 4:13 AM

Gmail - Wire to Procida



Art Factory <create.artfactory@gmail.com>

Wire to Procida

1 message

Art Factory <create.artfactory@gmail.com>

Fri, Sep 15, 2023 at 7:43 AM

To: Arline Garsia <arlinegarsia@gmail.com>

Bcc: 2574838@bcc.hubspot.com

Please wire \$11,838.24 to Procida this morning. Wire instructions attached..

--

Schedule your tour



1- CNOB - 100 MILE REIT, INC. OPERATIN ACCOUNT.pdf

43K

9/19/25, 4:18 AM

Gmail - FW: THE ART FACTORY



Art Factory <create.artfactory@gmail.com>

FW: THE ART FACTORY

1 message

Derek Weissman <dweissman@procida.com>
To: Art Factory <create.artfactory@gmail.com>

Wed, Apr 20, 2022 at 2:00 PM

From: Caroline Smyth <csmyth@procida.com>
Sent: Wednesday, April 20, 2022 12:59 PM
To: Derek Weissman <dweissman@procida.com>; Omar Khan <okhan@procida.com>
Subject: THE ART FACTORY

From: cnobwire@cnob.com <cnobwire@cnob.com>
Sent: Wednesday, April 20, 2022 12:25 PM
To: Ali Betts <abetts@procida.com>; Caroline Smyth <csmyth@procida.com>
Subject: [EXTERNAL] ADVICE OF DEBIT - BANK CONFIDENTIAL

WIRE DEPARTMENT ADVICE OF DEBIT

ON APRIL 20, 2022, WE DEBITED YOUR ACCOUNT **5944 FOR USD 334,261.00

DETAILS OF PAYMENT

PAYMENT DATE AND TIME: 20-APR-2022 11:24:05 CT

PAID AMOUNT: USD 334,261.00

METHOD OF PAYMENT: FED Payment

EXHIBIT E370

Consent Order Naming Spruce Street Partners (2025)

Representative excerpt shown. Full set available on request.

Debtor: Great Falls Industrial Park, Inc.
Case No.: 24-18343 (JKS)
Caption of Order: Stipulation and Consent Order in Aid of Sale Order
Page: 2

WHEREAS, on August 23, 2024, Great Falls Industrial Park, Inc. (the “Debtor”) filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in this Court. On September 25, 2024, the Court entered an order granting the Debtor’s Motion to convert the case to a case under Chapter 7 of the Bankruptcy Code (Docket No. 58). On September 26, 2024, the Office of the United States Trustee appointed Eric R. Perkins (the “Trustee”) as Chapter 7 Trustee in this case (Docket No. 59); and

WHEREAS, on February 18, 2025, the Court entered an *Order Approving Sale of Real Property to 100 Mile REIT, Inc.* (Docket No. 135) (the “Sale Order”) authorizing the Trustee to sell the Spruce Street Property (as defined in the Sale Order) to 100 Mile REIT, Inc.; and

WHEREAS, 100 Mile REIT, Inc. wishes to assign its rights and obligations under the Sale Order to its wholly-owned affiliate, Spruce Street Partners, LLC,

NOW, THEREFORE, the Trustee and 100 Mile REIT, Inc. hereby agree, and the Court orders, as follows:

1. Notwithstanding anything to the contrary in the Sale Order, (a) the Trustee is authorized to sell, transfer and convey the Spruce Street Property to Spruce Street Partners, LLC on the same terms and conditions set forth in the Sale Order, and (b) the closing of the sale of the Spruce Street Property shall occur on or before the date that is two (2) business days following the entry of this Stipulation by the Court.

2. This Court retains exclusive jurisdiction to hear and determine all disputes concerning the interpretation and implementation of this Consent Order.

100 MILE REIT, INC.

**HELLRING LINDEMAN GOLDSTEIN
& SIEGAL LLP**

*Attorneys for Eric R. Perkins, Chapter 7
Trustee for Great Falls Industrial Park, Inc.*

By: /s/ S. Jason Teele
Its: Attorney

By: /s/ Patricia A. Staiano
Its: Attorney

EXHIBIT E371

Spruce Street Adversary Answer Signed Pro Se by Steven D. Plofker (2025)

Representative excerpt shown. Full set available on request.

Pro Se 3 (Rev. 12/16) The Defendant's Answer to the Complaint

3. State briefly and precisely what damages or other relief the party asserting a counterclaim or cross-claim asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons that are alleged to entitle the party to actual or punitive money damages.

- a. The defendant asserting the counterclaim or cross-claim against *(specify who the claim is against)* _____ alleges that the following injury or damages resulted *(specify)*:
- _____

- b. The defendant seeks the following damages or other relief *(specify)*:
- _____

III. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this answer: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the answer otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 07/15/2025

Signature of Defendant

Printed Name of Defendant Spruce Street Partners, LLC

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

EXHIBIT E372

Weissman Signature for Spruce Street Partners (2025)

Representative excerpt shown. Full set available on request.

David J. Garsia v. William (Billy) Procida, et al.
Page 7

100 MILE REIT INC.

By: 

Its: Michael Coen

Date: 2-16-25

100 MILE RENARD TOTOWA LLC

By: 

Its: BRIAN FOLEY - AUTH. Sig.

Date: 7-15-25

SPRUCE STREET PARTNERS LLC

By: 

Its: Derek Weisman - Authorized Signer

Date: 7/16/2025

EXHIBIT E340

O'Boyle Quid-Pro-Quo Email (2024)

Representative excerpt shown. Full set available on request.

9/19/25, 5:47 AM

Gmail - Art Factory - 100 Mile



Art Factory <create.artfactory@gmail.com>

Art Factory - 100 Mile

John O'Boyle <joboyale@norgaardfirm.com>
To: Jason Teele <steele@sillscummis.com>
Cc: Brian Hannon <bhannon@norgaardfirm.com>

Mon, Sep 23, 2024 at 4:43 PM

September 23, 2024

Re: Great Falls dba The Art Factory
Chapter 11, Case No. 24-18343

Jason:

As I related in our conversation of this afternoon, the Debtor is interested in staying in Chapter 11 so it can conduct a sale under Sec. 363(b) and (f). Our preference is to do it by auction, with 100 Mile's right to credit bid preserved. We think an auction will be the best way to make a market for the property and the fastest way to get to a closing.

As the auctioneer's expenses and compensation are usually covered by the buyer, we ask that 100 Mile cover those in the event that it prevails on a credit bid. And whether we do an auction or private sale, we ask that 100 Mile carry the administrative costs of carrying the property to the closing date (such as the taxes, insurance, utilities, etc.) To the extent that the property sells for more than the amount of the debt, the estate can reimburse 100 Miles' advances as administrative expenses.

Last, in the event that the sale is for less than the amount of the debt as of the closing date (which, of course cannot happen without 100 Miles' consent), we ask that it waive collection of any deficiency against the Debtor and claims against any guarantor.

Please let me know if 100 Mile will be agreeable to this. Thank you.

John O'Boyle, Esq.
Norgaard, O'Boyle & Hannon
184 Grand Avenue
Englewood, NJ 07631
Phone: (201) 871-1333

EXHIBIT E200A–E200C

Selected Video Stills of Looting/Mail Exposure (2024)

Representative excerpt shown. Full set available on request.



On Friday I texted the same messages to Harry about the burglarization of the main office to which he replied that he hired Ernest Rucker "to be the equivalent of 24 hour security."

On Saturday morning I sent Harry the same message along with a video of our apartment being broken into and burglarized. Never heard back.

EXHIBIT E412

Financial Devastation Analysis (\$141M; RICO Treble \approx \$484M)

Representative excerpt shown. Full set available on request.

FINANCIAL DEVASTATION ANALYSIS

DIRECT ASSET SEIZURES:

1. 468 TOTOWA AVENUE FRAUDULENT TRANSFER

- Property Value: \$9,750,000 (2019 Weissman listing price)
- Transfer Price: \$5,383,586 (June 2021 fraudulent transfer)
- Direct Loss: \$4,366,414 (45% below 2019 value)
- Current Value: \$12,000,000+ (2025 estimate)
- Total Current Exposure: \$6,616,414+

2. GREAT FALLS FRAUDULENT TRANSFER (MAJOR PREDICATE ACT)

- Property Value: \$29,400,000 (June 2019 appraisal "As Proposed & Stabilized")
- Transfer Price: \$0 (seized through bankruptcy court manipulation)
- Total Great Falls Exposure: \$29,400,000+

3. BRAND VALUE AND INTELLECTUAL PROPERTY THEFT (MAJOR NEW CATEGORY)

- Brand Development (15 years): \$8,000,000
 - Intellectual Property Theft: \$3,000,000
 - Architectural plans and development work now used in Gensler charrettes
 - Operational systems and proprietary processes
 - Event management systems developed over decades
 - Reputation and Goodwill: \$5,000,000
 - National recognition and historic preservation awards
 - Industry leadership and innovation credentials
 - Community partnerships and civic contributions
 - Client Database and Systems: \$2,000,000
 - 1,200+ successful weddings database and client relationships
 - Vendor and contractor networks built over 15 years
 - Operational and logistical systems
 - Media and Marketing Assets: \$1,500,000
 - Professional photography/videography portfolio
 - Major production footage (Spielberg, Scorsese, Disney, Bon Jovi)
 - Marketing collateral and brand assets
 - Total Brand/IP Theft: \$19,500,000+
- #### 4. OPERATIONAL CONTROL SEIZURE
- 7+ Years Unpaid Labor: \$2,500,000+ (calculated at market rates)
 - Business Development Value: \$5,000,000+ (enterprise value created)
 - Opportunity Cost: \$3,000,000+ (lost alternative opportunities)