

STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

JOSEPH MARINI,

Plaintiff,

-against-

**MARINI REALTY LP, MARINI BUILDERS,
LP, MARINI SERVICES, LLC, ROBERT V.
MARINI, JR., STEVEN M. MARINI, and
MICHAEL A. MARINI,**

Defendants.

SUMMONS

Index No. _____

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Albany County is designated as the place of trial. The basis of venue is that one or more of the Defendants reside in the County of Albany and a substantial part of the events or omissions giving rise to this action occurred in the County of Albany.

DATED: April 19 2024

BARCLAY DAMON LLP



By: _____

David M. Cost

Attorneys for Plaintiff

Joseph Marini

80 State Street

Albany, New York 12207-2830

Telephone (518) 429-4286

Email: dcost@barclaydamon.com

TO: MARINI REALTY LP,
624 New Loudon Road
Latham, New York 12110

MARINI BUILDERS, LP,
624 New Loudon Road
Latham, New York 12110

MARINI SERVICES, LLC,
624 New Loudon Road
Latham, New York 12110

ROBERT V. MARINI, JR.
1 Downtown Walk
Saratoga Springs, NY 12866

MICHAEL A. MARINI
PO Box 254
Guilderland, NY 12084

STEVEN M. MARINI
22 Turner Lane
Loudonville, NY 12211

STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

JOSEPH MARINI,

Plaintiff,

-against-

**MARINI REALTY LP, MARINI BUILDERS,
LP, MARINI SERVICES, LLC, ROBERT V.
MARINI, JR., STEVEN M. MARINI, and
MICHAEL A. MARINI,**

VERIFIED COMPLAINT

Index No. _____

Defendants.

Plaintiff, Joseph Marini (“Plaintiff”), by and through his undersigned counsel, as and for a Verified Complaint against Defendants Marini Realty LP, Marini Builders LP, Marini Services, LLC, Robert V. Marini, Jr., Steven M. Marini, and Michael A. Marini (collectively “Defendants”), hereby alleges as follows:

INTRODUCTION

1. This proceeding involves certain actions and omissions by the Defendants concerning Plaintiff’s partnership interest in Marini Realty, LP.

2. Through this action, Plaintiff seeks a declaratory judgment recognizing his viable 25% partnership interest and status as a limited partner in Marini Realty, LP, along with entitlement to all the rights and obligations that come therewith that, to date, Defendants refuse to recognize.

THE PARTIES

A. Plaintiff

3. Plaintiff is an individual over the age of eighteen (18) residing at 5900 3rd St. S, in the City of St. Petersburg, County of Pinellas, State of Florida.

4. Plaintiff owns a 25% limited partnership interest in and to Defendant Marini Realty, LP, having received his interest from a certain trust created by his brothers, Defendants Robert V. Marini, Jr., Steven M. Marini, and Michael A. Marini, called the “Huntington Associates Asset Protection Trust,” after the written Decision and Order, dated December 14, 2022, of the Albany County Surrogate’s Court (under Index No. 2021-1393).

B. Defendants

5. Defendant Marini Realty, LP (“Marini Realty”) is a domestic limited partnership organized and existing under the laws of the State of New York with its principal place of business reported at 624 New Loudon Road in the Town of Latham, County of Albany, State of New York. Marini Realty is engaged in the business of commercial and residential real estate.

6. Defendant Marini Builders, LP (“Marini Builders”) is a domestic limited partnership organized and existing under the laws of the State of New York with its principal place of business reported at 624 New Loudon Road in the Town of Latham, County of Albany, State of New York. Marini Builders is the general partner of Marini Realty and owns 0.01% thereof, and is engaged in the business of homebuilding.

7. Defendant Marini Services, LLC (“Marini Services”) is a domestic limited liability company organized and existing under the laws of the State of New York with its principal place of business reported at 624 New Loudon Road in the Town of Latham, County of Saratoga. Marini

Services is a limited partner of Marini Realty and owns 74.99% thereof, and is engaged in the provision of construction and related services for the building of homes.

8. Defendant Robert V. Marini, Jr. (“Robert Jr.”) is an individual over the age of eighteen (18) and resides in the State of New York.

9. Robert Jr. is an owner of Marini Builders.

10. Robert Jr. is an owner of Marini Services.

11. Robert Jr. is the manager of Marini Builders.

12. Robert Jr. is the manager of Marini Services.

13. Defendant Steven M. Marini (“Steven”) is an individual over the age of eighteen (18) and resides in the State of New York.

14. Steven is an owner of Marini Builders.

15. Steven is an owner of Marini Services.

16. Defendant Michael A. Marini (“Michael”) is an individual over the age of eighteen (18) and resides in the State of New York.

17. Michael is an owner of Marini Builders.

18. Michael is an owner of Marini Services.

JURISDICTION & VENUE

19. This Court has jurisdiction over the person of Defendants as they all reside in the State of New York or transact business in the State of New York.

20. Venue is appropriate in this Court in that one or more of the Defendants resides in the County of Albany and a substantial part of the events or omissions giving rise to this action occurred in the County of Albany.

FACTS

I. Background

a. Marini Family and Related Entities

21. Robert V. Marini, Sr. (“Robert Sr.”) and Nancy Marini (“Nancy”) are the parents of Plaintiff, Robert Jr., Steven, and Michael.

22. On December 31, 1997, Robert Sr. and Nancy formed Marini Realty, LP pursuant to a Limited Partnership Agreement (the “Partnership Agreement”), which was later amended in 2012. A true and accurate copy of the Partnership Agreement, as amended on or about July 2, 2012, is attached as *Exhibit A*.

23. Robert, Sr. and Nancy initially were the sole general and limited partners of Marini Realty upon its formation.

24. Marini Realty was formed as a vehicle through which Robert Sr. and Nancy could make equal gifts to their four sons, with each receiving an equal 25% interest in the Partnership. This process was effectuated through the creation of four additional partnerships: Marini Asset Management I LP, Marini Asset Management II LP, Marini Asset Management III LP, and Marini Asset Management IV LP.

b. Plaintiff’s Initial Interest in Marini Realty

25. Plaintiff’s 25% interest in Marini Realty was originally owned by Marini Asset Management IV LP (“Marini IV”).

26. Plaintiff was the general and managing partner of Marini IV.

27. Michael was the limited partner of Marini IV.

28. Prior to the Great Recession, Plaintiff owned and operated certain businesses in Essex, Connecticut, including what was at the time a thriving and successful event and catering business, and home and garden shop.

29. After the Great Recession, Plaintiff's businesses in Essex, Connecticut declined greatly and he decided to close his businesses as a result of economic downturn. This was a period of great difficulty for Plaintiff, which was exacerbated by his separation from his then-companion of ten years and the consequential loss of financial support from his former partner.

30. In lieu of seeking bankruptcy protection, Plaintiff made the difficult decision to liquidate virtually all of his assets to pay off certain business debts.

31. To this day, Plaintiff has never filed a bankruptcy petition, either in his individual capacity or on behalf of any business in which he held an interest, seeking a discharge of indebtedness.

32. Among the assets Plaintiff sold after the Great Recession was his 25% interest in Marini Realty, which he redeemed for the sum of \$10,000 pursuant to a Redemption Agreement dated November 10, 2010 (the "Redemption Agreement"). A true and accurate copy of the Redemption Agreement is attached as *Exhibit B*.

33. At the time Plaintiff sold his 25% interest in Marini Realty, he was solvent.

34. By instrument dated November 10, 2010, Plaintiff resigned as general partner of Marini IV (the "Resignation"). A true and accurate copy of the Resignation dated November 10, 2010 is attached as *Exhibit C*.

35. Plaintiff's 25% partnership interest in Marini Realty (through Marini IV) was thereafter surrendered to his brother, Michael.

36. Ultimately, Plaintiff's 25% partnership interest in Marini Realty (through Marini IV) was transferred to Michael, Robert Jr., and Steven.

37. By 2012, Plaintiff, having regained sufficient financial stability, made arrangements with his father, Robert Sr., for the return of his 25% partnership interest in Marini Realty. In light of the outcome of his last business venture and desire to move forward financially, Plaintiff specifically discussed with his father about using a trust to protect his 25% partnership interest in Marini Realty from future creditors.

38. Thereafter, the Huntington Associates Asset Protection Trust (the "Trust") was created pursuant to an irrevocable agreement dated July 1, 2012 (the "Trust Agreement") among Robert Jr., Steven, and Michael, as grantors, and Robert Sr. as sole trustee, with Plaintiff named sole lifetime beneficiary.

39. Robert Jr., Steven and Michael each signed the Trust Agreement.

40. Robert Jr., Steven, and Michael are named as the sole remaindermen of the Trust. A true and accurate copy of the Trust Agreement dated July 1, 2012 is attached as ***Exhibit D***.

41. The Trust, by its terms, authorizes the trustee during Plaintiff's lifetime, "in [the trustee's] sole and exclusive discretion, to pay to or apply for the benefit of [Plaintiff] from the principal of the trust estate, such amount or amounts as the Trustee may, from time to time, in his sole and absolute discretion, deem advisable" (*See* Ex. D, Sec. II[D]).

42. The Trust also directs the trustee to pay all cash to Plaintiff during his lifetime, "at such times and frequencies as the Trustee may determine in his sole and absolute discretion" (*See* Ex. D, Sec. II[A]).

43. Under the terms of the Trust, upon the death of Plaintiff, the Trust is to terminate and the remaining corpus is to revert to the remaindermen (*i.e.*, Robert Jr., Steven, and Michael).

44. The Trust was funded with the 25% partnership interest in Marini Realty owned by Marini IV that had previously belonged to Plaintiff. As such, the Trust stepped into the shoes of Plaintiff and retained his 25% partnership interest.

45. The Trust Agreement was amended on or about December 10, 2013 to appoint Nancy as co-trustee (“Amendment to Trust Agreement”). A true and accurate copy of the Amendment to Trust Agreement dated December 10, 2013 is attached as *Exhibit E*.

46. Robert Jr., Steven and Michael each signed the Amendment.

47. Following her appointment as co-trustee, Nancy took primary control of carrying out the terms of the Trust because of Robert Sr.’s declining health.

48. Robert Sr. died on April 22, 2020.

49. Upon Robert Sr.’s death, Nancy became the sole trustee of the Trust and therefore the Trust acted through Nancy as trustee.

50. By written request dated August 24, 2021, Plaintiff requested termination of the Trust and distribution of all Trust assets to him, including his 25% partnership interest in Marini Realty (“the Distribution Request”). A true and accurate copy of the Distribution Request is attached as *Exhibit F*.

51. In response, on September 7, 2021, Nancy, as sole trustee of the Trust, executed an Assignment of Limited Partnership Interest (the “Assignment”) for the Trust’s 25% partnership interest in Marini Realty back to Plaintiff using her powers under Section II of the Trust Agreement. A true and accurate copy of the Assignment is attached as *Exhibit G*.

52. Specifically, in the Assignment, Nancy, as sole surviving Trustee of the Trust did “hereby gift, distribute, sell, assign, transfer and convey all right, title and interest in and to the

25% limited partnership interest” in Marini Realty the Trust previously held to Plaintiff (*See* Ex. G).

53. It was Nancy’s intent in executing this instrument that Plaintiff receive back his 25% partnership interest in Marini Realty that Plaintiff previously surrendered as a gift, and which was subsequently placed into the Trust, and not to be just an assignee of the partnership. A true and accurate copy of the Affidavit of Nancy T. Marini sworn to on April 12, 2024 is attached hereto as ***Exhibit H.***

54. Robert Jr., Steven, and Michael objected to the distribution of the Trust corpus to Joseph, claiming, among other things, that (i) Nancy was not the sole Trustee of the Trust, and (ii) their consent was required for distributions to Plaintiff.

c. Litigation and Aftermath

55. After reasonable efforts to try to accommodate his brothers’ concerns related to the Trust failed, Plaintiff and Nancy, through counsel, commenced a proceeding by filing a Verified Petition in the State of New York Surrogate’s Court, Albany County. Plaintiff and Nancy, as trustee, sought an order declaring that i) Nancy was the sole trustee of the Trust; and that the distribution of the Trust assets to Plaintiff, including the assignment of the 25% interest in Marini Realty, was a valid exercise of her power under the Trust Agreement. A true and accurate copy of the Verified Petition dated December 2, 2021 is attached as ***Exhibit I.***

56. By a Decision and Order dated December 14, 2022, the Hon. Stacy Pettit granted the aforementioned petition and declared, among other things, that i) Nancy was the sole surviving trustee of the Trust; and ii) the distribution of the trust corpus to Plaintiff, including the assignment to him of his 25% interest in Marini Realty, was valid. A true and accurate copy of the Decision and Order is attached as ***Exhibit J.***

57. In response to Judge Pettit's Decision and Order, on December 21, 2022, Plaintiff, through counsel, requested that the books and records of Marini Realty be updated to reflect Plaintiff's 25% limited partnership interest. Joseph also asked that all partnership-related information and distributions of Marini Realty be made available to him individually, as well as a copy of the entity's 2021 federal income tax return. A true and accurate copy of the December 21, 2022 correspondence is attached as *Exhibit K*.

58. Following receipt of certain partnership-related information and distributions and the 2021 federal income tax return of Marini Realty, and an unusually high amount of "phantom income" reported to the Trust, Plaintiff further requested an immediate distribution of \$346,000 pursuant to the "Tax Distribution" clause under the Partnership Agreement to cover combined Federal and State income tax liabilities for 2021; and ii) as well as a copy of the 2021 income tax return(s) of Huntington Associates LLC, an entity in which Marini Realty holds an interest, and from which Plaintiff believed that the said "phantom income" may have been generated. A true and accurate copy of the January 30, 2023 Correspondence from Dennis Wiley to Scott Paton is attached as *Exhibit L*.

59. In response, Defendants, through counsel, denied Plaintiff's requests, both for distributions and for the requested tax returns. A true and accurate copy of the February 13, 2023 Correspondence from Scott Paton to Dennis Wiley is annexed hereto as *Exhibit M*.

60. According to Defendants' counsel's letter of February 13, 2023, Plaintiff's requests were denied because, according to Defendants, Plaintiff is not a limited partner of Marini Realty, but a merely an assignee of a partnership interest.

II. Applicable Limited Partnership Law

61. The Partnership Agreement sets forth the rights, responsibilities, and authority of the Limited Partners and the General Partners of Marini Realty.

62. Pursuant to the Partnership Agreement, Marini Realty was formed in accordance with the Revised Uniform Limited Partnership Act of the State of New York (“RLPA”). Upon information and belief, the respective rights and obligations of the partners of Marini Realty LP were to be governed by RLPA except as therein otherwise provided (*See* Ex. A, “Formation”).

a. Assignment

63. According to their counsel’s letter of February 13, 2023, Defendants rely upon Section 53 of the Uniform Partnership Act (“UPA”) for their claim that Plaintiff is an assignee and not a limited partner of Marini Realty (*See* Ex. M).

64. However, since Marini Realty was formed in 1997, it is subject to the Revised Limited Partnership Act (“RLPA”), not the UPA. As such, UPA Section 53 does not apply and Defendants should not have cited it, let alone relied upon it, in choosing to deprive Plaintiff of his rights as a partner of Marini Realty (*See* Ex. A).

65. The applicable provision pertaining to assignment under the RLPA is codified in Section 121-702, which states:

§ 121-702. Assignment of partnership interest

(a) *Except as provided in the partnership agreement,*

(1) A partnership interest is assignable in whole or in part;

(2) An assignment of a partnership interest does not dissolve a limited partnership or entitle the assignee to become or to exercise any rights or powers of a partner;

(3) The only effect of an assignment is to entitle the assignee to receive, to the extent assigned, the distributions and

allocations of profits and losses to which the assignor would be entitled.

(RLPA, § 121-702) (emphasis added).

66. Section 121-702 of the RLPA specifically authorizes limited partners to “contract around” the default provisions set forth in subparagraphs (1)-(3).

67. The Partnership Agreement specifically authorizes a partner to assign/transfer an interest in whole, on consent of all the other partners, and in certain limited conditions, for an assignee/transferee of an interest to receive all of the rights and powers of such partner.

68. Specifically, the Partnership Agreement states in pertinent part as follows:

PARTNERS; ASSIGNMENT

(a) No additional partner or partners shall be admitted to the Partnership without the consent of all the Partners. Any new partner duly admitted to the Partnership shall promptly execute this agreement or a counterpart thereof.

(b) No partner may sell, assign, pledge, or transfer in any other manner, with or without consideration, all or any part of his interest in the Partnership without having first obtained the written consent of the other partners and such consent shall not be unreasonably withheld. *Notwithstanding the foregoing, a Partner may transfer all or any portion of his Partnership Interest, by will or gift, to his spouse, his descendants, ancestors or any trust created for the benefit of such persons or the Partner himself.*

(See Ex. A, “Partners; Assignment”) (emphasis added).

69. The Partnership Agreement also contains the below provision on Marini Realty partners’ successors and assigns, and the benefits and rights given thereto upon succession and/or assignment:

SUCCESSORS AND ASSIGNS

This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Partners and their respective heirs, executors, administrators, successors and

permitted assigns. Any person acquiring or claiming an interest in the Partnership, in any manner whatsoever, shall be subject to and bound by all the terms, conditions and obligations of this Agreement to which its predecessor in interest was subject of bound, without regard to whether such person has executed this Agreement or a counterpart hereof or any other document contemplated hereby. No persons shall have any rights or obligations relating to the Partnership greater than those set forth in this Agreement and no person shall acquire an interest in the Partnership or become a Partner thereof except as permitted by the terms of this Agreement.

(See Ex. A, “Successors and Assigns”) (emphasis added).

70. As held by Judge Pettit’s December 14, 2022 Decision and Order, Nancy’s distribution of the partnership interest from the Trust to Plaintiff was a valid exercise of her powers under the Trust Agreement, which Robert Jr., Steven and Michael drafted and signed (See Ex. J).

71. Since Nancy distributed the Marini Realty partnership interest from the Trust created by Robert Jr., Steven and Michael,-- all of whom constitute the other owners of Marini Realty (either directly or indirectly)--her distribution is therefore consistent with the Partnership Agreement’s “Partners; Assignment” provision, which permits a partner to “transfer all or any portion of his partnership interest, by will or gift, to his spouse, his descendants, ancestors or any trust created for the benefit of such persons or the Partner himself” (See Exs. A; G, H & J).

72. Further, since the transfer was made by as a gift as reflected in the Assignment, the consent of the other partners was not required for the transfer of the partnership interest in whole back to Plaintiff (See Exs. G & H.).

73. Pursuant to the “Successors and Assigns” provision of the Agreement, effective upon the Surrogate’s Court’s Decision and Order which ended the parties’ dispute over the trustee’s authority over the Trust, Plaintiff was immediately bestowed with all the rights and benefits that the Trust formally enjoyed as a limited partner. Plaintiff, as a “person . . . claiming an

interest in the Partnership” is indeed “subject to and bound by all the terms, conditions and obligations” of the Agreement, to which the Trust, as limited partner, was bound (*See* Ex. A, “Successors and Assigns”).

74. As such, the “qualifying phrases” in the “Assignment” and “Successor and Assigns” provisions of the Agreement modify the default assignment language of RLPA and entitle Plaintiff to exercise his full rights and powers of a limited partner of Marini Realty. *See* Exhibit A.

a. Plaintiff’s Right to Become Limited Partner Upon Assignment

75. The Partnership Agreement is also subject to Section 121-704 of RLPA, which relates to an assignee’s right to become a limited partner subsequent to assignment. RLPA Section 121-704 provides:

§ 121-704. Right of assignee to become limited partner

(a) An assignee of a partnership interest, including an assignee of a general partner, may become a limited partner if *(i) the assignor gives the assignee that right in accordance with authority granted in the partnership agreement, or (ii) all partners consent in writing, or (iii) to the extent that the partnership agreement so provides.*

(RLPA, § 121-704, emphasis added).

76. The Trust, as Plaintiff’s predecessor in interest, had the full rights and obligations of a limited partner, and it was the Trust’s intention—through the act of Nancy as trustee—to bestow all of the same rights, title, and interest that the Trust previously had in the partnership to Plaintiff. The Trust, as assignor, gave Plaintiff the right to become a limited partner with the authority granted in the Agreement through the Agreement’s “Successor and Assigns” provision (*See* Ex. A, “Successors and Assigns”).

77. This conclusion is supported by the language contained in the Assignment, which explicitly states that Plaintiff, upon assignment, would be bestowed with “all right, title, and interest in and to the 25% limited partnership interest” held by the Trust, as Assignor, for the benefit of Joseph, as Assignee (*See* Ex. A, “Successors and Assigns”; Ex. G).

78. This conclusion is further supported by the Affidavit of Nancy, who attests it was her intention to convey the full partnership interest back to Plaintiff that he previously surrendered, and not for him to be an assignee of the partnership (*See* Ex. H).

79. Since the transfer was made as a gift as reflected in the Assignment, the consent of the other partners was not required for the transfer of the partnership interest in whole back to Plaintiff (*See* Ex. G).

80. In any event, all partners of Marini Realty consented to Plaintiff’s admission into the Partnership when they decided to (i) create the Trust that named Plaintiff as the sole lifetime beneficiary; (ii) fund it with the 25% Marini Realty LP interest they have asserted they once owned and (iii) name Nancy as an independent trustee with the power to distribute the limited partnership interest back to Joseph (*See* Exs. D & E).

81. Moreover, Plaintiff is not a new or “additional” partner, but one who previously retained a partnership interest in Marini Realty through Marini IV, which was transferred into the Trust for his own benefit and re-transferred back to him through the Assignment (*See* Ex. A, “Partners; Assignment”).

82. The Assignment thus entitles Plaintiff to all the rights and obligations that the Trust had as former limited partner of Marini Realty (which were originally Plaintiff’s), which is consistent with a reading of the Partnership Agreement (*See* Exs. G & H).

APPLICABLE LAW

83. This Complaint is brought pursuant to the New York Uniform Declaratory Judgments Act as encoded in CPLR Section 3001, any person seeking to have their rights and status determined pursuant to a contract governing the parties thereto in which a question or controversy exists, may file an action for declaratory determination by a court of competent jurisdiction in this state.

84. Here, Plaintiff asserts that a controversy exists concerning his status as a limited partner in Marini Realty, and whether the return of his 25% partnership interest to him through the Trust entitles him to all rights and obligations that he previously enjoyed as a limited partner.

85. The Plaintiff and Defendants have a cognizable interest in the Partnership Agreement governing the duties and obligations of the parties, and demand has been made upon the Defendants for recognition of these duties and obligations, which has been refused in writing, thereby demonstrating that an actual controversy exists and the controversy is ripe for judicial determination.

FIRST CAUSE OF ACTION**(Declaratory Relief Pursuant to CPLR 3001 – Recognition of Plaintiff’s Status as a Limited Partner in Marini Realty)**

86. Plaintiff re-alleges and incorporates Paragraphs 1 through 85 of this Complaint as if fully set forth herein.

87. For the reasons set forth above, upon assignment by the Trust, Joseph retained a viable 25% partnership interest in Marini Realty and once again became a limited partner of the Partnership.

88. As such, Joseph is entitled to all the rights and obligations that the Trust had as a former limited partner, which is consistent with a reading of the Partnership Agreement.

89. To date Defendants have refused to recognize that interest and rather assert that Plaintiff is only a mere assignee despite Plaintiff's requests for such recognition.

90. This matter is therefore ripe for a declaratory judgment and is incapable of resolution without a judicial determination of the rights and responsibility of the parties.

91. Accordingly, Plaintiff is entitled to a declaratory judgment declaring that: 1) he has viable 25% partnership interest in and status as a limited partner in Marini Realty, LP, and 2) is entitled to all the rights and obligations under the Partnership Agreement for Marini Realty, LP.

WHEREFORE, Plaintiff demands Judgment as follows:

- (1) An Order stating that Joseph Marini has a viable 25% interest in Marini Realty, LP and status as a limited partner;
- (2) An Order stating that Joseph Marini is entitled to all of the rights, privileges and obligations as a limited partner of Marini Realty, LP under the Partnership Agreement.
- (3) Such other and further relief as the Court may deem just and proper.

DATED: April 19, 2024

BARCLAY DAMON LLP

By: _____



David M. Cost

Attorneys for Plaintiff

Joseph Marini

80 State Street

Albany, New York 12207-2830

Telephone (518) 429-4286

Email: dcost@barclaydamon.com

VERIFICATION

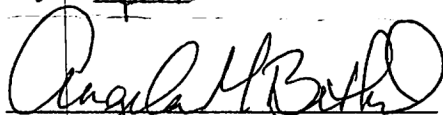
JOSEPH MARINI, being duly sworn, deposes and says that he is the Plaintiff in the above captioned action; that deponent has read the foregoing Verified Complaint and knows the contents therefor along with the exhibits annexed thereto; that the same is true to deponent's knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters, believes the same to be true.

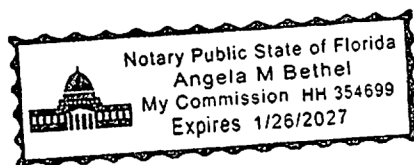
The grounds for deponent's belief are his personal knowledge and a review of the documents annexed as exhibits to the Verified Complaint, incorporated by reference therein.


JOSEPH MARINI

State of Florida County of Pinellas

Sworn to before me this 12th
day of April, 2024


Notary Public



The foregoing instrument was acknowledged before
me this 12th day of April, 2024,
by Joseph Marini, who
has produced FL DC as identification.