



**Office of the New York State
Attorney General**

**Letitia James
Attorney General**

July 25, 2025

Via E-mail

Commissioner Alphonso Wright
Buffalo Police Department
68 Court Street
Buffalo, NY 14202

Re: Letter regarding Executive Law § 75(5)(b) Referral of Police Officer Kiam Gunn
OAG Matter No. 1-816464818

Dear Commissioner Wright,

We have reviewed your agency's referral of Officer Kiam Gunn pursuant to Executive Law Section § 75(5)(b). Based on our review, we conclude that Officer Gunn engaged in a pattern of abuse of authority and unprofessional conduct.

I. Overview of Investigation

The Buffalo Police Department ("BPD" or the "Department") referred Officer Gunn to our office on May 12, 2023. The referral was based on six complaints. To investigate these incidents, OAG reviewed the agency's internal investigative files associated with each incident, the policies that governed the alleged misconduct, and Officer Gunn's disciplinary record. On September 18, 2024, OAG personnel interviewed Officer Gunn. BPD forwarded an additional complaint regarding Officer Gunn that it received in March 2025.

II. Findings

OAG's determination is based on the three incidents described below. The findings of fact for each incident are based on an evaluation of the evidentiary record using a preponderance of the evidence standard.

A. Incident 1, EC2021-59

On October 25, 2021, employees of an automotive repair shop called 911 to report that Officer Gunn came to the shop while on-duty and threatened them. According to the owner of the shop and an assistant manager, a family member of Officer Gunn previously brought a car to the shop for a legally required inspection, which the vehicle failed. The shop provided an

estimate for repairs that were necessary to pass the inspection, completed the repairs, and then certified that the vehicle passed inspection. The owner and assistant manager told BPD that several days later, Officer Gunn came to the shop in uniform and began cursing and yelling at the assistant manager that the cost of the repairs was excessive. Officer Gunn told the assistant manager that the assistant manager had taken advantage of his family member and demanded that the assistant manager pay for the repairs. According to the owner of the shop, Officer Gunn smelled like marijuana and told the assistant manager that he would “fuck with him like never before.” During BPD’s internal investigation, the assistant manager stated that Officer Gunn yelled at another employee that “something was gonna happen,” indicated that he would return in 20 minutes, and left. During Officer Gunn’s OAG interview, he stated that the reason he told employees that he was going to return after his shift was so he could get the owner’s phone number to discuss his concerns. He also denied threatening any employees and stated that he was yelling due to the noise within the shop.

Concerned that Officer Gunn would return, the employees closed the shop early and called 911. Officer Gunn gave a statement as part of the internal investigation and stated that after he left the shop, he went to the station to end his shift and a lieutenant told him that employees had complained about his conduct. He stated that he was instructed to meet the lieutenant at the shop and did so. During Officer Gunn’s OAG interview, he stated that the lieutenant spoke to him when they met there and told him not to return to the shop in the future.

BPD investigated and sustained the allegation of unprofessional conduct by Officer Gunn, and he was required to attend a conference with a Deputy Commissioner to discuss his conduct. We agree with BPD’s conclusion and find that Officer Gunn committed misconduct during this incident by violating Chapter I, Section 2.13 and Chapter III, Sections 3.2(a) and 3.2(b) of BPD’s Rules and Regulations.

B. Incident 2, EC2022-23

On May 23, 2022, Complainant 2 filed a complaint regarding a dispute with Officer Gunn over a vehicle purchase and \$3,500.00 she paid him for that purchase. The dispute began after Complainant 2 called BPD’s non-emergency number on April 26, 2022, to request that an officer come to her home to complete a report. During BPD’s internal investigation of this complaint, Complainant 2 stated that she was receiving threatening letters from a former partner who was incarcerated and that when she reported the threats to the facility, the facility directed her to file a police report. On that day, Officer Gunn responded to her home and completed a Police Report and a Domestic Incident Report. Both reports contained her name, address, and phone number, along with details of the threats she had received and were signed by Officer Gunn. The Domestic Incident Report contained additional allegations regarding physical abuse experienced by Complainant 2 during her relationship with her former partner.

According to Complainant 2, after Officer Gunn completed the report and left, he sent her a text message from his personal cell phone offering to send her copies of the reports, and he did so. Then, Complainant 2 stated that Officer Gunn sent her a text message asking her if she or her friend (who was allegedly present when Officer Gunn was at the home) were single. Complainant 2 stated that she told him that she needed to purchase a vehicle and he offered to purchase a vehicle for her at an auction. They discussed her budget, and she gave him \$3,500.00

for the purchase. During the internal investigation, she stated that there was no agreement that she would pay him any additional amount. She stated that when he went to the auction, he texted her photographs of a vehicle, and she told him that she did not want it. According to her, Officer Gunn contacted her after the auction and said that he had purchased the vehicle and demanded that she pay him the balance of the purchase price, \$6,500.00. She refused to pay the balance and asked him to return the \$3,500.00, which he refused, stating that it was non-refundable down payment. After Officer Gunn refused to return the \$3,500.00, Complainant 2 filed a complaint with BPD.

During his OAG interview, Officer Gunn testified that he had been purchasing vehicles at auction and selling them for 10 to 15 years before this incident. He stated that he had business cards and posted on Craigslist and social media websites. He stated that he never sought approval from BPD for his business. Officer Gunn also made clear that he planned to make a profit from this transaction with Complainant 2. When OAG personnel asked Officer Gunn whether he planned to sell the vehicle to Complainant 2 for the same price he paid at the auction, he responded “absolutely not,” but said that the final price would depend on many factors.

During his OAG interview, Officer Gunn stated that he met Complainant 2 earlier in 2022 during an unrelated incident. He stated that when he was at Complainant 2’s home on April 26, 2022, she mentioned that her vehicle had been damaged, and he told her that he bought and sold cars on the side. He explained that they had a “quick conversation” about it after he completed the reports, and he told her to contact him if she needed a car. He did not recall how or exactly when they exchanged phone numbers, but he stated that he gave her his personal cell phone number. He stated that he sent her a text message afterward to provide her with the report number and offered to help her purchase a car. He said that they discussed her budget, around \$10,000.00, and agreed that she would give him \$3,500.00 as a down payment. At some point after that conversation, Officer Gunn went with Complainant 2 to an ATM and used her card to withdraw the \$3,500.00, which required 18 transactions due to withdrawal limits. During his OAG interview when Officer Gunn was asked why Complainant 2 gave him her ATM card, he said he had “no idea.”

Officer Gunn stated that he told Complainant 2 that this payment would be non-refundable. He alleged that the agreement was verbal and that he did not provide her any receipt for the payment. He said that after he purchased the vehicle, she told him that she would not be able to complete the purchase, and he decided to file a small claims action against her for the balance of the purchase price. During his OAG interview, Officer Gunn testified that around the time that he was considering the small claims action, he realized that he did not know Complainant 2’s last name and went to her home to record their conversation and get her last name. He stated that he did not get her last name until she filed the complaint with Internal Affairs. Officer Gunn initiated a small claims action against her, and Complainant 2 brought a counter claim seeking a refund of the down payment. He stated that after the first appearance, he stopped pursuing the claim, and no judgment was ever issued. During his OAG interview, Officer Gunn stated that Complainant 2 sent him explicit photographs of herself and that he came to believe that Complainant 2 was never interested in purchasing a vehicle and communicated with him in order to pursue a romantic relationship.

BPD investigated the complaint and focused on the dispute regarding the vehicle sale, classifying the allegation type as “off duty conduct.” BPD determined that Complainant 2’s allegations were unfounded and closed the investigation. It is not clear from BPD’s investigative file whether BPD investigated the nature of the relationship between Officer Gunn and Complainant 2 or how the transaction began, or why BPD determined the allegations were unfounded.

We find that Officer Gunn violated Chapter II, Section 2.22, Chapter III, Section 3.2, and Chapter IV, Section 4.1 of BPD’s Rules and Regulations. Section 2.22 states that “[e]mployees shall not devote any of their on-duty time to the pursuit of any private business, private enterprise or personal association.” Section 4.1 states that “[e]mployees shall not use, or attempt to use, their official position, badge or credentials for personal or financial gain or for personal vengeance.” Finally, Section 3.2(b) prohibits any conduct, on or off duty, “which is prejudicial to the good order, discipline or reputation of the Department” even if it is not “specifically prohibited by any rule or order.”

It is undisputed that Officer Gunn was on duty and assisting Complainant 2—a domestic violence victim—with a report when he pursued an opportunity for a business transaction that would personally benefit him. Soliciting business from an individual while that individual is seeking police assistance violates Sections 2.22 and 4.1 and is prejudicial to the reputation of the Department in violation of Section 3.2(b) as it may appear that Officer Gunn is taking advantage of individuals in vulnerable circumstances. As a result, we find that Officer Gunn committed misconduct during this incident.

C. Incident 3, EC2022-21

On May 30, 2022, Officer Gunn was involved in an off-duty confrontation near the basketball courts at a local park. Complainant 3A was near the basketball courts, and her partner, Complainant 3B, was playing basketball. According to Complainant 3A, she noticed two individuals smoking marijuana near children. One of those individuals was later identified as Officer Gunn. According to Complainant 3B, he approached Officer Gunn and the other individual and asked them not to smoke near the children. Complainant 3B stated that Officer Gunn responded with something to the effect of “Don’t talk to me like that. You do not know who I am. I could ruin your day.” Complainants 3A and 3B stated that they observed Officer Gunn walk to a parked car, and Complainant 3B stated that he observed Officer Gunn place a firearm in his waistband. Complainant 3A stated that when Officer Gunn came back to the basketball courts, he lifted his shirt to expose the firearm, and she felt intimidated. She called 911. Officers arrived and began an investigation. As part of the investigation, Complainants 3A and 3B identified Officer Gunn after officers showed them his photograph. Officers also spoke with a witness, a friend of Complainant 3A, that confirmed what occurred. The witness stated that she could not see what Officer Gunn retrieved from the vehicle but that she saw the firearm when Officer Gunn lifted his shirt. Additionally, officers observed a vehicle matching the description given by Complainants 3A and 3B parked in front of the basketball courts. Complainants 3A and 3B repeatedly expressed concern to officers from Internal Affairs for their safety and were fearful that Officer Gunn would learn their identities.

When Officer Gunn was interviewed by Internal Affairs, he stated that he went to the park that day and changed out of his uniform to play basketball. When he changed, he said that he put his firearm in his waistband, which he did frequently when he played there. During Officer Gunn's OAG interview, he clarified that he had his department-issued firearm with him that day and that he put it in a holster that was secured to his shorts. He denied smoking marijuana. During his interview with Internal Affairs, he initially stated that after he walked to the basketball courts, he never returned to his vehicle. Later in the interview, he said that he did return to his vehicle to put a basketball inside. During his OAG interview, he stated that he went back to his vehicle shortly after arriving at the courts to put the firearm in the vehicle while he was playing and retrieved it after his game finished. Officer Gunn stated that he did not have any negative interactions with anyone and denied the allegations made by Complainants 3A and 3B. He explained that his dry fit shirt sometimes rides up, and he has to pull it down to keep the firearm covered. When Officer Gunn saw police officers arriving, he said that he approached them and identified himself. During his OAG interview, Officer Gunn stated that he had not been near his vehicle for approximately two hours before police officers arrived. He told one of the responding officers that there had been no issues and that the call might be fake. When officers determined that the call was regarding Officer Gunn, they placed Officer Gunn in the back of a patrol car and confiscated his BPD identification and firearm. Another officer who was at the basketball courts that day submitted a statement to Internal Affairs indicating that he did not observe Officer Gunn with a firearm or hear him make any threats.

BPD suspended Officer Gunn immediately, and served him with charges the following day, May 31, 2022. A set of amended charges was served on June 10, 2022. The amended charges included violations of BPD's Rules and Regulations regarding officer conduct and violations of the Penal Law, specifically, menacing in the second degree (§ 120.14) and harassment in the second degree (§ 240.26). Officer Gunn subsequently pled guilty to two of the charges concerning officer conduct and was penalized with a 45-day unpaid suspension. During his OAG interview, Officer Gunn stated that he wanted to return to work and did not understand that he had pled guilty. He maintained that he never admitted any culpability in connection with this incident.

We agree with BPD's conclusions and find that Officer Gunn committed misconduct during this incident.

III. Conclusions and Recommendations

The incidents described above constitute a pattern of abuse of authority and unprofessional conduct that violated the Department's policies. In Incident 3, Officer Gunn's conduct violated two provisions of the Penal Law and could have resulted in criminal charges.

Executive Law § 75(5)(b) requires that the OAG "determine whether the subject officer . . . has engaged in a pattern or practice of misconduct, use of excessive force, or acts of dishonesty." To identify a pattern of misconduct for purposes of Executive Law § 75(5)(b), we look to whether the subject officer engaged in multiple acts of similar misconduct.

Here, Officer Gunn abused his authority and acted unprofessionally during several incidents:

- Officer Gunn threatened employees at an automotive repair shop while on-duty during Incident 1;
- Officer Gunn solicited business from Complainant 2, a victim seeking police assistance, while responding to a call at her home; and
- Officer Gunn threatened individuals at a local park while off-duty and intimidated them with his firearm during Incident 3.

These incidents establish a consistent pattern of Officer Gunn abusing his authority and using his authority for his own benefit.

The OAG recommends the following remedial actions:

- 1) Progressive Discipline for Future Misconduct. We are not recommending specific disciplinary action against Officer Gunn because the statute of limitations for discipline has expired for each of the incidents discussed above. For any future misconduct by Officer Gunn, BPD should impose progressive discipline that accounts for the violations described above, up to and including termination, consistent with Section 1.6 of BPD's Discipline Policy.
- 2) Improving Performance. We recommend that a member of the Internal Affairs Division discuss the findings herein and the imperative to prevent future incidents with Officer Gunn immediately. Additionally, these findings should be incorporated into Officer Gunn's next performance evaluation.

Pursuant to Executive Law § 75(5)(c), the Buffalo Police Department shall inform the OAG within 90 days of the actions it is taking in connection with these recommendations.

We appreciate the cooperation of you and your agency.

Thank you,

LETITIA JAMES
Attorney General of the State of New York

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