

**STATE OF NEW YORK  
COUNTY OF ERIE : BUFFALO CITY COURT**

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**PEOPLE OF THE STATE OF NEW YORK**

**-against-**

**FELONY COMPLAINT**

**CHRISTINA SANFORD GORDON,**

**Defendant.**

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I, Scott Barnes, a police officer and an Investigator with the New York State Office of the Attorney General, depose and state that the defendant, **Christina Sanford Gordon**, committed the following crimes:

**FIRST COUNT**

**GRAND LARCENY IN THE SECOND DEGREE**, in violation of section 155.40(1) of the Penal Law of the State of New York, a class C felony, in that the defendant, between on or about July 1, 2017, and on or about November 30, 2017, in the City of Buffalo, County of Erie, and State of New York, stole property with a value that exceeded fifty thousand dollars from Company 1.

**SECOND COUNT**

**SCHEME TO DEFRAUD IN THE FIRST DEGREE**, in violation of section 190.65(1)(a), of the Penal Law of the State of New York, a class E felony, in that the defendant, between on or about March 1, 2017, and on or about February 21, 2018, in the City of Buffalo, County of Erie, and State of New York, engaged in a scheme constituting a systematic ongoing course of conduct with intent to defraud ten or more persons or to obtain property from ten or more persons by false or fraudulent pretenses, representations or promises, and so obtained property from one or more of such persons; and stole property.

### **THIRD COUNT**

**CRIMINAL POSSESSION OF A FORGED INSTRUMENT IN THE SECOND DEGREE**, in violation of section 170.25 of the Penal Law of the State of New York, a class D felony, in that the defendant, between on or about July 1, 2017, and on or about July 31, 2017, with knowledge that it was forged and with intent to defraud, deceive or injure another, she uttered or possessed a forged instrument of a kind specified in Penal Law section 170.10(3), to wit: a letter dated July 5, 2017, purportedly issued or created by the Office of the New York State Attorney General with the purported signature of Attorney General Eric T. Schneiderman.

### **FOURTH COUNT**

**CRIMINAL POSSESSION OF A FORGED INSTRUMENT IN THE SECOND DEGREE**, in violation of section 170.25 of the Penal Law of the State of New York, a class D felony, in that the defendant, between on or about September 1, 2017, and on or about September 30, 2017, with knowledge that it was forged and with intent to defraud, deceive or injure another, uttered or possessed a forged instrument of a kind specified in Penal Law section 170.10 (3), to wit: a letter dated August 21, 2017, purportedly issued or created by the Office of the New York State Attorney General with the purported signature of Attorney General Eric T. Schneiderman.

### **FIFTH COUNT**

**CRIMINAL POSSESSION OF A FORGED INSTRUMENT IN THE SECOND DEGREE**, in violation of section 170.25 of the Penal Law of the State of New York, a class D felony, in that the defendant, between on or about September 1, 2017, and on or about September 30, 2017, with knowledge that it was forged and with intent to defraud, deceive or injure another, uttered or possessed a forged instrument of a kind specified in Penal Law section 170.10 (3), to wit: a letter dated September 5, 2017, purportedly issued or created by the Office of the New

York State Attorney General with the purported signature of Attorney General Eric T. Schneiderman.

**SIXTH COUNT**

**CRIMINAL POSSESSION OF A FORGED INSTRUMENT IN THE SECOND DEGREE**, in violation of section 170.25 of the Penal Law of the State of New York, a class D felony, in that the defendant, between on or about September 1, 2017, and on or about September 30, 2017, with knowledge that it was forged and with intent to defraud, deceive or injure another, uttered or possessed a forged instrument of a kind specified in Penal Law section 170.10 (3), to wit: a letter dated September 29, 2017, purportedly issued or created by the Office of the New York State Attorney General with the purported signature of Attorney General Eric T. Schneiderman.

**SEVENTH COUNT**

**CRIMINAL POSSESSION OF A FORGED INSTRUMENT IN THE SECOND DEGREE**, in violation of section 170.25 of the Penal Law of the State of New York, a class D felony, in that the defendant, between on or about October 1, 2017, and on or about October 31, 2017, with knowledge that it was forged and with intent to defraud, deceive or injure another, uttered or possessed a forged instrument of a kind specified in Penal Law section 170.10 (3), to wit: a letter dated October 5, 2017, purportedly issued or created by the Office of the New York State Attorney General with the purported signature of Attorney General Eric T. Schneiderman.

**THE GROUNDS FOR THE DEPONENT'S BELIEFS ARE AS FOLLOWS:**

1. This felony complaint is made by me on direct knowledge and upon information and belief. The source of my information and the grounds for my belief include but are not limited to the following: (a) my training, experience and participation in an investigation

conducted by the New York State Office of the Attorney General; (b) my own personal knowledge; (c) information provided to me by third parties, including witnesses, people employed by the OAG and Christina Sanford Gordon (“GORDON”). The information consists of public records, business records, government records, email and text message communications, certified bank records, and documents seized when the OAG executed a search warrant at GORDON’s home, located at 469 Koons Avenue, Buffalo, NY, on January 31, 2018.

2. Unless otherwise noted, dates and times referred to herein are approximate. Furthermore, unless otherwise noted, where statements of other individuals are described, those descriptions are intended to convey the sum and substance of such statements and are not necessarily exact quotes.

A. **Background**

3. This investigation began in December 2017, when various citizen complaints came into the OAG’s Buffalo Regional Office’s Civil Public Advocates/Consumers Bureau and criminal Public Integrity Bureau regarding GORDON. The complaints generally alleged that the complainants had hired GORDON, who had presented herself to them as a grant writer, to apply for New York State grants. The complainants paid for GORDON’s services and for filing fees that she claimed were needed in order to file grant applications with New York State Grants Gateway (“Grants Gateway”), but GORDON never prepared or submitted any such applications.
4. I reviewed records on file with the Erie County Clerk’s Office, which show that GORDON formed a “dba” named CS Consulting on May 31, 2017. The complainants paid GORDON either directly or through CS Consulting, to submit grant applications

through Grants Gateway. GORDON never prepared or submitted any applications for people or entities who hired her and never returned all or some of the money they paid for her services and alleged filing fees. GORDON also falsely informed the parties who hired her, and contractors whose services were rendered without payment in advance, that the grant money was awarded and they were guaranteed payment.

5. During an interview of GORDON by the OAG on February 14, 2018, she acknowledged that she never prepared or submitted any grant applications for people or entities who hired her. GORDON acknowledged that she told these people and entities, and some contractors she hired, that grant money had been awarded as a result of her purported applications. She stated that she kept all the money she received from those who hired her and spent all of it. When one complainant, as described below, threatened to report GORDON to law enforcement, GORDON repaid some but not all of the money stolen.
6. GORDON further admitted at the February 14, 2018 interview that when victims expressed skepticism as to whether the grant money would be ever be paid, GORDON provided them with a letter on purported OAG letterhead and bearing Attorney General Eric Schneiderman's purported signature, congratulating the recipient for receiving state grant awards in specific dollar amounts. The OAG had no involvement in awarding grants and never prepared the letters. GORDON admitted that she created the letters on OAG letterhead, and inserted Eric Schneiderman's signature by cutting it from a document found on the internet and pasting it into the letter. GORDON said she personally delivered copies of the letters to the victims.

7. GORDON also communicated with people through a fictitious person named “Sylvia Gregory,” who was a purported grant administrator for Grants Gateway. She created a non-governmental email address through which “Gregory” interacted with victims who retained GORDON’s services. “Gregory” advised victims in emails that they had received grant awards, and showered praise on GORDON. During GORDON’s interview on February 14, 2018, she admitted that the email address she used for “Gregory” was sgrantsgateway@mail.com.
8. GORDON also hired contractors on behalf of some of the victims, who provided victims with products and services based on GORDON’s assurances that grant money was available through Grants Gateway to pay the contractors. None of the contractors that she retained were paid since there was no money received from grants to pay them.

**B. New York State Grants Gateway**

9. On December 13, 2017, I attended a telephone interview of an individual known to OAG, who is employed as the New York State Information Technology Director, Enterprise Business Solutions, Grants Reform/Grants Gateway (the “EBS Director”). The EBS Director has held his current position since January 2015. In his position, the EBS Director is responsible for development, implementation, and operation of Grants Gateway which includes: The Grant Opportunity Portal, The Document Vault and Nonprofit Pre-Qualification, the Online Grant Application, review and award function, and the online contract Development and Approval Functions.
10. The EBS Director provided an overview of how the Grants Gateway portal works. He explained that Grants Gateway is a New York State website that anyone can visit to see which State grants may be available. It does not offer grants itself. Those interested in a

grant must first complete a multi-step process before an application can be submitted. Grants Gateway is a portal which allows a party to submit required documents into a vault created by the party through the portal. Before a vault is opened, a potential grant applicant must submit, by mail, a paper Grants Gateway Registration Form (“Registration Form”). Upon submission of the Registration Form, a vault is opened for the registrant. The vault is used by a potential applicant to submit and store documents needed to complete and submit a grant application. Before an applicant can apply for a grant, the applicant must be pre-qualified to do business with the State of New York. There are no fees associated with seeking a grant.

11. The EBS Director stated that there is no person by the name of Sylvia Gregory who works with him or is employed as a grants administrator for Grants Gateway. He also confirmed that the OAG does not award grants or partner on any grants. The EBS Director stated that there would be no reason for Attorney General Schneiderman to have sent letters such as those that the victims received from GORDON purporting to be from the OAG and from the Attorney General.
12. The EBS Director has provided information to the OAG as a result of searches he performed at the request of the OAG of Grants Gateway’s portal, that confirms that neither GORDON nor her company CS Consulting ever submitted grant applications on behalf of any of the persons or entities that are discussed below in this Felony Complaint.

**Defendant’s Larceny, Scheme to Defraud and Criminal Possession of Forged Instruments**

**Church 1**

13. I spoke with a person (“P-1”), who informed me that he serves as Chairman of the Board of a church (“Church 1”), which is located in Buffalo, New York. P-1 stated that in

March 2017, he met with GORDON to discuss whether she could obtain grant money to complete projects at Church 1. P-1 learned of GORDON from a pastor at another church located in Buffalo, New York. During P-1's meeting with GORDON, she told P-1 that she successfully obtained grant money for other churches and that she could obtain grant money for Church 1. GORDON stated that grants were available through Grants Gateway. Church 1 hired GORDON to write and submit grant applications to Grants Gateway. GORDON prepared a Registration Form and P-1 signed it.

14. GORDON later told P-1 that Grants Gateway awarded Church 1 three grants. One grant was to pay to repave Church 1's parking lot. The second grant was to pay for a new vinyl fence to be installed on Church 1's property. The third grant was to pay for a new electronic media system to be installed inside Church 1. With P-1's permission, GORDON hired contractors to complete the three projects. P-1 said that GORDON would only consider contractors who did not require any payment before the work was completed.
15. I spoke to the three contractors. Each one stated that GORDON told them that Church 1 was awarded grant money that was available to pay for their work once the job was completed. Based on GORDON's assurance that the money was already available, each contractor completed the project they were hired to do during the summer and fall of 2017.
16. P-1 provided me with copies of email exchanges that he had with "Gregory" regarding the grant awards. In an email dated September 19, 2017, "Gregory" advised P-1 that grant acceptance packages were prepared and Church 1 would receive initial funding of \$900,000 within the next 15 days, with an additional payment of \$325,000 to be released

on November 2, 2017.

17. P-1 provided me with copies of invoices that Church 1 received from the three contractors. The invoice from the paving contractor was for \$69,380; the invoice from the fencing company was \$178,193; and the invoice from the media company was \$198,346. Since no grant money was ever awarded as GORDON never applied for grants on behalf of Church 1, the contractors have not been paid. Church 1 is now responsible for paying the contractors.
18. Once P-1 learned that GORDON never applied for grants and no grant awards had been made, Church 1 terminated its relationship with GORDON in late November 2017.
19. From May 21, 2017 through November 21, 2017, Church 1 employed GORDON to secure grants for its benefit, paying her \$260 per week. In addition, Church 1 provided separate payments to GORDON or to CS Consulting for grant writing services and for filing fees which GORDON told P-1 were needed to file the grant applications.
20. P-1 informed me that Church 1 paid GORDON both by cash and by checks. P-1 provided me with copies of canceled checks totaling \$2,950 issued by Church 1 to pay GORDON, and copies of invoices Church 1 received from CS Consulting. In total, Church 1 paid GORDON over \$6,500 in salary, fees and application fees for work she never performed as promised. Deponent reviewed GORDON's bank records, which show that the salary received from Church 1 was directly deposited into her bank account.
21. P-1 advised me that Church 1 would not have given GORDON any money had P-1 known that GORDON made false representations, including that Grants Gateway did not really charge any filing fees, that GORDON did not intend to obtain grant money for

Church 1, and that she took no actions to obtain grant money during the period of time Church 1 was paying her. GORDON did not have Church 1's permission or authority to take its money under those circumstances.

**ATI (Media Contractor for Church 1)**

22. I spoke with a person ("P-2"), who works at ATI, a media sales and installation company located in Williamsville, New York. An employee at a local sign company directed P-2 to GORDON to discuss the installation of new media equipment at Church 1.
23. P-2 met with GORDON in the late spring or summer of 2017. She told him that she secured a grant award for Church 1 that could be used to pay for audiovisual materials inside Church 1's building. P-2 met GORDON and P-1 at Church 1 to discuss the project. P-2 prepared a proposal for the purchase and installation of media equipment in the amount of \$198,346.00. Of this amount, \$180,346 was for equipment. The rest of the cost was for labor. P-1 accepted the proposal on behalf of Church 1. GORDON represented to both P-1 and P-2 that the grant money was already available to pay for everything. GORDON told P-2 that his company would receive electronic fund payments. GORDON provided P-2 with papers which P-2 completed so that New York State could transfer the money. GORDON told P-2 that payment would be received after someone from Albany came to inspect the work and that inspections were done on Sundays. P-2's company installed all the equipment into Church 1's building in August and September 2017. In an email dated September 19, 2017, GORDON forwarded to P-2 an ACH electronic deposit form and requested that it be returned as soon as possible.
24. P-2 never met anyone from Albany who came to Church 1 to perform an inspection. GORDON assured him that there were problems in making an electronic transfer and that

instead a check would be issued. P-2 made numerous inquiries about when the payment was expected. In November 2017, GORDON provided P-2 with a 6 digit number and told P-2 the check was on the way. The check never arrived and ATI has not been paid. The media company's equipment has never been returned. GORDON stole the media equipment, with intent to appropriate the media equipment to Church 1, in that she wrongfully took, obtained or withheld the property from ATI when the value of the property exceeded \$50,000. The defendant stole the property by means of a false representation that she had obtained grant money from Grants Gateway to pay ATI for the media equipment while knowing that no such grant money was available because she never applied for the grant on behalf of Church 1 that would have paid for the equipment.

### **Church 2**

25. I am informed by a pastor ("P-3") at another church ("Church 2") located in Buffalo, New York, that in 2017, Church 2 needed a new roof. P-3 learned from an acquaintance that GORDON was a grant writer who could perhaps obtain funds to pay for the roof. P-3 contacted GORDON and they met on November 28, 2017. GORDON provided P-3 with a CS Consulting business card. GORDON told P-3 that she had been writing grants for fifteen to twenty years and named some churches for which she secured grants. GORDON told P-3 that December 15, 2017, was the deadline date for filing the grant application. She told him that her fee for writing the grant was \$800 and that application fees were \$1,400.
26. P-3 and GORDON met on November 28, 2017. On that date, P-3 gave her a check drawn on Church 2's bank account for \$2,200. I reviewed the check, which shows GORDON's endorsed signature for deposit. During the same meeting, GORDON told P-

3 that she could obtain a grant award for as much as \$150,000 and could secure two other grants that could pay \$275,000 and \$50,000, respectively. GORDON presented P-3 with a Registration Form, which he signed. GORDON told P-3 that she would secure a roofing contractor to do the work.

27. After the November 28, 2017 meeting, P-3 contacted GORDON on a bi-weekly basis to ask about the status of the grant. Their last conversation occurred sometime in January 2018. During each conversation, GORDON assured P-3 that Church 2 had received a grant award. In fact, GORDON never submitted a grant application to Grants Gateway on behalf of Church 2 and no grant award was received.
28. P-3 advised me that he would not have given GORDON any of Church 2's money had he known that GORDON did not intend to secure grants for Church 2, and that there was in reality no \$1,400 application fee. P-3 told me that GORDON did not have P-3's or Church 2's authority to take its money under those circumstances.

### **Church 3**

29. I spoke with the pastor ("P-4") of another church ("Church 3") located in Buffalo, NY. P-4 informed me that in 2017, Church 3 needed roof repairs and other renovation work and lacked the funds to pay for them. P-4 was referred to GORDON who he was told was a grant writer.
30. P-4 first met GORDON in early June 2017. He asked her if she could help obtain grant money to repair Church 3's roof and to pay for other renovations. She gave him a CS Consulting business card. GORDON told him that she was trying to get grants for Church 1 and another church. She said that she may be able to help.

31. P-4 and GORDON met again on June 28, 2017. During that meeting, GORDON told P-4 that she could apply for a grant for the roof and apply for a grant to remove asbestos. To retain her services, GORDON told P-4 that she needed payment of \$425 for the asbestos grant and \$400 for the grant application for funds to repair the roof. In addition, she told P-4 that she would charge \$600 to write the two grants. GORDON presented P-4 with Registration Form, which he signed. She told P-4 that a woman named Sylvia Gregory would know when the grant funds would be released.
32. Thereafter, P-4 went to GORDON's home and paid her \$825 in cash taken from his personal funds to pay for the application fees. On a later date, he paid her an additional \$600 in cash taken from his personal funds to pay her grant writing fees. In October 2017, P-4 provided GORDON with a third payment of \$1,200 in cash taken from his personal funds for additional grant writing fees. In total, P-4 gave GORDON \$2,625 in grant writing and application fees. P-4 asked GORDON for receipts on multiple occasions but she always provided an excuse for not giving him one.
33. GORDON arranged for an asbestos contractor to begin work at Church 3. In September 2017, the asbestos contractor asked P-4 for payment. Based on GORDON's representations that grant money had been awarded, P-4 told the asbestos contractor the money would be paid with grant funds. GORDON located a roofing contractor who met with P-4 and GORDON in July or August 2017. GORDON advised P-4 and the roofers that grant money was available to pay for the roofing job. Based on defendant's representation, P-4 signed a \$500,000 contract with the roofing company.
34. The roofers started on the job on or about December 4, 2017. They never got paid because grant money never arrived. As a result, they walked off the job leaving the

integrity of Church 3's structure in a precarious condition.

35. GORDON did not submit any grant applications on behalf of Church 3 and no grant money was awarded.
36. P-4 told me that he would not have given GORDON any money had he known that GORDON made false representations about the need for application fees and that she did not intend to obtain grants for Church 3. P-4 informed me that GORDON did not have P-4's authority to take his money under those circumstances.

#### **Church 4**

37. I am informed by the Executive Director ("P-5") of a real estate development corporation ("REDC") affiliated with another church ("Church 4") that on January 30, 2017, GORDON contacted Church 4 and requested a meeting with its Reverend. She told the Reverend that she was a church member and wanted to discuss writing grants for Church 4.
38. P-5 met with GORDON in May 2017. GORDON told P-5 that she had been a grant writer for over ten years and obtained grants for several business and churches. GORDON provided P-5 with CS Consulting's business card. Defendant told P-5 that she could identify grants through Grants Gateway that Church 4's REDC could use to construct a project in Niagara Falls, New York. GORDON told P-5 that she had "a great relationship" with Grants Gateway Administrator Sylvia Gregory. Based on these representations, GORDON was retained to secure grants through Grants Gateway.
39. Thereafter, GORDON told P-5 that she identified and was applying for grants through Grants Gateway. On August 3 and August 9, 2017, P-5 received emails from "Sylvia Gregory" praising the GORDON's abilities as a grant writer. In an email dated August

11, 2017, "Gregory" encouraged P-5 to divide a grant that would provide more capital. "Gregory" said the cost for doing so would be an additional \$900. On September 20, 2017, "Gregory" emailed P-5 and advised her that the initial grant for \$3.5 million would be available during the week of October 2, 2017, followed by another deposit of \$350,000.

40. When the grant money failed to arrive, P-5 expressed her concern to GORDON. In or around September 2017, GORDON provided P-5 with two letters purportedly from the OAG, dated August 21, 2017 and September 29, 2017, congratulating the REDC on being awarded \$3.2 million in funding and another \$2.5 million in funding. The letters were purportedly signed by Attorney General Eric Schneiderman. The letters were never issued by the OAG and Attorney General Schneiderman never signed the letters.
41. Neither Church 4 nor its REDC ever received any grant funding. No grant applications were submitted by GORDON.
42. GORDON issued invoices to the REDC totaling \$5,900 for application fees and for GORDON's grant writing fees. P-5 provided copies of canceled checks showing payments made to GORDON between May 31, 2017 and September 18, 2017 in the sum of \$5,900.
43. P-5 told me that she would not have given GORDON any money had she known that GORDON made false representations about the existence of Sylvia Gregory and about the true cost of application fees, and that GORDON did not take any actions to secure grants. P-5 informed me that GORDON did not have P-5's permission or authority to take REDC's money under those circumstances.

## Church 5

44. I am informed by a pastor ("P-6") of another church ("Church 5"), which is located in Buffalo, New York, that in 2017, Church 5 needed a sign. P-6 contacted a local sign company. The sign company referred P-6 to GORDON. P-6 first met GORDON in May 2017. They discussed getting grant money for Church 5 for development projects. GORDON told him she was a grant writer who recently moved back to Buffalo from Texas. GORDON provided P-6 with CS Consulting's business card and a copy of her resume. GORDON told P-6 that he would apply for grants through Grants Gateway and had him sign a Registration Form. GORDON told P-6 that he needed to pay her fees for grant writing and application fees. Defendant said that she applied for six grants and that grant money had been awarded. In total, Church 5 paid \$7,200 by check to CS Consulting.
45. P-6 received an email from "Sylvia Gregory" about the grant awards. He emailed "Gregory" back in October 2017, asking her to provide a link to the grant awards.
46. No grant applications were submitted on behalf of Church 5 and Church 5 did not receive any grant awards. P-6 spoke with someone at Church 1 who told him that GORDON had "scammed" them.
47. P-6 told me that he would not have given GORDON any money had he known GORDON made false representations in that she did not need to pay application fees and that she never applied for any grants on behalf of Church 5. P-6 informed me that GORDON did not have P-6's or Church 5's permission or authority to take Church 5's money under those circumstances.

## **Company 1**

48. I am informed by person ("P-7"), who owns a small construction business in Buffalo, New York, that in 2017, he needed some money to buy materials for his business. In the summer of 2017, GORDON's husband told him that the GORDON knew how to get grant money. P-7 met with GORDON who assured him that she could secure a grant for his business through Grants Gateway. He signed a Registration Form that she prepared. GORDON told P-7 that he had to turn his business into an LLC in order to obtain the grant and that for a fee of \$400, she would file the papers to create his LLC and submit a grant application. P-7 paid the defendant \$400 in cash. Once GORDON formed the LLC, she instructed P-7 to open a bank account for the LLC to receive the grant money through a wire transfer from Grants Gateway. She told him to make an opening deposit of \$250. Once the LLC was created, P-7 opened a bank account for the company and made the \$250 deposit as GORDON instructed him to do.
49. P-7 stated that about one month after first meeting GORDON, she called him and stated that the grant money was awarded and that all he had to do was activate it through the bank. P-7 went to the bank in an attempt to activate it, but was unable to do so since GORDON provided no instructions as to how to activate it. Despite repeatedly asking GORDON for assistance to activate the account, she did not help him. P-7 repeatedly questioned GORDON about when the money would arrive. To assure him that the grant money was awarded, GORDON provided P-7 with a September 5, 2017 letter, purportedly from Attorney General Schneiderman, congratulating him for receiving a \$350,000 grant award. The OAG never issued the letter. The Attorney General never signed the letter. GORDON continued to assure P-7 that the grant money would be wired

into his company's bank account but that never happened. The \$250 that P-7 initially deposited when he opened the account was drained by monthly fees, causing the account to go into a negative balance.

50. P-7 informed me that he would not have given GORDON any money, nor would he have opened a new bank account and deposited \$250, had he known that GORDON made false representations and did not intend to apply for and secure a grant for his business, and that GORDON did not have his permission or authority to take his money under those circumstances.

**Real Estate Developer 1**

51. I was informed by Assistant Attorney General ("AAG") James Morrissey that AAG Morrissey interviewed a person ("P-8"), who owns a real estate development company located in Buffalo, New York. P-8 provided AAG Morrissey with documents, which I have reviewed. P-8 told AAG Morrissey that in 2017, P-8 was interested in developing three properties in the city of Buffalo. In the spring of 2017, he learned that GORDON was instrumental in obtaining grant funds for the renovations to Church 1. P-8 met with GORDON in May 2017 to discuss his development projects and to see if she could help him obtain grant money. During that meeting, GORDON told him that money was available for the projects through Grants Gateway. She told P-8 that she worked closely with a person named Sylvia Gregory, who worked for Grants Gateway.
52. On May 31, 2017, GORDON told P-8 that her fee for writing a grant application for one of the projects was \$1,500 and that the filing fee was \$450. P-8 provided AAG Morrissey with a canceled company check dated May 31, 2017, payable to CS Consulting for the \$450 filing fee.

53. On June 5, 2017, GORDON had P-8 sign two Registration Forms, which I reviewed.
54. On August 3, 2017, P-8 received an email from "Sylvia Gregory" regarding the status of his grant. The email stated that a grant acceptance package had been compiled and mailed to him on August 2, 2017. The email advised him that the GORDON would provide him with further information about how to access the grant funds.
55. GORDON told P-8 that she prepared the acceptance packages and charged him \$1,425 for doing that work. She issued an invoice from CS Consulting for her fee for that amount. I reviewed a copy of the invoice and a canceled check written from P-8's business account dated July 19, 2017, in the amount of \$1,425.
56. I reviewed email exchanges between P-8 and "Sylvia Gregory" dated August 9, 2017, and August 10, 2017. In those emails, "Gregory" confirmed that three grants were awarded in the amounts of \$6,343,000, \$825,000 and \$390,000. In emails to P-8 dated between August 23, 2017 and August 25, 2017, "Gregory" stated that the first deposit of \$4.5 million would be made into his company's bank account by the second week of September 2017. On September 5, 2017, "Gregory" emailed P-8 to advise that the \$4.5 million would be disbursed on September 7, 2017, or September 21, 2017. The money never arrived. P-8 continued to receive emails from "Gregory" through October 16, 2017, assuring him the money was coming and offering excuses as to why it had not yet arrived.
57. P-8 became concerned about the constant delays and GORDON assured him the money would be wired shortly. To reassure him, the GORDON provided P-8 with a letter dated July 5, 2017, purportedly from Attorney General Eric Schneiderman congratulating his company on receiving a \$4.5 million grant award. No such letter was issued by the

OAG. The Attorney General did not sign the letter.

58. P-8 informed AAG Morrissey that he would not have given GORDON any money had he known that GORDON made false representations about the existence of Sylvia Gregory and that Grants Gateway required no application fees. P-8 informed AAG Morrissey that GORDON did not have permission or authority to take his company's money under those circumstances.

**Sports Facility**

59. I interviewed a person ("P-9"), who was referred to the GORDON by an acquaintance who heard that GORDON knew how to get millions of dollars in grant money for churches and other entities. P-9 met with GORDON on August 8, 2017, at a business located in Buffalo, New York. During that meeting, GORDON told P-9 that she successfully obtained grants for Churches 1, 2 and 4.
60. P-9 told GORDON that she wanted to build a sports facility in Buffalo that would provide athletic programs. She told GORDON that the estimated cost for building the facility was between \$5 and \$10 million. P-9 wanted to know if there was grant money that could help fund the project. GORDON assured her that there would be no problem in getting grant money.
61. GORDON told P-9 to establish six separate LLC's and open multiple bank accounts. GORDON promised that she would begin putting the grants together immediately through Grants Gateway. GORDON had P-9 sign a Registration Form. She told P-9 that she had worked with Sylvia Gregory in Albany who would push things along. GORDON stated the work needed to be done immediately because grant funds would only be available until the end of August 2017. A few days after their initial meeting GORDON

- told P-9 that she obtained \$3 million in grants for the project.
62. GORDON introduced P-9 to contractor to discuss the project. The contractor estimated that the project would cost \$18 million. GORDON told P-9 that she needed to apply for more grants, that each grant had a separate application fee of between \$400 and \$450, and that GORDON's grant writing fee for each grant was \$2,500.
63. Between August 4, 2017 through September 21, 2017, P-9 paid GORDON \$12,378 with checks drawn on one of the business accounts she established. GORDON endorsed and cashed each of those checks. Months passed and the grant money never arrived. P-9 received an email from "Sylvia Gregory" dated November 3, 2017. In the email, "Gregory" stated that as of October 20, 2017, a grant acceptance package had been compiled for P-9's review and that the first grant award would be deposited during the week of November 7 to November 21, 2017. "Gregory" praised GORDON in the email. She also told P-9 that although the initial amount of money deposited would be \$650,000, that P-9 had been awarded an additional \$325,000 and that there would be another deposit of \$115,000. None of the grant money referenced in "Gregory's" email was ever deposited.
64. P-9 questioned GORDON about the status of the grant awards. To assure P-9 that the grant money was awarded, sometime in October 2017, GORDON provided P-9 with a letter dated October 5, 2017, purportedly from the OAG and purportedly signed by Attorney General Eric Schneiderman, congratulating her on receiving two grant awards in the amounts of \$650,000 and \$750,000. OAG issued no such letter. The Attorney General did not sign the letter.

65. GORDON never submitted any such grant applications and P-9 never received any grant awards.
66. P-9 spoke with a bank officer at the bank where she opened her accounts about the fact that she did not receive the grant awards. The bank officer told her that none of the people who opened accounts in order to receive grant awards received any money.
67. P-9 sent a text message to GORDON on November 7, 2017, stating that if she did not received the grant funding by November 17, 2017, that she was done with her and wanted her money back. GORDON sent P-9 multiple text messages after November 7, 2017, still indicating that the grant money was on its way. GORDON did not return the money by November 17, 2017. On November 20, 2017, GORDON sent P-9 a text message stating that her grant money had been processed. On November 27, 2017, GORDON sent a text message to P-9 stating that the money did not get processed and things got pushed back due to the Thanksgiving holiday.
68. In December 2017, P-9 realized that GORDON had defrauded her and she told GORDON that if P-9 did not receive \$10,000 back, she would go to the press with all the information she had about her. P-9 stated that it appeared to her that GORDON became panicky. On December 8, 2017, GORDON sent P-9 a text message asking why she would consider going to the District Attorney without contacting her first to resolve things. GORDON stated that she had no problem returning the money if it would resolve any possible legal trouble that she might be in. On December 9, 2017, GORDON again asked P-9 that if by returning the money P-9 would not report her and get her into legal trouble. GORDON expressed that if it was not resolved she thought things could be “very deep and political” and that she “had a baby to consider.” She told P-9 that if she

did contact the District Attorney, it may not be simple to drop the matter. In subsequent text messages dated December 14, 2017, GORDON continued to express concern that P-9 had reported the matter to legal authorities. P-9 told her that she did not yet report it to any legal authorities.

69. On December 14, 2017, defendant went to P-9's place of employment with a check for \$10,000, which P-9 was able to cash. Defendant has not reimbursed P-9 for the additional \$2,378 that P-9 paid her.
70. P-9 advised me that she would not have given GORDON any money had she known that GORDON made false representations about the existence of Sylvia Gregory and the fact that no application fees were necessary. GORDON did not have P-9's permission or authority to take P-9's company's money under those circumstances.

### **Real Estate Developer 2**

71. I am informed by ("P-10"), who owns a construction company located in the city of Buffalo, New York, that in April 2017, P-1 introduced P-10 to GORDON. During a meeting, P-10 told GORDON that he wanted to establish two not-for-profit real estate development companies in order to develop projects to benefit the community. P-10 asked GORDON if she could help him obtain federal or state grant money. GORDON told him that she could and had him sign Registration Forms. GORDON subsequently told P-10 that she successfully obtained grant awards for his companies and that the money would come in through Grants Gateway.
72. P-10 stated that he paid \$2,375 for GORDON's fees and for grant application fees. After time passed and no grant money was received, P-10 attempted to contact GORDON to complain that he had not received grant money.

73. P-10 stated that he would not have given GORDON any money had he known that no application fees were necessary and that GORDON did not act to secure grants. P-10 informed me that GORDON did not have P-10's permission or authority to take P-10's money under those circumstances.

**Furniture Company**

74. I spoke to a person ("P-11"), who owns a retail furniture company, located in a suburb of Buffalo, New York. In December 2017, GORDON came into his store to purchase furniture. During the course of a conversation, GORDON stated that she was a grant writer and that she wrote all types of business grants. P-11 was interested in expanding his business and he asked her if he would be eligible for a grant for his business. GORDON assured him that she could obtain a grant. On December 4, 2017, P-11 provided GORDON a check payable to CS Consulting for \$1,025. GORDON cashed the check.<sup>75</sup>
75. On December 13, 2017, GORDON provided P-11 with a Registration Form, which he signed. On January 13, 2018, GORDON advised P-11 that she received an award letter stating that his business received a \$425,000 grant. GORDON told P-11 that of the \$425,000, \$125,000 was for administrative expenses and if he wanted to take that portion of the grant, he would have to pay her an additional fee. P-11 advised GORDON that he would need to see the award letter before providing her with any more money. Despite repeated requests for the award letter, GORDON never provided it. P-11's most recent contact with GORDON was on February 13, 2018, when he asked her again for a copy of the award letter.

76. P-11 never received a grant award for his business. GORDON never made a grant application on his behalf.
77. P-11 told me that he would not have given GORDON any money had he known that GORDON made false representations about the costs of obtaining a grant and that GORDON did not have P-11's permission or authority to take P-11's money under those circumstances.

Dated: 2/27, 2018  
City of Buffalo, County of Erie

False statements made herein are punishable as a  
Class A Misdemeanor pursuant to Penal Law §210.45.

  
\_\_\_\_\_  
Scott Barnes  
Investigator  
New York State Attorney General's Office