

**UNITED STATES DISTRICT COURT  
OF CONNECTICUT  
AT NEW HAVEN**

**Christopher A. Ambrose,  
Plaintiff,**

**V.**

**Frank Parlato Jr.,  
Defendant.**

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**Civil Action No. 3:25-cv-01151-SVN**

**DATE: 16 FEBRUARY 2025**

**DEFENDANT’S MOTION FOR SANCTIONS AND INCORPORATED  
MEMORANDUM OF LAW**

***(Defendant Appears Specially and Does Not Consent to Personal Jurisdiction)***

Defendant Frank Parlato Jr., appearing specially and expressly reserving all objections to personal jurisdiction, venue, and service of process pursuant to Federal Rules of Civil Procedure 12(b)(2) and 12(b)(5), respectfully moves this Honorable Court to impose sanctions against Plaintiff Christopher A. Ambrose. This motion is brought pursuant to the Court’s inherent authority, 28 U.S.C. § 1915(e)(2)(A), and Federal Rules of Civil Procedure 11(c), 16(f), and 26(g). As detailed herein, Plaintiff has engaged in bad-faith conduct in this case and in a related matter before the same Court, warranting appropriate judicial sanctions. Defendant does not seek dismissal or any relief on the merits of the case, but rather requests narrowly tailored sanctions necessary to preserve the integrity of the judicial process and deter further misconduct.

**I. INTRODUCTION**

1. This motion arises from a series of intentional misrepresentations and omissions by Plaintiff, both in the instant matter and in a companion action, *Ambrose v. Lee*,

No. 3:25-cv-00398-SVN. In this case, Plaintiff misrepresented to the Court that Defendant had been personally served, and used that falsehood as the basis to seek shortened deadlines and monetary reimbursement. In the related case, Plaintiff submitted a sworn financial affidavit to obtain in forma pauperis (IFP) status that contains numerous false statements about dependents, income, benefits, and assets.

2. Plaintiff's conduct violates multiple provisions of the Federal Rules of Civil Procedure, including Rule 11(b)(1), which prohibits filings made for improper purposes; Rule 11(b)(3), which requires evidentiary support for factual contentions; and Rule 26(g), which governs the veracity of financial disclosures. It also triggers the mandatory enforcement language of 28 U.S.C. § 1915(e)(2)(A), which requires dismissal of any IFP case where a party has made an untrue allegation of poverty.
3. Additionally, the United States Supreme Court has made clear that federal courts possess inherent authority to sanction parties for bad-faith conduct and abuse of judicial process. See *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45–46 (1991).

## **II. FACTUAL BACKGROUND**

### **A. Misrepresentation of Service in the Present Action**

4. On or about October 4, 2025, Plaintiff filed a "Request for Clarification" in which he stated that Defendant had been personally served on September 12, 2025. (See Docket) Based on this claim, Plaintiff requested the Court to shorten Defendant's responsive deadline under Rule 12(a)(1)(A)(i) and to order reimbursement of

service costs under Rule 4(d)(2).

5. Plaintiff's assertion was premised on his claim that a Monroe County deputy had left the complaint and summons with an "adult resident" of Defendant's home. However, the official Return of Service, attached as Exhibit A, reveals that the deputy did not leave papers, did not identify the woman on the property as a resident, and specifically indicated that "service not completed."
6. Despite possessing or having access to this Return of Service, Plaintiff falsely represented to the Court that valid service had occurred. On October 8, 2025, Judge Sarala V. Nagala issued an order expressly rejecting Plaintiff's claim of service and denying his request. (See Docket.)
7. Plaintiff is a former attorney and is familiar with the legal definition of "resident" in the context of substituted service under Rule 4(e)(2). He knew, or should have known, that the deputy's interaction with a non-resident visitor did not constitute valid service. Nevertheless, Plaintiff misrepresented the facts in order to seek a procedural advantage.

#### **B. False Financial Affidavit in Related Case**

8. In the related case, *Ambrose v. Lee*, Plaintiff submitted a sworn IFP affidavit on March 16, 2025, in which he claimed to support three dependents, including two eighteen-year-olds who were allegedly full-time students. The affidavit also contained financial claims regarding rent, grocery costs, vehicle value, and asset disclosures.
9. These statements were materially false. Evidence submitted as Exhibits G and H demonstrates that Mia Ambrose had not lived with Plaintiff since August 2024

and was not receiving financial support. Matthew Ambrose had withdrawn from school on March 12, 2025—four days before the affidavit was executed—yet Plaintiff described him as a full-time student.

10. Plaintiff claimed he had “just learned” of SNAP eligibility, but issuance records (Exhibit F) show that he had been receiving benefits since December 2024. He further claimed \$750 per month in grocery expenses while omitting the SNAP benefits that covered those costs.
11. In addition to inflating expenses and dependents, Plaintiff misrepresented his rent by claiming it was \$2,450, while the actual lease (Exhibit D) shows rent in the amount of \$3,750. He also undervalued his 2015 Audi Q5 and failed to disclose retirement withdrawals, Fidelity investment accounts, and an expected six-figure inheritance.
12. These misstatements were made under penalty of perjury and with the intent to obtain fee waivers and other litigation advantages to which Plaintiff was not legally entitled.
13. The IFP affidavit was not only factually false but submitted in violation of Plaintiff’s certification obligations under Rule 11 and Rule 26(g), which require that all disclosures be accurate, complete, and made after reasonable inquiry.

### **C. Pattern of Bad-Faith Conduct**

14. The conduct described above reflects a sustained pattern of intentional misrepresentation. Plaintiff has made false statements to this Court regarding service of process, dependents, income, and assets. These acts were not the result of negligence or oversight but deliberate efforts to mislead the Court.

15. Under applicable federal law, this pattern satisfies the threshold for bad faith. See *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 765 (1980); *United States v. Int'l Brotherhood of Teamsters*, 948 F.2d 1338, 1345 (2d Cir. 1991).

### III. LEGAL STANDARD

16. Under 28 U.S.C. § 1915(e)(2)(A), the Court must dismiss a case where the party seeking IFP status has submitted a false allegation of poverty. Courts have found that even partial omissions, including the failure to disclose assets or inflating expenses, fall within the scope of this provision. See *Attwood v. Singletary*, 105 F.3d 610, 613 (11th Cir. 1997); *Romano v. Kerbel*, No. 3:20-cv-1103 (VAB), 2020 WL 6146487, at \*3 (D. Conn. Oct. 20, 2020).
17. Federal Rule of Civil Procedure 11(b) prohibits the filing of documents for improper purposes and requires that factual contentions have evidentiary support. Rule 11(c) authorizes courts to impose sanctions on parties or attorneys who violate this standard.
18. Additionally, Rule 26(g) imposes an obligation on parties to ensure that all discovery-related certifications—including financial disclosures—are accurate and complete. Rule 16(f) allows courts to impose sanctions where a party fails to comply with the Court's orders or otherwise obstructs the orderly administration of the case.
19. Beyond the express authority in the Rules and statutes, federal courts have inherent power to sanction conduct that undermines the judicial process. See *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45–46 (1991).

#### **IV. ARGUMENT**

20. Plaintiff knowingly misrepresented personal service to this Court. The Sheriff's

Return does not support his claim, and Judge Nagala's order refutes it. This

conduct violated Rule 11 and demonstrates bad faith sufficient to warrant

sanctions under both Rule 11(c) and the Court's inherent authority.

21. Plaintiff's IFP affidavit in *Ambrose v. Lee* contains material misstatements and

omissions designed to mislead the Court and secure fee waivers under false

pretenses. These actions violated 28 U.S.C. § 1915(e)(2)(A), Rule 26(g), and Rule

11. Even though Defendant does not seek dismissal here, the pattern of

misconduct is relevant to the Court's authority to deter future abuse.

22. Plaintiff's status as a former attorney heightens the seriousness of his misconduct.

As someone trained in legal ethics and court procedures, Plaintiff's

misrepresentations cannot be excused as lay error or misunderstanding.

#### **V. REQUEST FOR RELIEF**

23. Defendant respectfully requests that the Court enter findings that Plaintiff acted in

bad faith in this matter by misrepresenting service of process and by submitting

materially false financial disclosures in *Ambrose v. Lee*.

24. Defendant further requests that the Court impose a monetary sanction, payable to

the Clerk of Court, in an amount sufficient to deter future misconduct by this

litigant.

25. Defendant also asks the Court to issue a written warning to Plaintiff that any future misrepresentation or abuse of process may result in heightened sanctions, including dismissal, contempt, or referral to appropriate authorities.
26. Defendant requests that the Court take judicial notice of the questionable credibility of the Plaintiff based on these early misrepresentations.
27. Finally, Defendant requests any such other and further relief as the Court deems just and proper.

## **VI. CONCLUSION**

For the foregoing reasons, Defendant respectfully moves this Court to impose sanctions pursuant to its inherent authority, 28 U.S.C. § 1915(e)(2)(A), and the Federal Rules of Civil Procedure. Plaintiff's repeated misrepresentations—both in pleadings and sworn statements—undermine the integrity of the Court and must be addressed to prevent further abuse.

**/s/ Frank Parlato Jr.**  
**Frank Parlato Jr., Defendant Pro Se**  
***Appearing Specially —***  
***No Consent to Personal Jurisdiction,***  
***Venue, or Service***  
**29009 Geranium Drive**  
**Big Pine Key, FL 33043**  
**305-783-7083**  
**frankparlato@gmail.com**





Civil Action No. 3:25-cv-01151-SVN	)	UNITED STATES DISTRICT COURT
	)	OF CONNECTICUT
Christopher A. Ambrose,	)	AT NEW HAVEN
Plaintiff,	)	
V.	)	
	)	
Frank Parlato Jr.,	)	
Defendant.	)	DATE: 16 FEBRUARY 2025

**PROPOSED ORDER GRANTING DEFENDANT’S MOTION FOR SANCTIONS**

Upon consideration of Defendant Frank Parlato Jr.’s Motion for Sanctions, the supporting Affidavit with Exhibits A through H, and all other matters properly before the Court, it is hereby:

**ORDERED**, that Defendant’s Motion for Sanctions is **GRANTED**; and it is further

**ORDERED**, that sanctions are imposed pursuant to the Court’s inherent authority and 28 U.S.C. § 1915(e)(2)(A); and it is further

**ORDERED**, that the Court finds Plaintiff Christopher A. Ambrose engaged in bad-faith misconduct through material misrepresentations to the Court concerning

(1) alleged personal service in this action, and

(2) sworn financial disclosures submitted in *Ambrose v. Lee*, No. 3:25-cv-00398-SVN; and it is further

**ORDERED**, that Plaintiff shall pay a monetary sanction in the amount of \$\_\_\_\_\_ to the Clerk of Court within 30 days of this Order; and it is further

**ORDERED**, that Plaintiff is cautioned that any further misrepresentation, abuse of process, or submission of false information in this or any related action may result in additional sanctions, including referral to appropriate authorities and potential dismissal of pending claims.

**SO ORDERED.**

**Entered this \_\_\_\_ day of \_\_\_\_\_, 2025**

**New Haven, Connecticut**

**SARALA V. NAGALA**

**United States District Judge**

## **AFFIDAVIT OF FRANK PARLATO JR.**

*In Support of Defendant's Motion for Sanctions*

I, **Frank Parlato Jr.**, declare under penalty of perjury that the following is true and correct:

### **1. Background**

1. I am the Defendant in this action. Except where stated upon information and belief, the facts herein are based on my personal knowledge and are true and correct.
2. I submit this affidavit in support of my Motion for Sanctions.

### **2. Misrepresentation of Service**

3. On September 2, 2025, Plaintiff emailed stating I could accept service by email and would then have sixty days to respond. I asked him to send the Rule 4(d) waiver packet. He replied that he had sent it thirty days earlier. I requested tracking or proof of mailing; he did not respond.
4. Instead, on September 12, 2025, Plaintiff hired the Monroe County Sheriff's Office to attempt personal service. I was out of town. Deputy Ramsey spoke to a woman visiting the home, who informed him I would be away for several weeks. She was not a resident.
5. Deputy Ramsey did not leave papers, and the return of service states "service not completed." (Exhibit A.)
6. On September 18, 2025, I informed Plaintiff I would sign a Rule 4(d) waiver or accept service upon my return. Plaintiff then emailed the complaint and waiver, which I executed.
7. Despite this, Plaintiff filed a motion representing that I had been "personally served" and that the deputy had left the papers with an "adult resident."
8. Plaintiff is a former attorney and knows "resident" is a term of art in Florida substituted service. The individual present was not a resident.
9. On October 8, 2025, Judge Sarala V. Nagala denied Plaintiff's motion and confirmed that I had **not** been personally served. (ECF No. 23; Exhibit D.)

### **3. False Financial Representations in *Ambrose v. Lee*, 3:25-cv-00398-SVN**

10. In *Ambrose v. Lee*, Plaintiff submitted an in forma pauperis ("IFP") affidavit (ECF No. 2). Judge Nagala denied his motion to seal the affidavit (ECF No. 12; See Docket).

11. Plaintiff swore he paid rent of \$2,450, spent \$750 on groceries, had just learned he was eligible for SNAP, and supported three dependent children, including two aged 18.

**a. Rent Misrepresentation**

12. Plaintiff's signed lease shows rent of \$3,750 per month—\$1,300 more than he swore. (Exhibit D.)
13. The property is a waterfront home at 153 Middle Beach Road, Madison, CT, with an estimated market value of roughly \$2 million, as reflected in the Zillow valuation attached as **Exhibit E**.

**b. SNAP Benefits**

14. Plaintiff stated in his affidavit that he had “just learned” he was eligible for SNAP.
15. Upon information and belief, Plaintiff had been receiving SNAP benefits since at least December 2024, as reflected in the issuance history associated with his EBT card. (Exhibit F.)
16. Plaintiff did not disclose receipt of SNAP benefits in his IFP application.
17. Plaintiff represented to this Court that his household consisted of four persons, including his daughter Mia. Mia had not lived with him for approximately eight months before he submitted his federal financial affidavit.
18. It is therefore reasonable to infer that his SNAP benefits may have been premised on the same falsely inflated household size.

**c. Misrepresentation of Dependents**

19. Plaintiff swore that his daughter Mia, age 18, lived with him and was a full-time high-school student. Her sworn affidavit (Exhibit H) confirms she left his home in July 2024, lives independently, and receives no support.
20. Plaintiff swore that his son Matthew, age 18, was a full-time student. School records show he withdrew on March 12, 2025—four days before Plaintiff swore otherwise.

**d. Additional Financial Omissions**

21. Plaintiff valued his 2015 Audi Q5 at \$4,539, far below ordinary market values.
22. Plaintiff did not disclose retirement withdrawals as income.

23. Plaintiff did not disclose income received through Eyes Above Productions, a business registered at a Beverly Hills address in his name.

**4. Pattern of Misrepresentation**

24. Plaintiff's false claim of personal service in this action and his false financial affidavit in *Ambrose v. Lee* demonstrate a consistent pattern of misrepresentation for strategic advantage.

25. These acts constitute bad faith under *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991), and warrant sanctions.

**5. Reservation of Rights**

26. I appear specially in this matter and expressly do **not** consent to personal jurisdiction, venue, or service.

**6. Declaration**

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 16th day of December 2025.

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**/s/Frank Parlato Jr.**

Defendant, appearing specially

## **EXHIBIT LIST**

### **Defendant's Motion for Sanctions**

*Ambrose v. Parlato*, No. 3:25-cv-01151-SVN

United States District Court, District of Connecticut

### **Exhibit A – Monroe County Sheriff's Return of Service (Deputy Ramsey)**

*Official return stating "service not completed," noting only a conversation with a non-resident woman who stated Defendant was away.*

### **Exhibit C – April 23, 2025 Order Denying Motion to Seal IFP Application (Ambrose v. Lee, No. 3:25-cv-00398-SVN)**

*Judge Nagala's ruling that IFP affidavits are subject to public access and must withstand scrutiny.*

### **Exhibit D – Executed Lease for 153 Middle Beach Road, Madison, CT**

*Lease showing Plaintiff's actual rent of \$3,750 per month, contradicting the \$2,450 sworn in his financial affidavit.*

### **Exhibit E – Zillow/Redfin Market Valuation for 153 Middle Beach Road**

*Evidence that Plaintiff's residence is a multimillion-dollar waterfront property, inconsistent with inability to pay a \$405 filing fee.*

### **Exhibit F – SNAP/EBT Issuance Record Showing December 2024 Start Date**

*Proof that Plaintiff was receiving SNAP benefits months before claiming he had "just learned" of eligibility in his sworn affidavit.*

### **Exhibit G – School Withdrawal Record for Matthew Ambrose**

*Documentation showing Matthew withdrew from high school on March 12, 2025—four days before Plaintiff swore he was a full-time student.*

### **Exhibit H – Affidavit of Mia Ambrose**

*Sworn testimony establishing she has not lived with Plaintiff since July 2024, receives no support from him, and was falsely listed as a dependent.*

**EXHIBIT A**  
**MONROE SHERIFF'S RETURN OF SERVICE**  
**("SERVICE NOT COMPLETED")**

SHERIFF'S OFFICE		<u>MONROE</u>		County, Florida	
<u>KW</u>		<u>9/11/11</u>		20 <u>25</u>	
		Florida,		0082589	
Received from		<u>CHRISTOPHER AMBROSE</u>			
the sum of		<u>FORTY DOLLARS</u>		as follows:	
Fine	\$	Defendant			
Deposit	\$	Account of			
Costs	\$	<u>40.00</u>	Case of	<u>FRANK</u>	No.
Suspense	\$		Case of	<u>PALWATU</u>	No.
Cash Bond	\$		Bond Nos.		
Other	\$		For	<u>SUNHOURS #325CVD11519VN</u>	
Total	\$	<u>40.00</u>			
Cash		Check	<u>410#249889</u>		
Entered					
<u>R. RAMSAY</u>		Sheriff	By	<u>[Signature]</u>	DS

**EXHIBIT B**  
**AMBROSE v LEE IFP APPLICATION (ECF NO.2)**

Case 3:25-cv-00398-SVN Document 2 Filed 03/17/25 Page 1 of 2

AO 242 (Rev. 8/2018) Application to Proceed in District Court Without Prepaying Fees or Costs (Short Form)

**UNITED STATES DISTRICT COURT**

for the  
District of Connecticut



Christopher A. Ambrose

*Plaintiff/Petitioner*

v.

Bandy X. Lee

*Defendant/Respondent*

Civil Action No.

FILED 17 2025 PM 12:29  
FILED USDC CT - NEW HAVEN

**APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS**  
**(Short Form)**

I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested.

In support of this application, I answer the following questions under penalty of perjury:

1. *If incarcerated*, I am being held at:

If employed there, or have an account in the institution, I have attached to this document a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months for any institutional account in my name. I am also submitting a similar statement from any other institution where I was incarcerated during the last six months.

2. *If not incarcerated*, If I am employed, my employer's name and address are:

I am not employed, as explained immediately below in #3.

My gross pay or wages are: \$ 0.00 , and my take-home pay or wages are: \$ 0.00 per  
(specify pay period)

3. *Other Income*: In the past 12 months, I have received income from the following sources (check all that apply):

- |  |                              |  |
|--|------------------------------|--|
| (a) Business, profession, or other self-employment | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (b) Rent payments, interest, or dividends          | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (c) Pension, annuity, or life insurance payments   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (d) Disability, or worker's compensation payments  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (e) Gifts, or inheritances                         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (f) Any other sources                              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

*If you answered "Yes" in any question above, describe below or on separate pages each source of income and state the amount that you received and what you expect to receive in the future.*

I have been unemployed for three years and unable to find work, mainly because my ex-wife has waged a vicious, very public online smear campaign against me. She and her associates, including the defendant, have published over 500 articles online accusing me of sexually molesting our three kids, abusing her, producing kiddie porn, stealing marital assets, and other heinous conduct. DCF, the police, the guardian ad litem, children's therapists, and Yale New Haven Hospital have investigated all allegations and determined them to be baseless. The courts awarded me sole legal and physical custody of our three kids in April 2020; my ex can't have supervised visitation unless she submits to a psych eval and court-mandated therapy, which she's refused. However, if an employer Googles my name, all the abuse allegations appear. I support the kids and myself by invoking my modest 401K, already depleted by enormous divorce expenses. My kids and I are on Medicaid (Husky Health). I just learned I am eligible for SNAP. I don't collect social security. My ex has paid no child support; the Support Enforcement Bureau is trying to collect.



**EXHIBIT C**  
**JUDGE NAGALA's ORDER (ECF No.12)**  
**AMBROSE v LEE DENYING MOTION TO SEAL**

EXHIBIT C: Judge Nagala's Order (ECF No 12) Ambrose v Lee Denying Motion to Seal

ORDER denying 11 Motion to Seal. Plaintiff has filed a motion to seal his motion for leave to proceed *in forma pauperis* ("IFP motion"), as he believes that public disclosure of his personal and financial information may violate his privacy and cause him serious harm. For the reasons described below, Plaintiff's motion is denied.

The public is presumed to have a right of access to all "judicial documents" that are "relevant to the performance of the judicial function and useful in the judicial process." *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119 (2d Cir. 2006). Documents submitted to the Court to influence its decision on a motion or application are judicial documents to which the presumption of public access attaches. *See id.* at 119-20. This presumption may be overcome by a showing of sufficient "countervailing factors," such as "the privacy interests of those resisting disclosure." *Id.* at 120. The party who requests sealing bears the burden of demonstrating the grounds to seal. *DiRusso v. Dean Witter Reynolds Inc.*, 121 F.3d 818, 826 (2d Cir. 1997); *see also Sardarian v. Fed. Emergency Mgmt. Agency*, No. 3:19-cv-910 (CSH), 2019 WL 8331444, at \*2 (D. Conn. Sept. 16, 2019). In this District, that burden must be met by "clear and compelling reasons" to seal. *See D. Conn. L. Civ. R. 5(e)(1)(a).*

The weight of the presumption of access is dependent upon the "role of the material...in the exercise of Article III judicial power and the resultant value of such information to those monitoring the federal courts," *United States v. Amodeo*, 71 F.3d 1044, 1049 (2d Cir. 1995). There is a "relatively strong" presumption of public access to IFP applications, because the contents of an IFP motion are the very grounds on which a court relies when granting or denying IFP status. *See Komatsu v. City of New York*, 1:20-cv-6510 (LLS), 2020 WL 8641272, at \*1 (S.D.N.Y. Sept. 2, 2020). Thus, public access to the information in an IFP application plays an important role to those monitoring how and when courts grant IFP status.

Here, the Court finds that Plaintiff's motion to seal is not supported by "clear and compelling reasons" to overcome the presumption of public access to the IFP application, which is a judicial document. Plaintiff argues that his financial information is "private" information that Defendant and her collaborators will likely publish online, "exacerbating the humiliation and harm [Plaintiff] seeks to address with this lawsuit." ECF No. 11 at 2. But "[t]he mere fact that some level of

**EXHIBIT D**  
**RESIDENTIAL LEASE FOR**  
**153 MIDDLE BEACH RD.**  
**SHOWING LEASE FOR \$3750 RENT**

**RESIDENTIAL LEASE**

**1. Date of Lease; Parties**  
This Lease is made on 07/23/2024, between Mauer Johnson Family Trust, Landlord, and Christopher A. Ambrose and \_\_\_\_\_, Tenant(s). The parties shall be referred to as "Landlord" and "Tenant" in the remaining provisions of this Lease.

**2. House or Apartment Leased**  
Landlord hereby leases to Tenant the house and grounds or apartment located at 153 Middle Beach Road, Madison, Connecticut 06443 referred to in this Lease as "the Premises."

**3. Term of Lease**  
The term of this Lease is one year. It begins on 09/01/2024 and ends on 06/30/2025 at 11:59 p.m.

**4. Rent; Time and Manner of Payment of Rent**  
The total rent for the term of this Lease is \$37,500.00. The rent must be paid in equal monthly installments of \$3,750.00 to the Landlord at First Republic Bank - checking account Routing #: 321081609 Account #: 80003111382 first day of each month of the term of the Lease. Tenant has paid the sum of \$ 3,750.00, receipt of which is acknowledged, as a deposit in order to hold the Premises for rental. Tenant shall pay the additional sum of \$ 0- as an additional deposit upon the execution of this Lease. The deposit sums shall be non-refundable except that the deposit shall be applied to the first monthly installment of rent. There is also a \$50.00 late fee for any rental installment that is more than 10 days late.

**5. Use of Premises**  
The Premises must be used and occupied only and solely as a private dwelling for Tenant and Tenant's immediate family, to live in. It may not be used for any other purpose. Any full-time occupancy by any other party is prohibited unless Landlord consents in writing, which consent shall not be unreasonably withheld.

Tenant will not store any unregistered automobiles, motorized contrivances, building materials, hazardous materials, or other personal property on or upon the outside grounds of the Premises.

Tenant may keep no ~~any number or kind of~~ pet(s) on the Premises and outside grounds.

Tenant shall keep the pets healthy and well groomed. Tenant shall also keep the Premises and outside grounds free from animal waste, litter and other noxious or unhealthy animal byproducts.

**6. Condition of Premises**  
It is understood that Tenant will take possession of the Premises in its present condition.

This Lease includes all appliances currently located in the Premises and Landlord represents that such appliances are in good working order. Tenant acknowledges that any appliances present on the Premises at the beginning term of the Lease remain the property of the Landlord and will not be removed by the Tenant without the Landlord's express, written permission. Tenant is not responsible for repair of appliances due to normal wear and tear or age. Tenant is responsible for damages to appliances caused by negligent or wrongful acts by the Tenant or Tenants' guests(s).

☒ ~~Appliance(s) checked~~ Tenant shall keep the outside driveways and walkways free from snow and ice and accumulations of litter and debris and shall ~~mow the lawn when necessary~~ to maintain a neat appearance to the outside grounds.

Tenant acknowledges that there are smoke detectors present at the Premises. Tenant will not do any act which serves to disable or damage the smoke detectors. In the event that a smoke detector malfunctions or stops functioning, Tenant will promptly notify Landlord.

Page 1 of 4

20000-2012 Connecticut Association of Realtors® Inc.

## EXHIBIT E


### PUBLIC LISTING OF 153 MIDDLE BEACH RD.

[https://www.realtor.com/realstateandhomes-detail/153-Middle-Beach-Rd\\_Madison\\_CT\\_06443\\_M30345-27192](https://www.realtor.com/realstateandhomes-detail/153-Middle-Beach-Rd_Madison_CT_06443_M30345-27192)

**realTOR** Buy Sell Rent Mortgage Find an Agent My Home News & Insights Manage rentals Advertise Log in Sign up

Back Madison, CT X **Homes for sale** > Connecticut > South-Central/Ctney > Madison > 153 Middle Beach Rd

Listed by John A Campbell Jr  
Reviewed by Page Ruff - Georgia



**\$2,400,000**

4 bed 3 bath 3,089 sqft 0.7 acre lot

153 Middle Beach Rd, Madison, CT 06443

Est. \$5,335/mo [Get pre-approved](#)

[Community golf](#) [Beach](#) [Water view](#) [Fireplace](#) [Family room](#) [Breakfast opportunity](#)

**Single family**  
Property type

**40 days**  
On Realtor.com

**\$776**  
Price per sqft

**3 Cars**  
Garage

**1908**  
Year built

[Contact agent](#) [Compare my home](#)

**664 views** | **8 spots**  
Realtor.com checked 4 few minutes ago | Listing last updated Oct 10, 2025 at 8:58 AM (PDT)  
Source: SMLSMLS, MLS #24128739

[View on Zillow](#) [Check Your VA Loan Eligibility in CT](#)

**Schedule tour**  
What is your preferred tour date?

**Nov 11** **Nov 12**

Email\*

Phone\*

Are you buying or selling?

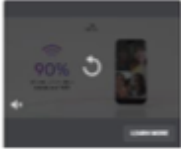

☐ I've served in the U.S. military

[Request tour](#)

**More about this property**

[Email agent](#)


No proceeding, you consent to receive calls and texts at the number you provided, including for scheduler and promotional and affiliate uses, and email from realtor.com and other third parties about your property and other homes listed on Zillow.



**EXHIBIT F**  
**STATE OF CT DSS SNAP CARD**  
**BENEFITS BEGAN 12/18/24**



# **EXHIBIT G** **SCHOOL RECORD OF MATTHEW AMBROSE** **(WITHDRAWAL 2/12/25)**



**MADISON PUBLIC SCHOOLS**  
 PO Drawer 71, 10 Campus Drive  
 Madison, CT 06443

**WITHDRAWAL FORM**

Today's Date: 3/12/25 Date of Withdrawal: 3/12/25

Student's Name: Matthew Ambrose

Madison Address: 153 Middle Road, Madison, CT 06443

Parent's Name: Christopher Ambrose Phone Number: 203.505.1889

**SCHOOL WITHDRAWING FROM:**

<input type="radio"/> Town Campus Learning Center	<input type="radio"/> Brown Intermediate
<input type="radio"/> Jeffrey Elementary	<input type="radio"/> Polson Middle
<input type="radio"/> Ryerson Elementary	<input checked="" type="radio"/> Daniel Hand High School

**REASON FOR WITHDRAWAL:**

☐ Moving Out of State/Town  
 New Home Address: \_\_\_\_\_

☐ Enrolling in Public School ☐ Enrolling in Private School Religious ☐ Yes ☐ No

School Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

☐ Home Schooling

☒ Other None

Upon receipt of a "Request for Records" from your student's new school, signed by a parent/guardian, or confirmation of enrollment, the following records will be forwarded:

- Cumulative Record (demographic information, report cards, test scores, suspension reports)
- Health records
- Confidential records for Special Education (PPT reports, IEPs, Psychological and Educational Evaluations, and all other assessments)

Disclaimer: Original documents are forwarded to schools within the State of Connecticut. Copies of original documents are forwarded to schools outside of Connecticut and no originals are retained at Central Office.

Parent/Guardian Signature: Matthew Ambrose Date: 3/12/25

School Administrator Signature: [Signature] Date: 3/12/25

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**Central Office Use Only:**  
 MPS STUDENT ID# \_\_\_\_\_  
 SASED # \_\_\_\_\_  
 COUNSELOR (IF APPLICABLE) \_\_\_\_\_

**SPECIAL EDUCATION Y/N**  
 WITHDRAWAL BY & DATE \_\_\_\_\_

**EXHIBIT H**  
**AFFIDAVIT OF MIA AMBROSE**

AFFIDAVIT OF MIA AMBROSE  
(Non-Residency and No Support)

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

I, Mia Ambrose, being duly sworn, and pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the following statements are true and correct to the best of my personal knowledge:

1. Identity and Purpose. My name is Mia Ambrose. I am eighteen (18) years old and the adopted daughter of Christopher Ambrose. I submit this affidavit to correct false representations made to this Court concerning my residence, dependency, education and financial support.

2. Non-Residency. I have not resided with Christopher Ambrose since August 2024. I permanently left his home due to ongoing emotional and psychological abuse and a documented and substantiated history of sexual abuse. In 2021, forensic interviews determined that my siblings and I were victims and unsafe in his care, and legal and physical custody were removed. Since August 2024, I have lived independently in another state at a confidential address known to law enforcement authorities for my protection.

3. No Financial or Material Support. Since my departure in August 2024, Christopher Ambrose has provided me with no support of any kind—financial, material, educational, or otherwise. He has not paid for rent, utilities, food, transportation, medical care, tuition, clothing, or any living expenses. After turning eighteen (18), and after my written requests through police email channels for my personal belongings were ignored, I traveled to Connecticut during winter and required police assistance to retrieve basic items, including shoes and clothing. Mr. Ambrose refused to return my belongings, confiscated my only property, and provided no assistance. These events were recorded on video, witnessed by law enforcement, and documented.

4. False Dependency Claims and Benefits Fraud. Despite these facts, Mr. Ambrose continues to represent to this Court and to government agencies that I remain a dependent residing in his household. These representations are knowingly false and have enabled him to obtain public benefits, including SNAP benefits, to which he is not legally entitled. He also received additional seasonal benefits by falsely listing me as a full-time student living in his home.

5. Withholding of Identification Documents. Mr. Ambrose retains possession of my personal identification documents, including my birth and adoption records, Social Security card, and Guatemalan passport. He has used this withholding to maintain control and prevent my independence. In February 2025, after I turned eighteen (18), I attempted to retrieve these documents with police assistance. Mr. Ambrose refused for several hours, despite multiple accommodations offered by law enforcement. This incident was documented by the Madison Police Department, witnessed by others, and recorded on video.

6. Interference With Education and Employment. As a direct result of his refusal to release my identification documents and his continued false dependency claims, I have been unable to obtain lawful identification, employment, or school enrollment without extraordinary effort. These actions actively sabotaged my education and independence and constitute the opposite of any form of parental support.

7. False Claims Regarding Education and Coercive Control. Mr. Ambrose has represented to this Court that my brother and I are full-time students. This is false. His conduct prevented me from completing high school. After he caused a Silver Alert to be issued, I was unable to seek employment or attend school because I feared he would locate me, make false reports to authorities, and force me back into his home. In his residence, he exercised coercive control through alarmed doors and windows, deadbolts, steel bars, concealed audio recording devices, and threats of separation, involuntary psychiatric hospitalization, and DCF confinement. These conditions and threats were recorded and documented.

My brother, who is three weeks younger than I am, also dropped out of school prior to Mr. Ambrose submitting affidavits to this Court claiming we were full-time students. All three of us performed well academically while living with our mother, and our educational records show a marked decline during Mr. Ambrose's sole care. Matthew accumulated over fifty (50) unexcused absences during the 2022–2023 school year and was required to repeat his sophomore year due to educational neglect. Mr. Ambrose “made a deal with the school to NOT report his unexcused absences to DCF.” A statement for which I possess an audio recording. These unexcused absences resulted in my brother having to repeat his sophomore year. Mr. Ambrose's statements to this Court regarding our education are knowingly false.

8. Misrepresentation of Income and Expenses. Mr. Ambrose has misrepresented his income and expenses in fee-waiver filings submitted to this Court. He resides in a furnished waterfront home valued at approximately \$2.4 million, paying approximately \$3,750 per month in rent. He omits storage expenses for household furniture and fails to

disclose ongoing SNAP benefits while claiming financial hardship.

9. Pattern of Deception and Abuse of Process. Mr. Ambrose has engaged in a pattern of deception with police, schools, and the Department of Children and Families. He has knowingly made false reports and obtained restraining orders based on provable falsehoods to conceal abuse, punish those who protected my siblings and me, and attempt to force us back into his control. Prior to my departure in August 2024, I sent him text messages asking to complete my final year of high school in Middletown, where I had resided all summer. He ignored these messages, concealed them from police and family courts, falsely reported that I had mysteriously disappeared, and pressed for a Silver Alert. Recordings and documentary evidence corroborate these facts.

10. False Claims Regarding Phone Expenses. Mr. Ambrose has claimed that he pays for four phone lines for his children. This is false. He terminated phone service to each of us when we fled his home independently in April, May, and July 2023, isolating us from friends, support systems, and legal counsel to obtain a restraining order and forcing us out of safe haven he blamed our mother for cutting off the phone service as he admitted in court a year later that he was the one to cut off the phone lines when we ran. Court records reflect that he later admitted to cutting off these services. My phone service and Matthew's phone service are paid for by our cousin, Susan Laurenzi. My younger brother's phone service is paid for by his birth mother, Tara Southern. Mr. Ambrose does not pay for any of our phone services.

11. Undisclosed Business Income. Mr. Ambrose operates a business known as Eyes Above Productions, Inc., from which he receives income that he has omitted from disclosures to this Court. The business is registered within the barber and beauty industry, though he alternatively represents it as a Hollywood production company. He has publicly claimed online to be a barber and has solicited clients while presenting himself as such. The company was formed in 2006 and maintains an active address. Mr. Ambrose continues to receive checks payable to:

Eyes Above Productions, Inc.  
FSO Chris Ambrose  
151 El Camino Drive  
Beverly Hills, California 90212

Despite this ongoing business activity and income, he has represented to this Court that he has no business interests and no income, which is false.

12. Materiality. These misrepresentations directly undermine the credibility of Mr. Ambrose's pleadings before this Court, including his financial affidavit and fee-waiver



application.

13. Affirmation. I affirm that I do not reside with Christopher Ambrose and receive no financial or other support from him. Any statement to the contrary is false. I submit this affidavit voluntarily and based on my personal knowledge to correct the record before this Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 16th day of December 2025. (I am a part of the Address Confidentiality Program, in part to prevent the Plaintiff in this matter, Christopher Ambrose, from knowing my location. I would be willing to share my address directly with the Court if necessary.)

/s/Mia Ambrose

### **CERTIFICATE OF SERVICE**

I hereby certify that on 16 December 2025, I mailed a true and correct copy of the foregoing *Motion for Sanctions and Incorporated Memorandum of Law* and supporting affidavit with exhibits to:

**Christopher A. Ambrose**

153 Middle Beach Road

Madison, CT 06443

/s/ **Frank Parlato Jr.**\_

**Frank Parlato Jr.**

Defendant, Pro Se

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Big Pine Key, FL 33043

305 783 7083

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