

# EXHIBIT 31

1 NO: (X08)FST-CV18-6038249-S : SUPERIOR COURT

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5 REDEVELOPMENT AGENCY OF : JUDICIAL DISTRICT  
6 THE CITY OF NORWALK; and :  
CITY OF NORWALK : OF STAMFORD/NORWALK

7 V. : AT STAMFORD

8 ILSR OWNERS LLC; WALL ST :  
9 OPPORTUNITY FUND, LLC; :  
10 KOMI VENTURES, LLC; :  
MILLIGAN REAL ESTATE LLC; :  
11 JASON MILLIGAN; and :  
CC RIVINGTON LLC :

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13 VOLUME II - PAGES 70-218

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15 WEB-BASED DEPOSITION OF: MEGHAN GALLAGHER  
16 DATE: FEBRUARY 22, 2021  
HELD AT: VIA WEB-BASED INTERNET  
17 CONNECTION

18

19

20 Reporter: JOHN C. BRANDON, RPR, LSR #0002  
21 BRANDON LEGAL TECH LLC  
37 Pinnacle Mountain Road  
22 Simsbury, Connecticut 06070  
(860) 528-2244  
john@brandonlt.com

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1 (Brief recess.)

2

3 Q (By Mr. Williams) All right. So,  
4 Attorney Gallagher, as far as you know was the  
5 email you received from Mr. Milligan on May 4th  
6 2018, the first time you had heard from Jason  
7 Milligan about buying the Phase 2 Poko  
8 properties?

9 A I honestly can't remember if that was the  
10 first time.

11 Q He says in his email of 12:55 p.m., "Rich,  
12 Meghan, Candace, please see attached offers that  
13 should detail what has been agreed to."

14 Was the offer for the five properties  
15 already agreed to before it was submitted with  
16 these emails?

17 A I believe he and Rich had discussions.

18 Q I'm just looking for one other piece here.

19 A There's more at the bottom if you scroll  
20 all the way down.

21 Q Yeah, that's what I am looking for. Thank  
22 you. Right.

23 On the next page, 5870, Mr. Milligan  
24 states "Let's discuss the new addition of  
25 additional consideration of an autographed

1 picture of Jason Milligan." Did you understand  
2 what he meant by that?

3 A I'm guessing. But I suppose that he put  
4 that in there because that would make it very  
5 difficult for Citibank to match the offer.

6 Q How so?

7 A I don't think that Jason would autograph a  
8 picture for Citibank.

9 Q I'm sorry, I'm still not following you.  
10 Why would an autographed picture make it  
11 difficult for -- you mean to actually make that  
12 part of the offer so that Citibank could not  
13 match it by providing --

14 A Yes, so Citibank couldn't come back and  
15 say, oh, we will buy it and we are presenting  
16 our -- I can't remember the purchase price, plus  
17 we also have a picture of Jason Milligan  
18 autographed.

19 Q I see. So it wasn't a joke as far as you  
20 know?

21 A I don't know. You'd have to ask  
22 Mr. Milligan.

23 Q Well, it would have been good if I had  
24 these emails before we took his deposition. But  
25 we can come back to that.

1 Q Did ILSR Owners always expect that the  
2 purchase price of \$5.1 million would be paid by  
3 Wall Street Opportunity Fund to CC Rivington?

4 A I'm not sure if the understanding was that  
5 it would be paid directly to them. But it was  
6 always the intention that that money would be  
7 used to pay CC Rivington.

8 Q And why was the purchase price for the  
9 properties being paid by the buyer to  
10 CC Rivington and not to the seller, ILSR Owners?

11 A Why specifically is this provision in here  
12 are you asking?

13 Q I'm asking why is the money being paid to  
14 somebody other than the property owner, to  
15 CC Rivington and not to ILSR Owners?

16 A Because CC Rivington was the predecessor,  
17 or successor in interest actually, to MC Credit,  
18 I think, through a variety of entities.

19 And MC Credit had a mortgage on the  
20 property, or at least some of the properties. I  
21 can't remember if it was on all of them or not,  
22 but --

23 Q Okay. I want to turn your attention to  
24 Section 5 of the Purchase and Sale Agreement.  
25 It's labeled "Due Diligence/Approvals."

1 A Yes.

2 Q Do you recall if you wrote this section?

3 A I did.

4 Q Was that sort of a bespoke or, you know,  
5 drafted from scratch kind of thing?

6 A Yes.

7 Q Could you please walk us through, starting  
8 with Subsection (a), just each sentence and  
9 explain why it's in there and what it was  
10 intended to accomplish?

11 A Sure. So the first sentence is "The  
12 purchaser hereby acknowledges and agrees that  
13 purchaser has conducted all necessary due  
14 diligence."

15 And I put that in there because that was  
16 represented to me by the parties that our  
17 purchaser knew everything there was to know about  
18 the property, and didn't need to do any of the  
19 typical due diligence that you normally find in a  
20 commercial purchase.

21 Q Can I just -- sorry. Can I just ask you  
22 right there before you move on?

23 When you said it was represented to you by  
24 "the parties," who specifically did you mean?

25 A I can't recall specifically if it was Rich

1 or Jason or both of them.

2 But I came to understand that the  
3 purchaser was not going to require a due  
4 diligence period, which you would typically have  
5 in a purchase like this.

6 Q All right. Keep going.

7 A "Specifically, the purchaser acknowledges  
8 and understands that the property is governed by  
9 the terms of a certain Land Disposition Agreement  
10 with the City of Norwalk, as amended, and a  
11 certain Loan Recognition Agreement, as amended."

12 It was also represented to me. Again I  
13 can't recall if it was specifically Mr. Milligan  
14 or Mr. Olson or both of them combined.

15 But it was represented to me that the  
16 purchaser had knowledge of the Land Disposition  
17 Agreement and all of its amendments, along with  
18 the Loan Recognition Agreement and its  
19 amendments, and had read those documents.

20 Q If you were told something like that by  
21 your client, would you require that the purchaser  
22 himself actually confirm that to you?

23 A Well, I am having the purchaser confirm  
24 that by signing onto a contract that specifically  
25 says it.

1 I don't think that I responded directly to  
2 this because I felt like my response was going to  
3 be very negative, I should say.

4 Q How do you mean exactly, even though I  
5 think I can tell by your face?

6 A Well, the words "legal opinion" jumped out  
7 at me immediately. And, you know, the idea that  
8 we would basically re-paper a commercial closing  
9 for a deal that was, you know, almost completely  
10 settled, had been to litigation, is truly absurd.  
11 There is no way I could agree to that right off  
12 the bat.

13 And, you know, my position had been we  
14 closed, we did what we were supposed to do under  
15 the Purchase and Sale Agreement, and we are done.  
16 That was my position.

17 I'm sure I used some more colorful  
18 language when discussing it with Tom. But that  
19 was sort of my bottom line and what I, you know,  
20 what I would have said to Attorney DeChello.

21 Q I think your response is very clear on  
22 that matter.

23 What was your understanding of the nature  
24 of the proposed amendment to the Participation  
25 Agreement? Do you recall?

1 your response?

2 A Sure. "I'm not seeing why that has to be  
3 part of our contract. We don't know the  
4 specifics of whatever deal you had with Rivington  
5 at closing and were not privy to the final  
6 documents between you at closing.

7 Why wouldn't that have been included in  
8 there? And nonrecourse as to whom?

9 Plus, I have an issue amending a contract  
10 that is already complete. Is the issue  
11 consideration between you and Rivington? Because  
12 there certainly was not a lack of consideration  
13 in our contract.

14 I may just be missing some pieces here. I  
15 definitely have not had enough coffee yet."

16 I was trying to be in a nice way say I  
17 have no idea what you are talking about.

18 Q Part of your response you just read  
19 was "there was certainly not a lack of  
20 consideration in our contract."

21 A Right.

22 Q What was the consideration that you were  
23 referring to?

24 A That we deeded land in exchange for  
25 \$5.1 million.

1 A I don't specifically, but I'm sure I did.

2 Q Do you remember having any reaction to  
3 Mr. Milligan's statement that he had just learned  
4 about the June 1st notice of default?

5 A I was kind of skeptical that that was the  
6 first he knew of it. But I don't -- you know, I  
7 have nothing to prove that's the case.

8 Q Why did you feel skeptical?

9 A I don't know. Just there seemed to be  
10 this undercurrent of, you know, hearing things  
11 about the city, oh, the city is going to file a  
12 litigation, oh, the city is going to do this, oh,  
13 I heard from sources that, you know, blah, blah,  
14 blah is going to happen but yet, you know,  
15 no understanding of a notice of default having  
16 been sent. It seemed -- it just seemed unusual  
17 to me.

18 Q Mr. Olson -- Rich Olson replied on  
19 June 13th, so the same day a few hours later,  
20 12:21 p.m., "Jason, Meghan sent Candace the doc  
21 you speak of."

22 Do you recall having sent the June 1st  
23 default notice from the city to Candace Fay?

24 A Yeah, I don't recall if I did or didn't.

25 Q And Mr. Olson continues "You have always

## 1 C E R T I F I C A T E

2 I, JOHN C. BRANDON, a Notary Public duly  
3 commissioned and qualified in and for the State  
4 of Connecticut, do hereby certify that pursuant  
5 to notice there came before me on the 22nd day of  
6 February, 2021, the following-named person to  
7 wit: MEGHAN GALLAGHER, who was by me duly sworn  
8 to testify to the truth and nothing but the  
9 truth; that she was thereupon carefully examined  
10 upon her oath and her examination reduced to  
11 writing by me; that this deposition is a true  
12 record of the testimony given by the witness.

13 I further certify that I am neither  
14 attorney nor counsel for nor related to nor  
15 employed by any of the parties to the action in  
16 which this deposition is taken, and further that  
17 I am not a relative or employee of any attorney  
18 or counsel employed by the parties hereto, or  
19 financially interested in this action.

20 IN WITNESS THEREOF, I have hereunto set my  
21 hand this 3rd day of March, 2021.

22  
23 

24 \_\_\_\_\_  
25 John C. Brandon, RPR and Notary Public  
My commission expires: January 31, 2024