DOCKET NO. (X08)-FST-CV18-6038249-S	:	SUPERIOR COURT
	:	
REDEVELOPMENT AGENCY OF	:	J.D. OF STAMFORD/NORWALK
THE CITY OF NORWALK; and	:	
CITY OF NORWALK	:	AT STAMFORD
	:	
V.	:	
	:	
ILSR OWNERS, LLC;	:	
WALL ST OPPORTUNITY FUND, LLC;	:	
KOMI VENTURES, LLC;	:	
JASON MILLIGAN; and	:	
CC RIVINGTON, LLC	:	APRIL 1, 2021

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT

REDEVELOPMENT AGENCY OF
THE CITY OF NORWALK

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Pursuant to Practice Book § 17-44, the plaintiffs, the Redevelopment Agency of the City of Norwalk ("Agency") and the City of Norwalk ("City") (collectively, "Plaintiffs"), move for summary judgment as to liability on all counts against the defendants, Wall St Opportunity Fund, LLC ("WSOF"), Komi Ventures, LLC ("Komi") and Jason Milligan (collectively, "Milligan Defendants"), ILSR Owners, LLC ("ILSR"), and CC Rivington, LLC ("CCR").

I. INTRODUCTION

In 2004, Plaintiffs approved a redevelopment plan to rehabilitate 67 acres of land in the historic heart of downtown Norwalk. After competitive bidding, Plaintiffs selected Poko-IWSR Developers, LLC ("Poko") to serve as approved redeveloper. In 2007, after extensive negotiations, Plaintiffs and Poko executed a land disposition and development agreement ("LDA") that memorialized the parties' obligations. The LDA provides that the City will transfer properties to Poko, but prohibits subsequent transfer without the Agency's prior consent.

Nevertheless, in 2018, ILSR (Poko's successor), worked with the Milligan Defendants to transfer certain LDA property to WSOF without the prior written consent of the Agency. In advance of the unauthorized transfer, the City warned ILSR that any such transfer would violate the LDA, and the Milligan Defendants knew as much. Yet they forged ahead anyway, executing the transfer in direct contravention of the LDA. To make matters worse, ILSR and the Milligan Defendants executed a series of collateral transactions in ways designed to advance their own positions and manipulate the land records at Plaintiffs' expense.

Plaintiffs filed suit to undo this illicit transfer and recover damages incurred as a result of Defendants' tortious conduct, and now seek summary judgment as to liability on all six counts. First, ILSR breached its contract with Plaintiffs, namely, the LDA, by transferring its interest in the property to WSOF without the Agency's consent. Second, ILSR breached the covenant of good faith and fair dealing in executing this unauthorized transfer and the collateral agreements

related thereto, despite prior written notice that any such transfer would be unauthorized. Third, the Milligan Defendants have been unjustly enriched by acquiring an interest in the property without following the dictates of the LDA. Fourth, ILSR and the Milligan Defendants, through their conduct, violated the Connecticut Unfair Trade Practices Act ("CUTPA"), thwarting a legally binding redevelopment plan through a series of deceptive contractual machinations designed to advance their own interests. Fifth, both ILSR and the Milligan Defendants tortiously interfered with Plaintiffs' contractual relations under the LDA. Sixth, Plaintiffs are entitled to declaratory judgments that clarify the parties' respective interests in the property.

There are no genuine disputes of material fact as to any of these questions. Though the parties may dispute the legal import of certain events, the underlying facts are not in dispute. Those facts, standing alone, are sufficient to warrant summary judgment as to liability.

II. STATEMENT OF UNDISPUTED FACTS

A. Approval Of Redevelopment Plan.

In 2002, the Agency, in accordance with Chapter 130 of the General Statutes, began preparing a substantial redevelopment plan to rehabilitate downtown Norwalk. *See* Ex. 1 at 66-67. That plan, known as the "Wall Street Redevelopment Plan," divided the redevelopment area into five parcels, including two Tier 1 parcels (2a and 3), and three Tier II parcels (1, 2b, and 4). Ex. 2 at 10. The Norwalk Common Council approved the Plan on July 13, 2004. *Id.* at 1. The 2004 Plan imagines this revitalization as critical to the economic vitality of the city. *See id.* at 3.

B. Approval of Poko.

Plaintiffs then issued a Request for Qualifications ("RFQ"), seeking a redeveloper for one of the Tier I parcels, Parcel 2a ("Project Site"), a map of which is in Exhibit 3. *See* Ex. 3 at 2, 14. As Timothy Sheehan, then-Agency Executive Director, would explain, the vetting process was critical because the redeveloper would carry out the 2004 Plan. *See* Ex. 1 at 83-85, 88-91.

The RFQ required prospective redevelopers to provide a comprehensive description of the proposed development, economic feasibility, schedule for financing and construction, and the redeveloper's background, experience, and qualifications. *See* Ex. 3 at 10-12.

In early 2005, Poko responded to the RFQ. *See* Ex. 4 at 1. The Agency selected Poko for its "short-list," and then asked Poko to respond to a Request for Proposals. *Id.* Poko did, and the Agency selected Poko to become Project Site Redeveloper, subject to entering a mutually agreeable LDA. *See* Ex. 1 at 83-86, 89.

C. The LDA.

On or around November 14, 2007, Plaintiffs and Poko executed the LDA and subsequently recorded it as an encumbrance on the land records. *See* Ex. 5 at 1. Poko would develop the Project Site in three phases consistent with a master plan. *See id.* at 26-32. Plaintiffs agreed to convey two city-owned parking lots to Poko, at a price of $50,000 each, to be paid later, in installments. *See id.* at 73-78; *see also* Ex. 6. The Agency conveyed the lots at a significantly discounted price in recognition that the value of both lots would be realized when Poko replaced the public parking spaces within the redevelopment as required by the LDA. *See* Ex. 7 at 37-38. Nevertheless, neither Poko nor ILSR nor the Milligan Defendants have, to date, paid the $50,000 owed for each of the municipal lots conveyed. *See* Ex. 7 at 38.

Under Section 19.10 of the LDA, Plaintiffs reserved a right of re-entry as to the two municipal parking lots in the event of a redeveloper default. *See* Ex. 5 at 97-99. That said, any LDA-authorized mortgage would survive the right of re-entry. *See id.* In other words, Plaintiffs would take title subject to the lien of any mortgage authorized by the LDA and any rights or interests provided in the LDA for the protection of the mortgagees. *See id.*

Under Section 13.1, Poko agreed that the property acquired would be used for "the purpose of the redevelopment" and "not for speculation in land holdings." *Id.* at 83. Poko recognized, "in view of" both "the importance of the redevelopment of the Project Site to the general welfare of the Norwalk community" and "the substantial efforts being made by the City and Agency for the purpose of making such redevelopment possible," that "the qualifications and identity of the Redeveloper [we]re of particular concern to the City and the Agency." *Id.* at 83-84. Poko acknowledged: Plaintiffs entered the LDA "in reliance on such qualifications and identity" and were "further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed." *Id.*

"[S]everal reasons" justified the emphasis on redeveloper qualifications. *See* Ex. 7 at 12. First, "the city was putting forward land assets that it owned, into the development process," so "it wanted assurances that it understood the identity, character and []capacity of the redeveloper." *Id.* Second, "the public parties were going to ultimately be relying on representations of the redeveloper, with regards to the project itself, and wanted to have some level of confidence and certainty that the redeveloper understood what they were doing, and the city could have faith in that." *Id.* Third, the LDA was "a public contract with public parties," so the "city and the agency wanted to ensure that it was contracting with the responsible party." *Id.*

Under Section 13.2, Poko agreed not to transfer the Project Site, or any portion thereof, prior to the completion of the improvements "**without the prior written consent of the Agency**" (except for certain permitted transfers inapplicable herein). Ex. 5 at 84 (emphasis added). Section 13.2(D) requires that the Agency, before it consents, conclude that the transferee "has sufficient experience, qualifications, reputation and financial responsibility . . . to perform the obligations required" and "shall be of good character and reputation, shall not have been

convicted of a felony, and shall not be disqualified from engaging in contractual relationships with the Agency and/or the City." *Id.* at 86-87. Any transferee must submit any information that the Agency reasonably determines to be necessary to enable the Agency to make these findings. *Id*. at 87. Any transferee must also assume, in writing, all the obligations of redeveloper under the LDA, and must record that assumption on the land records. *Id.* at 86-87. That any transferee has not assumed the obligations of the redeveloper will not relieve that transferee or a successor of the obligations or restrictions of the LDA. *Id.* at 87. Nor will any such transfer or change in ownership limit any of the Agency's rights or remedies under the LDA. *See id.*

General Statutes § 8-137(c) mirrors these requirements, providing that contracts for transfer of public property to a redeveloper "shall provide . . . that all transfers of real property by the redeveloper shall, until the original construction thereon is completed and approved by the redevelopment agency, be subject to the consent of the redevelopment agency."

Article XIX governs default and provides a non-exhaustive list of remedies. *See id.* at 93-101. Section 19.3(A) specifies that the Redeveloper's failure to obtain the Agency's written consent in advance of any unpermitted transfer is a default of the LDA. *Id*. at 93.

D. Assignment from Poko to ILSR.

In October 2008, Plaintiffs and Poko entered into a Loan Recognition Agreement ("LRA") with Citicorp USA Inc. ("Citi") and Park Avenue Funding (collectively, "Initial Project Lenders") as a modification to the LDA. *See* Ex. 8 at 1. The parties did so in order to facilitate acquisition and financing for the redevelopment. *See* Ex. 7 at 41-44.

Still, Poko encountered "a number of fits and starts" with regard to the redevelopment, *id.* at 44-45, such that, in January 2010, the Agency reached out to inquire about "the specifics of the obstacles currently confronting the project and what the plan is for addressing them," Ex. 9. The Agency noted that "the project appear[ed] stalled." *Id.*

As the situation worsened, Plaintiffs and Poko in 2015 entered an Amended Loan Recognition Agreement ("Amended LRA"). *See* Ex. 10 at 1. The Amended LRA bifurcated Poko's rights and obligations under the LDA, assigning those regarding the Phase I properties to non-party IWSR Owners, LLC ("IWSR") and those regarding Phase II to ILSR. *See id.* at 4. As both IWSR and ILSR were entities related to Poko, the Amended LRA qualified as a permitted transfer under Section 13.2 of the LDA. *See id.* at 5. At Poko's request, the Amended LRA also recognized an additional lender, MC Credit, LLC ("MC Credit"), with a $5.8 million loan from MC Credit to Poko, which would be used to repay the Initial Project Lenders for their interests in the Phase II and III properties, essentially limiting their interests to Phase I. *See id*. at 3-4. MC Credit's loan would be secured by, among other things, a mortgage on the Phase II and III properties. *Id.* at 3-4. The Amended LRA further provided that Plaintiffs' right of re-entry under the LDA would be subject to MC Credit's mortgage. *See id.* at 9.

Consistent with the Amended LRA, Poko conveyed two Phase II properties (21 Isaacs Street and 23 Isaacs Street, also known as the "Leonard Street Lot," which had been previously conveyed by Plaintiffs to Poko) and three Phase III properties (31 Isaacs Street and 83 and 97 Wall Street) (collectively, "Properties") to ILSR, *see* Ex. 11, and ILSR provided MC Credit with a $5.8M mortgage, *see* Ex. 12. Kenneth Olson and Richard Olson, who were the members of ILSR, jointly, severally, personally and unconditionally guaranteed payment to MC Credit. *See* Ex. 13. Separately, MC Credit entered a participation agreement with CCR. *See* Ex. 14. If ILSR defaulted, CCR had an obligation to purchase the loan from MC Credit. *See id.* at 10-11.

E. ILSR's Default to MC Credit.

In 2016, shortly after finalizing these transactions, ILSR defaulted on its MC Credit mortgage. *See* Ex. 15 at 26-30. Consistent with the aforementioned participation agreement,

MC Credit assigned its mortgage to CCR. *See* Ex. 16. CCR then sued Kenneth and Richard Olson under the guaranty to recover the $5.8M ILSR debt. *See* Ex. 17. At the time of suit, ILSR actually owed *more* than the initial $5.8M balance. *See* Ex. 15 at 186-87; Ex. 18 at 122-23.

F. Citi's Acquisition of Phase I Properties from IWSR.

At Phase I, the situation was no better for IWSR: IWSR defaulted, and Municipal Holdings, LLC, a Citi affiliate, acquired title through a deed-in-lieu of foreclosure. *See* Ex. 7 at 59-65; Ex. 19. As part of its settlement, ILSR agreed to provide Citi notice of any intended sale of the Phase II/III properties and a right of first refusal. *See* Ex. 7 at 69; Ex. 19.[1]

G. The Unpermitted Property Transfer From ILSR To WSOF.

1. JHM Reaches Out to CCR and ILSR.

In early 2017, JHM (which would eventually become the Phase I approved redeveloper, *see supra* n.1), contacted CCR to inquire about purchasing the Phase II properties. *See* Ex. 22 at 4-5. JHM had been in conversations with Municipal Holdings regarding Phase I. *See* Ex. 15 at 36. JHM periodically provided CCR with updates concerning its due diligence on Phase II. *See id.* at 52-53. JHM vetted the purchase with a variety of public parties, including the City, and funding sources, such as the State of Connecticut. *See id.*

On January 31, 2018, JHM offered to purchase the Phase II properties from ILSR for $4.1 million, subject to obtaining the necessary land use approvals to develop those properties in conjunction with Phase I. *See* Ex. 23. CCR submitted a counter-offer, and the parties continued serious discussions over the course of several months. *See* Ex. 15 at 71, 78-79, 89; *see also* Ex.

[1] Since that time, Plaintiffs, Citi, and Citi's proposed redeveloper, JHM Financial Group, have worked cooperatively to advance the redevelopment of the Phase I properties. *See, e.g.*, Ex. 20. Recently, JHM obtained zoning approval for a site plan. *See* Ex. 21. Milligan has appealed that approval. *See IJ Grp. Oz, LLC v. City of Norwalk Zoning Comm'n*, FST-CV21-6050253-S.

24.[2] Attorney Meghan Gallagher, who represented ILSR, said Richard Olson, by that point, "felt he couldn't – he couldn't actually put together a package to start construction on Phase 2." Ex. 26 at 36. "That just wasn't in the cards for him," Gallagher recalled. *Id.* Yet Olson never approached the Agency to discuss potential solutions. *See* Ex. 7 at 77-78.

2. Milligan Reaches Out to CCR and ILSR.

On April 26, 2018, Milligan contacted Richard Olson to discuss the purchase of the Phase II properties. *See* Ex. 27. Unlike JHM, which actively cooperated with Plaintiffs as part of its due diligence with respect to the Phase II properties, Milligan told Olson, "One of the conditions might be that we don't alert anyone else in the city of our purchase." *Id.* Olson agreed: "YES MUM is the word for now." *Id.* At her deposition, Gallagher agreed that Milligan asked "for it not to be disclosed to the city" and that Olson "agree[d] to keep the purchase a secret" because Olson "wanted the transaction to go forward." Ex. 26 at 40.

The next day, Milligan offered to purchase the Phase II properties from CCR. *See* Ex. 28. "Oddly," remarked one of CCR's representatives in an internal email, "I got a call from a guy today that offered 4.5 closing in 10 days no contingencies." *Id.*

On May 3, 2018, only one week after Milligan's initial correspondence with Olson, the two exchanged text messages about the potential purchase. *See* Ex. 29. Milligan noted that he could "feel" Citi and CCR "panicking," and expressed a desire to "put the money in escrow with [his] offer with a very short term fuse," e.g., "Monday or Tuesday" (just 2-3 business days from the date of the text messages). *Id.* at 4.

The next day, May 4, Milligan sent Olson an offer with contingencies that included a "[p]ersonally autographed picture of Jason Milligan to be given to seller if requested." *See* Ex.

[2] Though Richard Olson now denies that he knew of JHM's offer, a CCR representative forwarded an email containing the offer on April 30, 2018. *See* Ex. 25.

30 at 3. In Gallagher's view, Milligan included this provision so that Citi could not possibly match Milligan's offer. Ex. 31 at 80-81.

Three days later, on May 7, Milligan emphasized that he wanted the offer's structure "to be both unreasonably fast, and to be specific enough that my endorsement or permission is required for the bank to match my price and terms." Ex. 32 at 3. Milligan wanted to do this, he added, "All while remaining temporarily anonymous." *Id.*

In another email exchange on May 7, Gallagher sent Milligan "the various pieces of the LDA." Ex. 33 at 3. Milligan responded: "Thank you. I have all of these documents. I have reviewed them and highlighted them." *Id.* At her deposition, Gallagher testified that Milligan was "very familiar with the LDA." Ex. 26 at 37.

On May 9, Attorney Candace Fay, who represented Milligan (and is Milligan's cousin) emailed Gallagher, Milligan, and Olson, and noted that she was "urging" her client, i.e., Milligan, "not to accept a quit claim deed." Ex. 34 at 1. Gallagher replied: "There is no possibility of us giving a warranty deed of any kind." *Id.*

That same day, Milligan told Olson he was "taking too long." Ex. 35 at 10. Two days later, Milligan said, "A big part of my plan involves speed if you haven't noticed." Ex. 36 at 2. Three days after that, Milligan sent an email with the subject, "Time!!" and said, "Speed was a critical part of my offer and strategy." Ex. 37. After the fact, Gallagher said that she "got the sense from Mr. Milligan that there was the constant, like, push to, like, let's just get this done, hurry up, let's get this done," all of which "seemed a little bit frantic." Ex. 26 at 67-68.

Gallagher added, "there seemed to be this undercurrent of, you know, hearing things about the city, oh, the city is going to file a litigation . . . ." Ex. 31 at 194. Sure enough, Milligan would later explain the reason for expediency: "If we did not rush the closing we

would [have been] in court discussi[ng] an injunction to stop the transfer." Ex. 38 at 1; *accord* Ex. 39 at 1 (noting that Milligan wanted to close on May 30, 2018 because he was "concerned that there [would] be a PJR or lis pendens recorded in advance of his deeds").

3. Plaintiffs' Warning to ILSR.

On May 15, 2018, ILSR gave Citi notice of the proposed transfer to WSOF. *See* Ex 40. Neither ILSR nor WSOF informed Plaintiffs of the proposal. *See id.* On May 25, *Citi* informed Plaintiffs of the proposed unpermitted transfer from ILSR to WSOF. Ex. 7 at 69.

As a result, that same day, Plaintiffs reminded ILSR that the LDA demanded the Agency's written consent before conveying any of the Project Site Properties. Ex. 41 at 1. Plaintiffs instructed ILSR that failure to obtain the Agency's written consent in advance of any such property transfer would constitute a default under LDA Section 19.3(A). *Id.*

Separately, the Milligan Defendants received similar messages from First American Title Insurance Company ("FA"). *See, e.g.*, Ex. 42 at 1; Ex. 43 at 1. FA informed them that it would not provide title insurance "without consent/approval from the city/agency." Ex. 42 at 1.

4. Milligan Misleads the Public Parties About the Transfer.

On May 31, 2018, Milligan attended a 4:30 PM meeting at Norwalk City Hall at the invitation of Laoise King (the Mayor's Chief of Staff), with Mayor Harry Rilling, Sheehan, Attorney Mario Coppola (Corporation Counsel for the City), and other representatives of Plaintiffs. Ex. 44 at 104-05. Plaintiffs told Milligan that the LDA required Agency consent for a transfer of the properties. Ex. 7 at 76-79. Milligan did not dispute that such a requirement existed, or that it applied to the proposed transfer. *See id.* At his deposition, Milligan admitted that Plaintiffs asked Milligan to delay the closing of any purchase and sale agreement pending Agency approval. Ex. 44 at 106. In an effort to avoid litigation and ensure compliance with the LDA, Plaintiffs also asked Milligan to ask ILSR to seek Agency approval of a transfer, in

advance. Ex. 7 at 76-77. Milligan then stated that he would not close as planned on the following day, June 1, 2018. *Id.*; *accord* Ex. 44 at 106-08. He claimed at his deposition that he proposed a delay to ILSR and CCR, but was met with "a few chuckles." Ex. 44 at 108.

A few hours later, at 6:23 pm, Milligan texted King:

> I think it is a really bad idea to file a lawsuit against me. We are trying to work together . . . *The only thing I can state with certainty right now is that I will not be closing on the POKO properties tomorrow*, and that I will have a conversation with the mayor before I talk to the press. If you sue me tomorrow I will send a copy to the press and I will have a lot to say. The press did contact me today and I told them I have nothing to report other than the NDA [*sic*] has expired.

Ex. 45 (emphasis added). Unbeknownst to Plaintiffs, despite Milligan's statements at the meeting and his text to King, and Plaintiffs' warning about unauthorized transfers, and FA's refusal to insure title without consent, WSOF had *already* recorded quit claim deeds transferring the subject properties from ILSR to WSOF earlier that day. *See* Ex. 46.

That evening, Milligan instructed Gallagher to "wait to ask Polly," (of FA), "to destroy the deeds in escrow until after" Fay had "recorded some documents tomorrow morning." Ex. 47. "We dont [*sic*] want Polly or anyone to know we closed yet," he cautioned. *Id.*

When Milligan was asked at his deposition whether he had "already closed" when he met with Plaintiffs and emailed King, he confirmed, "If closing means when you record the deed, then that -- I believe we did close before this." Ex. 44 at 112. Despite those statements, he argued that Plaintiffs should have been aware of the closing given alleged media comments:

> And also, I might add, when I first stepped into the meeting, it became clear to me that the public parties were not good at math. Meaning, I had said in multiple publications the exact day I would be closing on these properties, when the ten days ran, when the right of first refusal that Citibank had.
>
> The 31st was the date that was publicized widely. So when I showed up at the meeting, and they thought it was the 1st, I was not going to help them in their error, especially when I'm still reeling from this ambush; right?

So it -- I did not feel compelled, much like today, to answer stupid questions.

Id. at 113; *see* Ex. 48-A.

On Saturday, June 2, at 10:46 pm, Milligan emailed Coppola and Attorney Marc Grenier (representing the Agency): "I admit that I was misleading at the meeting but I did not lie. A lie is an untrue statement with the intent to deceive. I told only true statements! There is a difference although I can understand that you are upset." Ex. 49 at 1. At his deposition, Milligan agreed that King was misled by his text message. *See* Ex. 44 at 131; *see also* Ex. 48-B.

Only recently did Plaintiffs learn that ILSR and Milligan did not actually complete the transfer until June 1, 2018. *See* Ex. 47. As it turned out, WSOF recorded the quit-claim deeds "[i]n a rush" on May 31, but did not wire the money until June 1—when Milligan said he would *not* close on the purchase. *See id.*; *see also* Ex. 50 (drafting agreement language on May 31).

5. Milligan Threatens Plaintiffs With Public Ridicule.

On the evening of Friday, June 1, Grenier emailed Milligan in an effort to ensure "a successful project for the Wall St. area residents and businesses of Norwalk," requesting that Milligan send all communications through counsel. Ex. 49 at 5-6. In response, Milligan added Mayor Rilling and King, and said that he did not have counsel, would "do the talking" for himself, and that Coppola could contact him if Coppola was the "spokesperson for the city," but that he "would recommend against that choice." *Id.* at 5. When Grenier asked Milligan whether he had misunderstood the request to direct communications through counsel, Milligan replied:

> I understood it just fine. I am not willing to agree to those terms!
>
> This whole situation can get really embarrassing very quickly and easily for a lot of people.
>
> Dont [*sic*] take the tone you are taking with me!
>
> Do you think you are in a position to dictate the terms of discussion?

> I have given you the chance for a dialogue. If you want to play it out in the press and you want to continue to threaten and try to intimidate me than [sic] you both will look like complete morons very quickly and easily!

Id. at 4. After midnight, Milligan replied to his own email, claiming he had been "very careful not to say anything negative in the press yet," but would neither "shy away from a fight" nor "be able to restrain [him]self much longer." *Id.* at 3. He conceded, however, that Plaintiffs "might have felt mislead at [their] meeting the other day and by [his] text." *Id.* at 4. Milligan added: "The city loses the fight in the court of public opinion. It will not even be close!" *Id.* at 3-4.

H. The Terms of the Deal Between ILSR and the Milligan Defendants.

1. The PSA Acknowledges the LDA's Obligations.

As previously noted, ILSR entered into a Purchase and Sale Agreement ("PSA") with WSOF in order to transfer the properties. *See* Ex. 51. In Section 5, WSOF expressly acknowledged that the LDA "governed" the properties. *Id.* at 3. WSOF further represented that it had "reviewed" the LDA and agreed to purchase the properties "as is, regardless of the existence of any rights of re-entry, required consents or approvals or encumbrances." *Id.*

When deposed, Gallagher agreed that Section 5 was "a bespoke . . . drafted from scratch kind of thing"; in other words, it was not boilerplate. Ex. 31 at 97-98. She explained: "I put that in there because that was represented to me by the parties that our purchaser knew everything there was to know about the property, and didn't need to do any of the typical due diligence that you normally find in a commercial purchase." *Id.* at 98. "It was [also] represented to me," she continued, "that the purchaser had knowledge of the [LDA] and all of its amendments, along with the [LRA] and its amendments, and had read those documents." *Id.* at 99.

At his deposition, Milligan confirmed he read the LDA, LRA and Amended LRA before signing the PSA, which includes specific reference to "required consents." Ex. 44 at 69-70; Ex.

51 at 3. He confirmed that he was advised by counsel and consulted counsel on the parameters of those documents and the meaning of the PSA provisions. Ex. 44 at 73-88; *see* Ex. 48-C.

Yet neither ILSR nor Milligan sought Agency consent before executing the PSA. *See* Ex. 33. Indeed, as previously explained, neither Milligan nor ILSR notified anyone about the proposal until May 15, when ILSR notified Citi barely two weeks before closing. *See* Ex. 40.

Milligan ultimately admitted, under oath, that it was a "calculated risk" to close "knowing that the consent had not been given," no one but him "made the decision to take that calculated risk," and he did not "feel coerced into making that decision in any way." Ex. 44 at 88-89. "[I]t was not a philanthropic exercise" and he "intended to profit off the deal." *Id.* at 156.

2. Values Assigned to Transferred Parcels In Quit Claim Deeds

In purchasing the properties, WSOF assigned a value of $500,000 to each of the parcels located at 97 and 83 Wall Street and 21 and 31 Isaacs Street, but a value of $3,194,250 to the Leonard Street Lot. Ex. 46 at 1, 3, 5, 7, 9. By contrast, the tax assessor valued the Leonard Street Lot at only $947,510. Ex. 52 at 1. As Sheehan explained, the Agency's right of re-entry as to the Leonard Street Lot required the Agency to repay any lender with outstanding debt before exercising that right. Ex. 7 at 93-96. So, by assigning an inflated value of $3,194,250 to the Leonard Street Lot, Milligan aimed to ensure that the Agency would need to pay him that amount in order to exercise its right of re-entry. *See id*. Coincidentally, the total value assigned equaled the amount that Milligan paid in total, including conveyance taxes. *See* Ex. 51 at 1.

3. Release of MC Credit Mortgage Without Recordation.

Section 2(b) of the PSA required CCR to provide a release of the $5.8M MC Credit mortgage to Fay upon the wiring of the purchase price. *See* Ex. 53 at 1. At the closing, CCR delivered that release to Fay. *See* Ex. 54; *see also* CCR's Answer ¶ 88 (Mar. 25, 2021 Doc No.

428.00).[3] Yet WSOF did not record the Release on the land records. *See* Ex. 44 at 278-79. WSOF still has not recorded the Release. *See id.* Milligan agreed that this was an "intentional decision." *Id.* He thought it would "get" him "a conversation." *Id.* at 279. Milligan believes that because he has not recorded the Release, the $5.8 million mortgage on the properties has not been released. *Id.* at 305-07, 309.

4. Collateral Assignment of Mortgage.

CCR later revealed that it had already assigned the debt underlying the $5.8M MC Credit Mortgage to its affiliate, Norwalk A, LLC at the time of the PSA. *See* Ex. 15 at 169-73; Ex. 18 at 51; Ex. 55 ¶ 4; CCR's Answer ¶ 72. Nevertheless, even though CCR provided WSOF with a release of the MC Credit mortgage *and* CCR assigned the debt to a third party, CCR and Komi executed a "Collateral Assignment of Mortgage." *See* Ex. 56. The Collateral Assignment purportedly assigned the $5.8M mortgage to Komi. *See id.* at 1. Yet CCR later confirmed that CCR assigned no debt to Komi. *See* Ex. 55 ¶ 4. Nonetheless, on June 1, 2018, Komi recorded the Collateral Assignment on the land records. *See* Ex. 56 at 1. In sum, CCR provided WSOF with a release recognizing that it had no interest in the $5.8M MC Credit mortgage—because CCR, in fact, had already transferred such interest to Norwalk A—yet WSOF chose not to record that release and, instead, Komi recorded the Collateral Assignment. *See id.*[4]

5. Participation Agreement

At the closing, WSOF, ILSR, and CCR also executed a "Participation Agreement." *See* Ex. 58. WSOF, as participant, agreed to pay $5.1M to ILSR in exchange for immediate delivery

[3] Strikingly, Plaintiffs did not see the Release until January 4, 2019, four months into this litigation and after injunction hearings, because Plaintiffs' numerous requests for documents were met with unjustified opposition. *See* Mot. for Expedited Discovery (Doc. No. 140.00).

[4] ILSR joined in Milligan's Release-related efforts, executing a settlement agreement with CCR for the debt even though, by CCR's admission, the debt had been assigned. Ex. 57.

of the Release and the Collateral Assignment (which had been made to Komi), and for CCR's agreement that any monies received from the Agency or City, *including monies received pursuant to the right of re-entry*, would be assigned to WSOF. *Id.* at 1.[5]

At his deposition, Milligan said that he could not "recall" whether WSOF made a payment of $5.1M pursuant to the PSA and a separate payment of $5.1M under the Participation Agreement; however, he confirmed that WSOF did not pay $10.2M total. *See* Ex. 44 at 257. CCR confirmed that the $5.1M payment referenced in the Participation Agreement was the same $5.1M payment made to buy the five properties under the PSA. *See* Ex. 15 at 196, 208.

A CCR representative noted that the Participation Agreement was not "typical." *See* Ex. 15 at 205-06. Participation agreements typically feature a senior and junior lender, whereby each has a right to receive different portions of interest paid. *See id.* at 204-05; *see also* Ex. 26 at 26-27. Here, WSOF purported to participate in the $5.8M MC Credit mortgage in exchange only for the issuance of the Collateral Assignment and Release, and an agreement that any right of re-entry monies paid would be assigned to WSOF. Ex. 58 at 1. WSOF had no right to actually participate in the loan, e.g., by receiving interest or collecting on the principal. *See id.* at 1, 10.

This was hardly the only unusual aspect of the Participation Agreement. *See id.* In Section 6(a), CCR reserved the right to provide a copy of the Release to the City *if* the City sought to exercise its right of re-entry. *Id.* at 4. Section 6(b) makes clear that CCR is not "required to take any action" if contrary to law. *Id.* In Section 7(1), Milligan personally indemnifies CCR from any liabilities, including attorneys' fees. *Id.* Section 10 reiterates that WSOF has "no right to receive any funds from [CCR] or any third party in connection with payments due on the" loan in question, except in the event of payments made pursuant to the

[5] As with the Release, Plaintiffs did not see this Agreement until 2019. *See supra* n.4.

LDA or LRA. *Id.* at 7. In other words, WSOF, the participant, has no right to participate, except to the extent that CCR, the lender, was affirmatively paid in connection with separate agreements with third-parties. *See id.* Section 9 made all of this confidential. *Id.* at 6.

Milligan demanded the Agreement as a prerequisite to closing. *See* Ex. 15 at 206; Ex. 44 at 261. According to Milligan, it would allow WSOF to "reenter and be a lender/owner and authorized transferee" of the properties, pursuant to the LDA. *See* Ex. 44 at 270. As Milligan explained, it was a means to circumvent the LDA's prohibited transfer restriction because "[t]he one surefire way to get in as a permitted transferee would be to as the Lender to complete a deed in lieu." Ex. 59 at 1. "Then the only way [the Agency] could stop it would be to purchase the entire indebtedness," he claimed, "which [the Agency] would not do." *Id.*

6. Subsequent Mortgages.

On May 31, 2018, WSOF also granted Komi mortgages on the properties to secure a loan for $5.2M and recorded them on the land records. *See* Ex. 60. Because the Release was not recorded, these mortgages created the appearance of an *additional* $5.2M in encumbrance beyond the $5.8M MC Credit mortgage. *See* Ex. 7 at 102-03. WSOF did not seek the Agency's consent to encumber the properties through the mortgages to Komi. *See id.*

I. Post-PSA Negotiations.

On June 1, 2018, Plaintiffs notified ILSR that it was in default under the LDA for failing to obtain the Agency's consent before conveying the properties to WSOF. *See* Ex. 61 at 1. Plaintiffs explained that the default could not be cured. *See id.*

On June 13, Milligan emailed Olson and asked for a copy of the default notice, and suggested that Olson cure the default by seeking Agency approval after the fact. *See* Ex. 62 at 2; Ex. 63 at 4-5. Olson responded: "You have always known the issues. If there is away [sic] to

do what you suggest I am willing to look and listen." Ex. 62 at 1. At his deposition, Milligan agreed that he could have sought Agency approval *before* consummating the transaction with ILSR. *See* Ex. 44 at 96-97; *see also* Ex. 48-D.

Despite all of this, Plaintiffs actively corresponded with Milligan regarding the information required to vet WSOF's credentials as a proposed transferee and redeveloper. *See* Ex. 64. At certain points, Milligan has stated that "he's willing to accept the obligations of th[e] development plan"; but "[a]t other points, he's indicated publicly that he can't stand that plan, and it should never be built." Ex. 7 at 106. Milligan knew that WSOF would need to submit a variety of documents so that a third party consultant could complete its review of WSOF's credentials, yet WSOF never submitted any such documents. *Id.* at 107-110.

J. The Milligan Defendants' Post-Purchase Activities.

1. The Milligan Defendants' After-The-Fact Attempts At Amendment.

After closing, Milligan repeatedly contacted ILSR and CCR to amend the PSA and related documents, *see, e.g.*, Ex. 65; 66; however, Fay reminded Milligan that he was bound by the LDA's covenants regardless. *See* Ex. 67 at 6. When Milligan suggested to Fay that the City wanted Milligan "to agree that he's bound by the LDA," Fay "told him that that [wa]s nothing because he is bound by the covenants in the LDA that run with the land." *Id.*

On June 13, 2018, when Milligan reached out to Gallagher about the City's notice of default, Gallagher likewise reminded Fay of Section 5 of the PSA:

> Jason indicated many times that he was familiar with all of the pertinent documents and that he fully realized that consents were required and that the right of re-entry existed. Paragraph 5 specifically addresses the consent issue and indicates that buyer will not require the seller to obtain consent.

Ex. 68 at 1-2. Milligan then began to pressure ILSR to ask the Agency to allow WSOF to serve as an approved redeveloper. Ex. 69 at 2. Gallagher suggested that the parties "slow down and

talk about this-calmly and rationally," adding, "[t]here was always a rush to close and now a rush to do this." *Id.* at 1.

On June 20, Fay reached out to ILSR and CCR to secure a "modification agreement." Ex. 70 at 1. Milligan even offered "to pay reasonable attorneys fees to get [it] done so long as [he] ha[d] a signed document fairly quickly." *Id.*

Earlier, Fay had suggested that the parties use such a modification to avoid potentially negative litigation outcomes. *See, e.g.*, Ex. 71 (suggesting that parties bifurcate PSA payment and CCR payment and noting that mortgage could otherwise be deemed unenforceable if discovered in litigation). Gallagher recoiled: "I have an issue amending a contract that is already complete." Ex. 71 at 1. At her deposition, Gallagher was even more frank: "I was trying to be in a nice way say I have no idea what you are talking about." Ex. 31 at 188. "[T]he idea that we would basically re-paper a commercial closing for a deal that was, you know, almost completely settled, had been to litigation," she explained, "is truly absurd." *Id.* at 183.

Fay's alternative solution, in addition to trying to re-paper the deal, was delay: "[W]e can certainly argue for specific discovery to be conducted prior to any hearing which will also cause further delay of any hearing." Ex. 72 at 10.

On June 30, Milligan informed Gallagher that he had formally asked the Agency to vet him as a redeveloper; but at the same time, Milligan was trying "to put [him] and [his] companies in position as a permitted transferee" through a different means. Ex. 73 at 2. To that end, Milligan proposed executing "a deed in lieu of foreclosure." *Id.* at 2.

2. Milligan Attempts To Resell The Properties At A Profit.

Despite conflicting statements about his desire to become the approved redeveloper, Milligan has consistently sought to sell the properties for a profit. *See, e.g.*, Ex. 74. On June 28, 2018, less than one month after closing, Milligan undertook negotiations with JHM to sell certain

of the parcels at a substantial profit. *See id.* at 6-7; Ex. 44 at 161, 166-71. Milligan asked JHM not to tell Coppola or Sheehan that Milligan and JHM were in discussions. *See* Ex. 74 at 3. By July, Milligan was telling Coppola, "[p]utting WSOF through the RDA [sic] vetting process seems like a waste of time" as it "seems more likely . . . that a new redeveloper will be the ultimate builder." *See* Ex. 75 at 1. One year later, Milligan, who is a broker that self-identifies as a "short sale specialist," again offered to sell the Leonard Street Lot to JHM, but for a substantially higher price of $8M or $10M. *See* Ex. 44 at 156, 186-88; Ex. 76 at 435. At his deposition, Milligan would admit that he has never "started from dirt and built a mixed use project" because he does not "like dealing with the municipal bodies," his largest overall development from the ground-up was a 6,000 square foot home, and does not "have experience with a public private development project." *See* Ex. 76 at 405-07, 433.

3. The Milligan Defendants Attempt To Become A Permitted Transferee Via Deed-In-Lieu Of Foreclosure Transaction.

On June 5, 2018, Fay informed Gallagher that she was concocting another way for Milligan to gain control of the properties: "a mortgage from [CCR] to [Milligan] that w[ould] give him the ability to foreclose." Ex. 77 at 3.

One month later, on July 5, 2018, Komi (as purported lender) issued a notice of default to WSOF (as purported borrower) pursuant to the $5.8M Collateral Assignment of Mortgage. Ex. 78. The notice stated that the loan originated between MC Credit and ILSR, was subsequently assigned to CCR, and was then assigned to Komi. *Id.* at 1. This statement was false; as previously discussed, CCR had assigned the MC Credit mortgage to Norwalk A before the Collateral Assignment, and CCR had provided the Milligan Defendants with an executed Release. *See supra* §§ II-H-3, II-H-4.

Nevertheless, Komi stated it was providing 90 days' notice under the Amended LRA to Plaintiffs regarding its intent to negotiate a deed-in-lieu of foreclosure with WSOF, requesting that Plaintiffs waive the 90-day requirement so that Komi could proceed "as soon as possible." *See* Ex. 78 at 1. Plaintiffs did not waive the requirement. *See* Ex. 7 at 128-29.

On July 6, 2018, Milligan sent Plaintiffs an email accompanying the notice, in which Milligan stated that Komi, as lender, would soon be a "permitted transferee" under the Amended LRA. Ex. 79. Milligan attached portions of the Amended LRA, including Section 8.3, which states that a "Foreclosure Transfer" is not a prohibited transfer under the LDA. *See id*. In other words, Milligan sought to circumvent the LDA's prohibition on unpermitted transfers by acquiring the Properties through a purported foreclosure as a purported lender under the Amended LRA. *See* Ex. 7 at 122-26.

But unlike Citi, which acquired its interest in the Phase I properties through such a transfer, based upon actual debt owed by IWSR, WSOF did not owe Komi any debt under the Collateral Assignment. *Compare supra* § II-F *with* §§ II-H-3, II-H-4. Thus, the Collateral Assignment did not in fact provide Komi with rights as a lender. *See supra* §§ II-H-3, II-H-4.

4. The Milligan Defendants' Further Interference With The Properties.

The Milligan Defendants efforts at encumbering the Properties have not been limited to LDA- and LRA-related transactions. In 2018, for example, WSOF entered a 25-year lease with Komi, which then assigned the lease to Milligan Real Estate, LLC ("MRE"), all of which was recorded on the land records. *See* Ex. 80. After Plaintiffs sued MRE in this action, the lease was terminated. Ex. 44 at 352-55. As other examples, the Milligan Defendants have: demolished a building without complying with city ordinances, *see* Ex. 7 at 129; painted a prohibited mural, *see* Ex. 81; and attempted to lease a portion of the properties to a dentist in violation of the

zoning regulations, *see* Ex. 82. Though none of these efforts attempted to manipulate title to the properties, each further "prevent[ed] the timely development of the site." Ex. 7 at 143-44.

Milligan also engaged in harassing behavior with respect to Plaintiffs. In April 2020, WSOF filed suit against Plaintiffs, alleging abuse of process claims. *See* Ex. 83. Eight months later, after Plaintiffs moved to strike the suit as frivolous (expending needless attorneys' fees), WSOF withdrew the suit without even responding. *See* Ex. 84; *see also* Appendix B (listing suits initiated by Milligan-related entities related to Wall Street Place). Additionally, during a meeting of the Norwalk Common Council Planning Committee, in which the Committee was considering amendments to the LDA regarding Phase I, Milligan sent Brian Bidolli, the current Executive Director of the Agency, a text message with a photograph of Milligan raising his middle finger. *See* Ex. 85. Milligan also texted King, who is Jewish: "Clearly you are not a Christian and have no conscience. Otherwise how could you sleep at night?" Ex. 86.

III. PLAINTIFFS ARE ENTITLED, AS A MATTER OF LAW, TO SUMMARY JUDGMENT AS TO LIABILITY ON ALL COUNTS.

Summary judgment "shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Ferri v. Powell-Ferri*, 317 Conn. 223, 228 (2015) (quoting Practice Book § 17-49). "To satisfy his burden the movant must make a showing that it is quite clear what the truth is, and that excludes any real doubt as to the existence of any genuine issue of material fact." *Id.* (quoting *Ramirez v. Health Net of the Ne., Inc.*, 285 Conn. 1, 11 (2008)). "As the burden of proof is on the movant, the evidence must be viewed in the light most favorable to the opponent." *Id.* (quoting *Ramirez*, 285 Conn. at 11).

"Once the moving party has met its burden, however, the opposing party must present evidence that demonstrates the existence of some disputed factual issue." *Id.* (quoting *Ramirez*,

285 Conn. at 11). "It is not enough, however, for the opposing party merely to assert the existence of such a disputed issue." *Id.* (quoting *Ramirez*, 285 Conn. at 11). "Mere assertions of fact . . . are insufficient to establish the existence of a material fact and, therefore, cannot refute evidence properly presented to the court . . . ." *Id.* (quoting *Ramirez*, 285 Conn. at 11).

In this case, there are no disputed facts; the only disputes are centered on the legal import of the undisputed facts. The legal import of those undisputed facts is that summary judgment as to liability is appropriate with respect to every count.

A. ILSR Breached The LDA.

An action for a breach of contract requires: (1) the formation of an agreement; (2) performance by one party; (3) breach of the agreement by the opposing party; and (4) damages. *Chiulli v. Zola*, 97 Conn. App. 699, 706-07 (2006).

ILSR admits that, as successor in interest to Poko, ILSR formed an agreement with Plaintiffs, namely, the LDA. In its Answer, ILSR admits that Plaintiffs and Poko entered the LDA, "wherein Poko was designated as the approved Redeveloper." *See* ILSR's Answer, ¶ 22 (Doc. No. 352). ILSR then admits that Poko assigned all of its rights with respect to Phase II of the LDA to ILSR by virtue of the Amended LRA. *See* ILSR's Answer, ¶ 57.

There is no dispute as to whether Plaintiffs performed their obligations under the LDA. Plaintiffs transferred the Properties to Poko, as required by Article IX of the LDA.

Nor should there be any dispute as to whether ILSR breached the LDA. Section 13.2(A) expressly prohibits transfers without first obtaining the Agency's consent. ILSR transferred the Properties to WSOF without doing so. ILSR, through Poko, is also in breach for failing to pay Plaintiffs $50,000 for the initial transfer of the properties to Poko.

As a result, Plaintiffs have suffered damages. Obviously, Plaintiffs are owed the $50,000 for the Leonard Street Lot. In addition, ILSR's actions have delayed the redevelopment in two

different ways. Initially, they have directly delayed the Phase II redevelopment of the properties at issue. Indeed, the entire reason that the redevelopment plan called for a below-market transfer of the Phase II properties to Poko in the first place was so that Poko would have more than sufficient means to complete the redevelopment, provide structured public parking, and revitalize Wall Street Place. Yet, not only did Poko and its successor, ILSR, deprive Plaintiffs of that benefit under the LDA—they also undermined the Phase I redevelopment, as the redevelopment plan aimed to use a portion of the Phase II properties for Phase I parking.[6]

The undisputed facts in this case show that ILSR breached the LDA. Therefore, this Court should grant summary judgment as to liability on Count I.

B. ILSR Violated The Covenant Of Good Faith And Fair Dealing.

A claim for a breach of the covenant of good faith and fair dealing requires proof of three elements: (1) the plaintiff and defendant were parties to a contract under which the plaintiff reasonably expected to receive benefits; (2) the defendant engaged in conduct that injured the plaintiff's right to receive those benefits; and (3) the defendant, when committing the acts by which it injured the plaintiff's right to receive benefits, acted in bad faith. *Gombs v. Sentinel Ins. Co.*, 2017 WL 2852695 at *2 (Conn. Super. Ct. June 6, 2017); *accord Capstone Bldg. Corp. v. Am. Motorists Ins. Co.*, 308 Conn. 760, 794 (2013). "Bad faith in general implies both actual or

[6] As Sheehan explained, Poko obtained a modified site plan in 2016 that allowed Poko to move 43 parking spaces from the Phase I properties to the Leonard Street Lot. *See* Ex. 7 at 60; *see also* Ex. 87 at 1 (noting that spaces would now be provided at Leonard Street Lot). The Zoning Commission approved the modified site plan based upon the unity of ownership between the Phases; but once ILSR lost title to the Phase I properties through a deed-in-lieu of foreclosure, Phase I "stalled" because it no longer had the parking required under the Zoning Regulations. *See* Ex. 7 at 60-61. Milligan compounded the problem with the transfer of the Leonard Street Lot to WSOF; indeed, he tried to leverage his power over the Leonard Street Lot in negotiations with JHM. *See* Ex. 74 at 2-7. Ultimately, JHM was forced to work around Milligan, acquire other property to meet its parking obligations, and obtain approval of a modified site plan from the Commission. *See supra* n.1. Of course, Milligan is now appealing that approval as part of his continued attempts to thwart the redevelopment. *See id.*

constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive." *Capstone*, 2017 WL 2852695 at *2 (quoting *Habetz v. Condon*, 224 Conn. 231, 237 (1992)).

As with Plaintiffs' claim for breach of contract, ILSR (as successor to Poko) and Plaintiffs were parties to the LDA. Plaintiffs reasonably expected to receive the benefit of prior approval of any proposed redeveloper for the Wall Street area.

ILSR injured Plaintiffs' right to pre-approval. Put simply, ILSR conveyed the Properties to WSOF without even asking whether Plaintiffs would approve WSOF as a redeveloper.

The record shows, without doubt, that ILSR did so in bad faith. For years, Plaintiffs bent over backwards to accommodate Poko. Plaintiffs agreed to the LRA so that Poko could obtain the financing that it needed. Plaintiffs then agreed to the Amended LRA because Poko represented that it needed additional financing in order to meet its obligations under the LDA. Yet, when the Milligan Defendants presented ILSR with an offer to purchase the Properties, ILSR did not even notify Plaintiffs. The Milligan Defendants did not abide by this requirement. Quite the opposite: as Richard Olson told Jason Milligan, "YES MUM is the word for now." The only reason that Plaintiffs even knew about the transfer in advance was because Citi notified Plaintiffs. After Plaintiffs notified ILSR that such a transfer would violate the LDA, ILSR did so anyway, cooperating in Milligan's rush to close before Plaintiffs could stop him. The PSA leaves no doubt: ILSR attempted to shift its obligation for prior consent onto the Milligan Defendants. Olson's post-transaction communique to Milligan suggesting that Milligan "always [knew] the issues," makes clear that ILSR knew them, too.

This was not an honest mistake. This was an intentional, bad faith violation of the LDA.

C. The Milligan Defendants Have Been Unjustly Enriched.

The doctrine of unjust enrichment stands for the proposition that "it is contrary to equity and good conscience for one to retain a benefit which has come to him at the expense of another." *Town of New Hartford v. Conn. Res. Recovery Auth.*, 291 Conn. 433, 451 (2009) (quoting *Hartford Whalers Hockey Club v. Uniroyal Goodrich Tire Co.*, 231 Conn. 276, 282–83 (1994). A plaintiff must show that "the defendant was benefited, the defendant did not pay for the benefit and the failure of payment operated to the detriment of the plaintiff." *Russell v. Russell*, 91 Conn. App. 619, 637 (2005) (quoting *United Coastal Indus., Inc. v. Clearheart Constr. Co.*, 71 Conn. App. 506, 512 (2002)).

In this case, the Milligan Defendants benefitted. In short, they acquired a voidable interest in the Properties after the unauthorized transfer with ILSR.

Yet the Milligan Defendants did not pay for the benefit in the manner required by law. The LDA, which operated as a recorded encumbrance, required that anyone seeking to acquire the properties first obtain the approval of the Agency. X`*Accord* Mem. of Decision on Mot. to Strike at 15-17 (Doc. No. 181.03).

The failure to obtain approval has operated to Plaintiffs' detriment in multiple ways. As this Court held in denying the motion to strike, their actions have decreased the value of the assemblage of properties subject to redevelopment. *See id.* at 17. Additionally, the Milligan Defendants' actions deprive Plaintiffs of the years of effort and investment in the redevelopment as provided in the LDA. At a minimum, the Milligan Defendants' actions have substantially delayed the redevelopment of the properties. Separately, as previously discussed, the Milligan Defendants' actions forced Plaintiffs and JHM to collaborate on a new proposal (and obtain new approvals) for Phase I because the plan for Phase I contemplated use of the Leonard Street Lot.

Given the above, it would be contrary to equity to allow the Milligan Defendants to retain the benefit of their improper actions at the expense of Plaintiffs, the 2004 Plan, and the Norwalk taxpayers. Therefore, this Court should grant summary judgment as to Count Three.

D. ILSR And The Milligan Defendants Violated CUTPA.

General Statutes § 42-110b(a) prohibits a person from engaging "in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." CUTPA is remedial and must be liberally construed. *See Willow Springs Condo. Ass'n, Inc. v. Seventh BRT Dev. Corp.*, 245 Conn. 1, 42-43 (1998).

Courts apply three criteria to determine whether a CUTPA violation exists: whether the practice (1) even if technically lawful, "offends public policy . . . or other established concept of unfairness"; (2) "is immoral, unethical, oppressive, or unscrupulous"; and (3) "causes substantial injury." *Id.* (quoting *Cheshire Mort. Serv., Inc. v. Montes*, 223 Conn. 80, 105–106 (1992)). A plaintiff need not satisfy all three criteria to support a finding of unfairness. *See id.* In 2010, for example, the Appellate Court held that "a pattern of bad faith conduct" by a party "seeking to escape its contractual obligations unfairly while negotiating a more favorable offer . . . with a third party" sufficed to establish a CUTPA violation. *See Landmark Investment Grp., LLC v. Chung Family Realty P'ship, LLC*, 125 Conn. App. 678, 670 (2010).

1. ILSR Violated CUTPA.

ILSR's behavior offends public policy, in an unscrupulous manner, in multiple ways that have substantially injured Plaintiffs. The undisputed facts establish as much.

It is not merely that ILSR transferred the properties in contravention of the LDA—it is the way in which that transfer occurred. Through Poko's participation in the RFQ and RFP process, ILSR knew the importance of the Agency's role in selecting a redeveloper. Perhaps because of this, Olson told Milligan, "YES MUM is the word" when Milligan proposed such an

unauthorized transfer in the first place. Then, the Agency advised ILSR that any such transfer would violate the LDA. Yet ILSR rushed to close within a week of that notice. In its closing documents, ILSR specifically disclaimed any responsibility for Agency consent under the LDA. After the fact, Olson then admitted to Milligan that both knew the "issues" with the transfer.

This is no mere contractual violation—this is a violation of public policy supporting redevelopment plans, as set forth by the legislature and by Plaintiffs. General Statutes § 8-137(c) requires that contracts providing for transfer of public property to a redeveloper "shall provide . . . that all transfers of real property by the redeveloper shall, until the original construction thereon is completed and approved by the redevelopment Agency, be subject to the consent of the redevelopment Agency." The LDA, a public contract pursuant to a redevelopment plan, incorporated this requirement. Yet ILSR intentionally ignored the statute, the 2004 plan, and the LDA in favor of a quick fix for a self-created inability to meet its contractual obligations.

This is all the more unscrupulous due to two other facts. First, ILSR, as an affiliate of IWSR and Poko, knew that its transfer would not only halt Phase II, but would hamper the restart of Phase I. Second, JHM, a redeveloper that attempted to complete due diligence pursuant to the LDA, had expressed interest to ILSR; but instead of following up with JHM, which ultimately became the Phase I redeveloper, ILSR jumped at the chance for quick cash from Milligan.

On a broader scale, ILSR's actions undermine the government's substantial public policy interest in urban renewal. *See* Mem. of Decision Denying Mot. to Strike at 33-35 (discussing *Berman v. Parker*, 348 U.S. 26 (1954)). This is precisely why the Connecticut General Assembly enacted Chapter 130 of the General Statutes, endowing municipalities, through their redevelopment agencies, with the authority to redevelop land. Through its actions, ILSR has

substantially injured Plaintiffs, all of those in Norwalk interested in the redevelopment of Wall Street Place, and all of those in the State interested in ordered redevelopment of urban areas.

2. The Milligan Defendants Violated CUTPA.

The Milligan Defendants' conduct is just as bad, if not worse. Milligan knew of the LDA's restriction on unauthorized transfers. He admitted that he read the LDA prior to closing. Then, as Gallagher recognized, Milligan rushed to close in secret. His emails with Olson demonstrate that he did so to prevent Plaintiffs from being able to stop the transfer. When he met with Plaintiffs about the transfer, he—by his own admission—misled the public officials about the status of the transfer. Like ILSR, the Milligan Defendants knowingly contravened the LDA's requirements, which are statutorily required in any redevelopment contract.

The actual terms of the transfer, all drafted at Milligan's behest, deepen the dishonesty. First, Milligan demanded the Release of the $5.8M MC Credit mortgage, but also demanded the collateral assignment *of the same mortgage* (despite receiving no obligation to repay the underlying debt), and then recorded only the Collateral Assignment on the land records. To the world, it appeared as though a $5.8M mortgage encumbered the properties, even though that very mortgage had been released *and he held the release*. Milligan admitted that this was done intentionally in an attempt to force a negotiation with Plaintiffs.[7] Second, Milligan insisted upon the Participation Agreement, supported by no consideration independent of the purchase price, whereby Milligan, in actuality, would not participate in any loan at all. Instead, Milligan would secure only the right to "control" the recording of the Release (to effectuate the aforementioned obfuscation) and receive payment from any right of re-entry. Third, Milligan artificially inflated

[7] To understand the deception in more detail, contrast the operation of the Collateral Assignment in this case with the principles expressed in Comment 5 of Connecticut Standard of Title § 18.4. *See* Ex. 88 at 2.

the value paid for the Leonard Street Lot to more than $3.2M, in an attempt to either scare off the Agency or force the Agency to pay that sum in exercising its right of re-entry related thereto.

From there, Milligan's behavior only worsened. Milligan threatened to "embarrass" Plaintiffs in the press if they did not negotiate with him on his terms, and his terms alone. Meanwhile, Milligan sought to flip the properties to JHM for a profit almost immediately after the unauthorized transfer. When that did not pan out, Milligan sought to use one of his entities, Komi, to acquire the Properties from another of his entities, WSOF, through a fabricated "default" and deed in lieu of foreclosure, in an effort to bypass the restrictions on unauthorized transfers under the LDA, on the basis of a Collateral Assignment, for which the debt had been released. When that failed, Milligan resorted to more creative efforts: creating (and then voiding) fictitious leases, violating local building ordinances, contravening local zoning laws, challenging the Phase I zoning approval, filing (and then withdrawing) an abuse of process suit against Plaintiffs, and personally texting obscene images and insulting remarks to City officials. This behavior resulted in the same substantial injuries as those wrought by ILSR, and then some.

As with ILSR, it is not merely that the behavior of the Milligan Defendants is reprehensible (though that would be enough to create liability under CUTPA); the Milligan Defendants' actions run contrary to a host of public interests. The Milligan Defendants have undermined Norwalk's interest in the revitalization of Wall Street Place specifically, and the policies underscoring the public passage of the 2004 Plan generally. The Milligan Defendants have attempted to use the public land-recording system to manipulate the record of title as to the properties in an admittedly intentional effort to gain leverage and force the City to negotiate with them. And the Milligan Defendants have run roughshod over the considered efforts at urban renewal that have been endorsed through legislation at both the state and federal level.

There is no genuine dispute as to whether any of this occurred. The only question before this Court is whether such conduct amounts to a CUTPA violation. This should be no question at all. Summary judgment should enter as to the Milligan Defendants under CUTPA.

E. ILSR And The Milligan Defendants Tortiously Interfered With The Amended LRA And The LDA, Respectively.

"It is well established that the elements of a claim for tortious interference with business expectancies are: (1) a business relationship between the plaintiff and another party; (2) the defendant's intentional interference with the business relationship while knowing of the relationship; and (3) as a result of the interference, the plaintiff suffers actual loss." *Hi-Ho Tower, Inc. v. Com-Tronics, Inc.*, 255 Conn. 20, 27 (2000).

1. ILSR's Tortious Interference.

Plaintiffs had a contractual and beneficial relationship with Municipal Holdings, as successor in interest to IWSR, under the Amended LRA. ILSR, as a party to the Amended LRA, knew of the relationship between Municipal Holdings, as the substituted Phase I redeveloper, and Plaintiffs. Nevertheless, ILSR intentionally interfered with that relationship by conveying the properties to WSOF. ILSR knew full well that such a conveyance would violate the LDA, thereby undermining the goals of the Redevelopment Plan and threatening the ability of Municipal Holdings and Plaintiffs to redevelop Phase I. ILSR's actions have caused Plaintiffs significant losses, as specified in the discussions of the prior counts.

2. The Milligan Defendants' Tortious Interference.

Like ILSR, the Milligan Defendants tortiously interfered with Plaintiffs' relationship with Municipal Holdings under the Amended LRA; and, the Milligan Defendants tortiously interfered with Plaintiffs' contractual relationship with ILSR. Milligan admitted that he had reviewed the LDA before acquiring the properties from ILSR, so he was aware of Plaintiffs' relationship with

ILSR. Yet the Milligan Defendants intentionally interfered with that relationship by, among other things, purchasing the Properties without the Agency's prior consent. Milligan admitted that he could have asked to become an approved redeveloper under the LDA, but instead plowed forward and effectuated an improper, illegal transfer of the properties in violation of the LDA and Amended LRA. As a result, Plaintiffs suffered the aforementioned damages.

F. Plaintiffs Are Entitled To Declaratory Relief.

This Court has the authority to "declare rights and other legal relations on request for such a declaration, whether or not further relief is or could be claimed." C.G.S. § 52-29. "[T]he statute and rules" pertaining to declaratory judgments "should be interpreted liberally to carry out the remedial purpose of such judgments." *Elec. Cable Compounds, Inc. v. Seymour*, 95 Conn. App. 523, 528 (2006). "*[G]eneral equitable principles must be applied to determine whether or not a court should grant relief*." *See* Mem. of Decision Denying Mot. to Strike at 31 (quoting *Tuttle v. Fahnestock & Co.*, 1992 WL 16945, at *4 (Conn. Super. Ct. Jan. 23, 1992)).

1. Plaintiffs Meet The Criteria For A Declaratory Judgment.

Plaintiffs have met the criteria for a declaratory judgment. First, Plaintiffs have a clear interest, both legal and equitable, in determining the rights and legal relations of the parties. Without such a judgment, the entire redevelopment of the Wall Street area is threatened. Second, there is an actual, bona fide, and substantial question in dispute which requires settlement between the parties. The LDA and Amended LRA were designed to carry out the 2004 Plan, as envisioned by the Agency and approved by the City for the benefit of the citizens of Norwalk. Plaintiffs had a contractual relationship with ILSR under the LDA and with CCR under the Amended LRA, yet the Milligan Defendants now own and/or control the properties and the debt on the properties; and, the LDA prohibits an unpermitted transfer, and Milligan has never submitted a bona fide request to become the approved redeveloper. Third, there is no other

proceeding that can provide Plaintiffs with redress. The relief requested on the other claims, even if granted, will not fully resolve the dispute.

2. ILSR's Conveyance, The Collateral Assignment, The Komi Mortgages, And The Leonard Street Lot Lease Are All Void.

A declaratory judgment may issue to void the conveyance of an interest in real property where required procedures were not followed. *See, e.g., Gerlt v. Town of S. Windsor*, 284 Conn. 178, 192 (2007) (upholding decision declaring conveyance of interest in real property void because it violated certain requirements of town charter); *Greene v. Greene*, 2002 WL 497105, at *2 (Conn. Super. Ct. Apr. 27, 2001) (voiding deed issued pursuant to invalid power of attorney).

Under Section 13.1 of the LDA, Poko agreed that the properties would be used for redevelopment, not for speculation. Under Section 13.2(A), Poko agreed not to transfer the properties prior to the completion of the improvements without the prior written consent of the Agency. The process for receiving Agency written consent, as set forth in Section 13.2(D), requires that the Agency make certain findings with regard to a proposed transferee before it can give its consent. Again, these are not simply LDA requirements—General Statutes § 8-137 requires these as components of any redevelopment contract. These requirements enable the Agency to ensure that a qualified redeveloper will work to carry out the redevelopment plan.

These LDA provisions establish that ILSR, as an assignee and successor in interest to Poko, lacked the authority to transfer the properties without first obtaining written approval from the Agency. ILSR did not obtain written approval from the Agency before conveying the properties to WSOF. Therefore, the conveyance to WSOF is void.

Because WSOF's purchase of the properties is void, the Milligan Defendants' subsequent encumbrances, by extension, are also void. Specifically, the Collateral Assignment, the Komi

Mortgages, and the Lease between WSOF and Komi, cannot be deemed to be legal and effective when ILSR lacked the authority to convey the Properties to WSOF in the first place.

3. The Mortgage Securing The $5.8 Million Loan Has Been Released, And The Underlying Debt Has Been Fully Satisfied.

A satisfied mortgage not formally released on the land records is not an encumbrance. *See Town of Clinton v. Town of Westbrook*, 38 Conn. 9, 13 (1871); *accord New Haven Sav. Bank v. Warner*, 128 Conn. 662, 666 (1942). CCR executed the Release of the $5.8M MC Credit mortgage on the properties and delivered it to Milligan. That Milligan has not recorded the Release is of no moment. *See Cap. One, N.A. v. Hutchins-Orsi*, 2012 WL 5476878, at *3 (Conn. Super. Ct. Oct. 16, 2012) (observing that partial release of mortgage would be "fully binding" between parties "even though it was not recorded"); *see also* Ex. 88 (Comment 1). CCR has made clear that the debt underlying that same $5.8M mortgage has been fully satisfied and discharged. Consistent with CCR's uncontroverted affidavit, this Court should declare that the $5.8M mortgage has been released and fully satisfied, is of no force and effect, and is no longer an encumbrance on the properties.

4. WSOF Is Not The Redeveloper Under The LDA, Komi Is Not A Lender Under the LDA, But WSOF Is Bound By The Restrictive Covenants of the LDA.

As noted above, Section 13.2 of the LDA sets forth the process for receiving Agency written consent before property transfers. It requires that the Agency make certain findings with regard to a proposed transferee under Section 13.2(D). But, Section 13.2(D) also binds transferees to the obligations of the LDA even if such transferees have not assumed the obligations of redeveloper. Section 13.2(D) makes clear that no transfer of, or change with respect to, ownership, or any part or interest therein, shall limit any of the Agency's rights or remedies or controls provided in, or resulting from, the LDA with respect to the Project Site.

Here, neither Milligan nor ILSR provided Plaintiffs with any documentation to enable the Agency to make the findings regarding the qualifications and character of the proposed transferee. Indeed, the Milligan Defendants have yet to submit any such information. In short, WSOF is not a Redeveloper because it has not been approved as a Redeveloper.

The same is true of Komi's purported status as a lender, as CCR has already recognized. *See* CCR's Answer ¶ 102. Initially, Komi is not in fact a lender because the Collateral Assignment is a fiction, as the underlying debt was discharged before it was purportedly assigned. Moreover, Komi's additional mortgages are void because they are derivative of the unauthorized transfer to WSOF. Finally, the lender rights Komi was attempting to claim were intended for a bona fide arms-length project lender, not for an entity that is controlled by the same individual who owns the entity that owes the debt.

At the same time, Milligan purchased the properties with full knowledge of the existence and parameters of the LDA and Amended LRA. While the Milligan Defendants have refused to be bound by the LDA, or to comply with its obligations, the Milligan Defendants do not have that luxury. Such a position would be akin to a property owner taking title to a parcel subject to an easement, but refusing to honor that easement. Accordingly, while WSOF is not the recognized Redeveloper under the LDA and Komi is not a recognized lender, WSOF is bound by the obligations and covenants in the LDA, as well as those in the LRA and Amended LRA.

IV. CONCLUSION AND REQUESTED RELIEF.

For the foregoing reasons, Plaintiffs respectfully request that the Court enter summary judgment as to liability on all counts, against Defendants, and enter an order consistent with that outlined in Plaintiffs' motion. Given the complicated nature of this case, Plaintiffs respectfully request that the Court refrain from entering any order of damages or specifically granting the requested relief, which should and can be decided at a later time.

THE PLAINTIFFS,

REDEVELOPMENT AGENCY OF THE CITY OF NORWALK

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CERTIFICATION OF SERVICE

The undersigned hereby certifies that on April 1, 2021 a copy of the foregoing was filed electronically through the Court's Electronic Filing System and served by electronic means via email transmission on the following counsel of record:

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APPENDIX A

INDEX OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT EXHIBITS

EXHIBIT NO.	DESCRIPTION
1.	Excerpts of Temporary Injunction Hearing Transcript, dated December 10, 2018
2.	2004 Redevelopment Plan
3.	Wall Street Development Plan Request For Qualifications
4.	Letter to Ken Olson from Gerald Foley, dated February 4, 2005
5.	Land Disposition & Development Agreement, dated November 14, 2007
6.	Quit Claim Deed, dated October 31, 2008
7.	Excerpts of Temporary Injunction Hearing Transcript, dated December 11, 2018
8.	Loan Recognition Agreement, dated October 1, 2008
9.	Letter to Ken Olson, dated January 22, 2010
10.	Amendment of the Loan Recognition Agreement, dated July 31, 2015
11.	Warranty Deed, dated July 21, 2015
12.	MC Credit LLC Open-End Mortgage Deed and Security Instrument, dated July 31, 2015
13.	Guaranty of Payment and Performance, dated July 31, 2015
14.	MC Credit LLC Participation and Servicing Agreement, dated July 31, 2015
15.	Excerpts of Etan Slomovic deposition, dated February 4, 2020
16.	Assignment of Mortgage Loan Documents, dated August 9, 2016
17.	Complaint, *CC Rivington, LLC v. Olson,* FST-CV16-6030255-S, dated October 24, 2016
18.	Excerpts of John Salib Deposition, dated February 22, 2019

EXHIBIT NO.	DESCRIPTION
19.	Email from Aviva Yakren regarding Wall Street Place - Phase 2 Property, dated May 30, 2018
20.	Norwalk Common Council Meeting Minutes, dated July 14, 2020
21.	Norwalk Zoning Commission Meeting Minutes, dated January 7, 2021
22.	Email chain regarding Introduction regarding property in CT, dated May 3, 2017
23.	Email chain regarding Wall Street-POKO / Castellan Properties, dated February 1, 2018
24.	Email chain regarding Wall St, dated April 3, 2018
25.	Email chain regarding Wall St - Castellan - Letter of Intent (S7127918) (04.25.18), dated April 30, 2018
26.	Excerpts of Meghan Gallagher deposition, dated February 8, 2021
27.	Email chain regarding contact info, dated April 26, 2018
28.	Email chain regarding Wall St - Castellan - Letter of Intent (S7127918) (04.25.18), dated April 27, 2018
29.	Text Messages, dated April 30, 2018 - May 8, 2018
30.	Email chain regarding Poko phase II offer & 22 Leonard St, dated May 4, 2018
31.	Excerpts of Meghan Gallagher deposition, dated February 22, 2021
32.	Email chain regarding Poko Contract, dated May 7, 2018
33.	Email chain regarding Phase 2 -- LDA, dated May 8, 2018
34.	Email chain regarding PH II PHI ENVIRON RPT, dated May 9, 2018
35.	Text Messages, dated May 9, 2018 - May 31, 2018
36.	Email chain regarding contracts, dated May 14, 2018
37.	Email chain regarding Time!!, dated May 14, 2018
38.	Email chain regarding LDA sections, dated June 17, 2018
39.	Email chain regarding Phase II - Draft Closing Documents, dated May 30, 2018

EXHIBIT NO.	DESCRIPTION
40.	Letter from Thomas Katon regarding Sale of Phase 2 Property by ILSR Owners, LLC, dated May 15, 2018
41.	Letter from Marc Grenier and Mario Coppola to ILSR Owners, LLC, dated May 25, 2018
42.	Email chain regarding Phase 2 - LDA, dated May 30, 2018
43.	Email chain regarding CC Rivington/Olson Parties - Revised Settlement Agreement, dated May 30, 2018
44.	Excerpts of Jason Milligan deposition, dated January 23, 2020
45.	Text Message, dated May 31, 2018
46.	Quit Claim Deeds, dated May 31, 2018
47.	Email chain regarding Citibank deeds / Polly at F.A., dated June 1, 2018
48.	Excerpts of videotaped testimony from Jason Milligan Deposition, dated January 23, 2020 (to be provided separately on a flash drive)
49.	Email chain regarding Wall St, dated June 2, 2018
50.	Email chain regarding Loan Participation Agreement, dated May 31, 2018
51.	Purchase and Sale Agreement, dated May 2018
52.	City Tax Assessor's Card for 23 Isaacs Street, dated June 27, 2018
53.	Amendment to the Purchase and Sale Agreement, dated May 2018
54.	Release of Mortgage Assignment of Leases and Financing Statement, dated May 30, 2018
55.	Affidavit of Joel Hammer, dated November 12, 2020
56.	Collateral Assignment of Mortgage, dated May 31, 2018
57.	Settlement Agreement, dated May 30, 2018
58.	Participation Agreement, dated May 31, 2018
59.	Email chain regarding MC Credit original Phase II Note, dated July 2, 2018

EXHIBIT NO.	DESCRIPTION
60.	Komi Mortgage Deeds, dated May 31, 2018
61.	Letter from Marc Grenier and Mario Coppola to ILSR Owners, LLC, dated June 1, 2018
62.	Email chain regarding Poko II notice of default?, dated June 14, 2018
63.	Email chain regarding LDA sections, dated June 19, 2018
64.	Letter from Timothy Sheehan to ILSR Owners, LLC and Wall Street Opportunity Fund, LLC, dated July 6, 2018
65.	Email chain regarding Milligan mortgage mod, dated June 6, 2018
66.	Email chain regarding Loan Modification, etc., dated June 8, 2018
67.	Email chain regarding Isaac/Wall Street Purchases - Norwalk , dated June 4, 2018
68.	Email chain regarding Poko II notice of default?, dated June 14, 2018
69.	Email chain regarding LDA sections, dated June 17, 2018
70.	Email chain regarding Poko CC Rivington - Loan Modification, etc., dated June 20, 2018
71.	Email chain regarding Isaac/Wall Street K, dated June 11, 2018
72.	Email chain regarding Wall Street / Isaacs Street, Norwalk, dated June 21, 2018
73.	Email chain regarding MC Credit original Phase II Note, dated July 2, 2018
74.	Email chain regarding Poko II, dated June 28, 2018
75.	Email from Jason Milligan regarding Why Deed-in-Lieu is best for everyone, dated July 8, 2018
76.	Excerpts of Jason Milligan deposition, dated December 29, 2019
77.	Email chain regarding Poko II deeds, dated June 5, 2018
78.	Letter from Komi Ventures, LLC regarding POKO Phase II: Default and Deed-in-lieu transfer, dated July 5, 2018
79.	Email from Jason Milligan regarding POKO Phase II Deed in Lieu of Foreclosure, dated July 6, 2018

EXHIBIT NO.	DESCRIPTION
80.	Notice of Lease, dated June 27, 2018
81.	Notice of Zoning Violation: 97 Wall Street, dated October 26, 2018
82.	Email chain regarding Dentist, dated March 1, 2019
83.	Complaint, *Wall St Opportunity Fund, LLC v. City of Norwalk*, FST-CV20-6046643-S, dated April 10, 2020
84.	Withdrawal, *Wall St Opportunity Fund, LLC v. City of Norwalk*, FST-CV20-6046643-S, dated December 31, 2020
85.	Affidavit of Brian Bidolli, dated April 1, 2021
86.	Text message from Jason Milligan to Laoise King about her not being a Christian, dated February 11, 2020
87.	Proposed Wall Street Place Site Plan Modification, dated February 11, 2016
88.	Standard 18.4 - Irregularities and Discrepancies in Releases of Mortgages and Other Documents

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APPENDIX B

INDEX OF RELATED LAWSUITS BY ENTITIES AFFILIATED WITH JASON MILLIGAN, SUBMITTED IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

Case Name	Case Number / Commencement Date	Nature of Claims	Status
IJ Group., LLC v. Municipal Holdings, LLC	FST-CV19-6041541-S Case Filed: 5/10/19	Injunctive and Declaratory Relief to Prevent Phase I Redevelopment	Pending
IJ Group., LLC v. City of Norwalk	FST-CV19-6044650-S Case Filed: 4/26/19	Declaratory Judgment, Slander of Title, Fraud, Fraudulent Nondisclosure, and Civil Conspiracy Regarding Adoption of 2019 Redevelopment Plan	All Claims Against Governmental Entities Stricken On Immunity Grounds Except Declaratory Judgment
IJ Group., LLC v. City of Norwalk	FST-CV20-6046302-S Case Filed: 3/19/20	Declaratory Judgment Action Regarding Wall Street Place Easement	Motion to Strike Pending (Without Response) Since October 27, 2020
Wall St Opportunity Fund LLC v. City of Norwalk	FST-CV20-6046643-S Case Filed: 4/21/20	Abuse of Process Related to Plaintiffs' Actions in the Present Case	Withdrawn After Motion to Strike Without Response
IJ Group. Oz, LLC v. City of Norwalk Zoning Comm'n	FST-CV21-6050253-S Case Filed: 2/3/21	Appeal of Site Plan Approval for Phase I Redevelopment	Pending