

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

CSCJ INVESTMENTS, LTD.,
41 S. High Street
Suite 2800
Columbus, OH 43215

Plaintiff,

vs.

TIMOTHY P. GALVIN SR.,
1123 Goodale Blvd., Suite 500
Columbus, OH 43212

and

EDINGTON ON FIRST LLC,
c/o Timothy P. Galvin, Statutory Agent
1123 Goodale Blvd., Suite 500
Columbus, OH 43212

and

BREXTON CONSTRUCTION, LLC,
c/o Timothy P. Galvin, Statutory Agent
1123 Goodale Blvd., Suite 500
Columbus, OH 43212

Defendants.

Case No.: _____

Judge: _____

COMPLAINT FOR MONEY DAMAGES

Now comes Plaintiff, CSCJ Investments, LTD. (“Plaintiff”), an Ohio limited liability company, by through its undersigned counsel, and for its Complaint against the named Defendants, hereby alleges and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a limited liability company formed under and subject to the laws of Ohio, registered in good standing with the Ohio Secretary of State, and headquartered in Franklin County, Ohio.

2. Defendant Timothy P. Galvin Sr. (“Galvin”) is the principal owner of Stranger Things on First, LLC, an Ohio limited liability company (“STOF”), and as alleged in greater detail below, its controlling person.

3. Defendant Edington on First LLC (“EOF”) is a limited liability company formed under and subject to the laws of Ohio, registered as such with the Ohio Secretary of State, and headquartered in Ohio.

4. Defendant Brexton Construction, LLC (“Brexton”) is a limited liability company formed under and subject to the laws of Ohio, registered as such with the Ohio Secretary of State, and headquartered in Ohio.

5. Defendant Galvin is the sole owner of STOF, majority owner of EOF, and is the sole or majority owner of Defendant Brexton.

6. The events giving rise to this Complaint and each claim asserted herein occurred in Franklin County, Ohio. This Court has jurisdiction over the parties and their dispute, and venue is proper in Franklin County, Ohio.

FIRST COUNT – BREACH OF PROMISSORY NOTE/ALTER EGO

(Against All Defendants)

7. Plaintiff hereby incorporates all of its allegations set forth above as if fully reinstated herein.

8. On or about November 15, 2019, STOF executed a Promissory Note through its principal, Galvin, in the original principal amount of one hundred fifty thousand dollars (\$150,000) with an interest rate of twelve percent (12%) per annum for the balance of the loan, in favor of Plaintiff.

9. A true and accurate copy of the executed Promissory Note is attached hereto as Exhibit 1.

10. Defendant EOF is the owner of certain premises, The Edington (“The Edington”), having the address of 1578 West First Avenue Grandview Heights, OH 43212 which is the site of a mixed use real estate development project completely controlled by Galvin.

11. Galvin solicited Plaintiff’s loan to STOF as a way to obtain “equity” in The Edington as security for the debt represented by the Promissory Note.

12. All Defendants represented to Plaintiff that STOF’s ability to repay the Promissory Note was intertwined with, and arising from, Galvin’s anticipated success in developing and/or selling units through EOF.

13. For instance, the “Investor Package” used to elicit Plaintiff’s execution of the Promissory Note described Plaintiff’s “investment” by way of the Promissory Note as part of the “Equity Needed” to develop The Edington, and described the anticipated return on Plaintiff’s “investment” as “paid upon each condominium sale” at The Edington.

14. During a post-judgment deposition, Galvin testified that STOF was a single purpose entity of which he is/was the sole owner and that he used solely to collect and transfer funds from investors. A transcript of the deposition testimony of Galvin is attached as Exhibit 2.

15. STOF never held any assets with the exception of funds received for promissory notes that were immediately disbursed; and STOF was never used for any business operations.

16. Instead, as Plaintiff later discovered during Galvin's post judgment deposition, STOF almost immediately transferred the money received from Plaintiff to procure assets not titled to STOF but were instead titled to Defendant EOF. *See* Galvin Depo. at 12:17-12:21. Galvin was unable to recall exactly when he transferred the Promissory Note funds from STOF to EOF without consideration.

17. Galvin further testified that he is one of three members of EOF, holding the largest individual share and that he personally transferred the Promissory Note funds received from Plaintiff to EOF and/or himself. Galvin Depo. at 16:9-16:21.

18. Galvin, without informing Plaintiff, transferred the funds received from Plaintiff, without consideration, to EOF and used the funds to purchase the Edington and to pay his other entity, Brexton, for the development the Edington.

19. Galvin was unable to identify any corresponding accounting, recording, or note associated with the consideration free transfer from STOF to EOF and he never informed Plaintiff of the transfer.

20. Under Galvin's control and direction, EOF engaged Brexton to construct the real estate development project.

21. EOF overcompensated Brexton for construction work and/or paid Brexton for work not completed with the funds received from Plaintiff.

22. EOF made the payments to Brexton with the purpose and intent of defrauding Plaintiff by avoiding repayment of the Promissory Note all while retaining the funds that should be allocated to repayment within other entities controlled by Galvin.

23. Throughout the process, Galvin's email communications to Plaintiff in connection with the Promissory Note described Plaintiff as an "Edington Investor" and/or "Edington on First

Investor” and/or “Edington Owner” rather than as a lender to STOF, and included progress reports on construction and permitting, concerning the development and construction of The Edington, and later, progress reports on a lawsuit filed by EOF, captioned *Edington on First LLC v. West Bend Mut. Ins. Co.*, Franklin County Common Pleas Case No. 23-cv-007200, which was removed to federal court.

24. A fire at the Edington delayed the real estate development project and potential insurance proceeds are at the center of the above referenced lawsuit.

25. When Plaintiff inquired of Defendant Galvin when payments would begin to be made on the Promissory Note, and/or why the Promissory Note was not paid promptly at maturity, Defendant Galvin and/or his staff responded that sales by EOF, of units at The Edington were not occurring as quickly as Defendants hoped, but that Plaintiff’s loan would be repaid after more units at The Edington had sold.

26. In March 2024, Galvin confirmed by email that Plaintiff’s “Edington Note”—a phrase Defendants used to describe the Promissory Note—was entitled to \$80,317.94 in loan interest, in addition to the principal amount of the debt.

27. By April 2024, Galvin emailed Plaintiff to report, *inter alia*, that “Edington is not presently in a place to estimate when distributions will be made to the members, and by extension, [STOF] cannot make a commitment at this time. Estimating a date for payment to the investors at this time is too speculative ... I have personally loaned more than an additional \$500,000 to [STOF] to help fund this project and have been utilizing corporate resources to help ... close out this project. *** I will continue to vigorously ... work to close out this project so that you and the other investors will be paid what is owed.”

28. As demonstrated by the Defendants' representations and communications quoted herein, and others, Defendant Galvin exercised complete control over STOF, EOF, and Brexton, and commingled their funds and other resources to facilitate Defendants' development of The Edington. Galvin also freely commingled the "corporate" Defendants' funds with his personal assets.

29. On January 30, 2025, Plaintiff was awarded judgment against STOF in the amount of \$150,000 plus interest accruing at 12 percent per annum from November 15, 2019.

30. Because Galvin purposefully undercapitalized STOF and immediately transferred all funds away from STOF without consideration and without declaring any method for disbursements back to STOF, Plaintiff is left with not ability to collect upon the judgment despite the Promissory Note investment having been converted to revenue and/or assets that have been retained by EOF and/or distributed to Galvin or Brexton.

31. Galvin used STOF solely as a fraudulent intermediary to ensure that Galvin could transfer money to himself without any of the promissory notes being paid and to ensure that Plaintiff would have no recourse related to the Promissory Note – and he testified to that effect stating "I don't believe there's a stipulation one way or the other" when asked if he will transfer funds to himself prior to repaying the Promissory Note.

32. Galvin has consistently refused to disclose the other members of EOF, in a continuing effort to prevent discovery of the identities of the John Doe defendants, in order to improperly obstruct efforts to pursue recovery for failure to honor the Promissory Note.

33. Galvin testified in deposition that he does not know of any scenario or event that would result in a distribution from EOF to STOF, and instead claimed that the Promissory Note has no guaranty of re-payment and might never be repaid, presumably even if Defendants reap

enormous profits from their attempted development of The Edington. Galvin further testified that the Promissory Note, even if repaid, would likely only be partially repaid, without explaining why. Galvin Depo. at 27:9-27:14.

34. Galvin operated STOF, EOF and Brexton as a single consolidated enterprise, and used the funds contributed by Plaintiff pursuant to the Promissory Note for his personal benefit and the benefit of his other affiliated entities, after fraudulently transferring those funds away from STOF to avoid repayment of the Promissory Note.

35. Galvin has received revenues by and through sales of units of the Edington, yet willfully refuses to make distributions back to STOF, thereby depriving STOF's creditors of funds that rightfully belong to STOF and would properly be used to repay Plaintiff and other STOF creditors.

36. Galvin has used his total control over STOF to collect project revenues through EOF and transfer those revenues to Brexton and himself, all while ensuring that STOF is undercapitalized to avoid exposure to collections efforts that could result in repayment of the Promissory Note.

37. Defendant Galvin exercised complete domination and total control over STOF, EOF and Brexton, and failed to observe corporate formalities in their funding and operations, to the extent that each of the Defendants were fundamentally indistinguishable and interchangeable, and were used as sham entities to conceal Galvin's improper and illegal transfers of funds.

38. Defendants worked in concert, and were the agents and alter egos of one another along with STOF, with regard to the development, construction, sales, and management of The Edington project.

39. To date, Galvin has made no attempt to make any payment on the Promissory Note and disregarded the judgment against STOF.

40. Galvin committed a fraudulent and/or illegal act by using STOF as a sham entity with the sole purpose of immunizing himself, EOF and Brexton from repayment of the Promissory Note and the collection efforts of Plaintiff.

41. Galvin committed fraudulent and/or illegal act by transferring assets from STOF to EOF and then to himself and Brexton without receiving a reasonably equivalent value and wholly undercapitalizing STOF, using the entities in a shell game to defraud investors.

42. Galvin's fraudulent and/or illegal acts have allowed him to retain cash and other assets without repayment of the long overdue Promissory Note, thereby successfully defrauding Plaintiff and other investors.

43. Accordingly, Defendant Galvin has committed egregiously improper and inequitable acts, justifying the nullification of any and all legal fictions that might protect him and/or the Defendants from joint and several liability for STOF's complete failure to honor its obligations under the Promissory Note, and its failure to pay that Note at maturity, including the "corporate veil" otherwise granted to LLC members and owners. Accordingly, Plaintiff should be granted judgment against all the Defendants in an amount sufficient to compensate them for Defendants' misconduct, including the judgment already granted to Plaintiff.

SECOND COUNT – FRAUDULENT TRANSFER (O.R.C. 1336.04)

(Against All Defendants)

44. Plaintiff hereby incorporates all of the allegations set forth above as if fully restated herein.

45. Plaintiff lent funds to STOF in accordance with the Promissory Note and STOF immediately transferred the funds to EOF in exchange for no consideration and then EOF invested those funds in real property and improvements thereon.

46. Galvin created STOF as a sham entity with the sole purpose of defrauding Plaintiff and other creditors.

47. Galvin transferred the funds from STOF to EOF with the sole intent and purpose of ensuring that Plaintiff would not be repaid in accordance with the Promissory Note.

48. STOF intended to, and did, incur debts it knew it could not repay as it took in funds through promissory notes and immediately transferred the borrowed funds, in hopes that STOF would not be able to repay the Promissory Note or the other debts incurred by STOF.

49. EOF has retained the benefits of the Promissory Note and currently retains assets derived from the proceeds of the Promissory Note yet still refuse to distribute assets to STOF, long after the Promissory Note has become due, such that Plaintiff has no means of re-payment.

50. EOF has earned revenue through the sale of units of the Edington and has refused to allocate the revenue to the repayment of the long overdue Promissory Note.

51. Galvin has complete control over all Defendant entities; he concealed the transfer; he retains possession of the funds and/or the assets derived from the Promissory Note funds; and the transfer made by Galvin included all of the assets owned by STOF.

52. EOF has instead fraudulently transferred the revenue to Galvin and Brexton through Galvin's complete control of all three entities.

53. Because Galvin concealed the relationship of the entities EOF, STOF, and Brexton, and his personal control of asset transfers between the two and to himself, Plaintiff was

unable to discover the fraudulent activity described herein until 2025, when Galvin's deposition was taken.

54. Accordingly, this Court should grant judgment in favor of Plaintiff and against all Defendants, jointly and severally, for an amount sufficient to compensate Plaintiff for Defendants' fraudulent transfer(s).

THIRD COUNT – UNJUST ENRICHMENT

(Against All Defendants)

55. Plaintiff hereby incorporates all of the allegations set forth above as if fully restated herein.

56. Plaintiff conferred a benefit upon all Defendants by providing them with the funds described in the Promissory Note.

57. All Defendants were aware of the benefit conferred by Plaintiff, because Galvin wholly or substantially controls STOF and all the Defendants, and has used the funds contributed by Plaintiff for the benefit of all Defendants.

58. The Defendants' retention of Plaintiff's funds is unjust as they have been able to profit from The Edington project while completely disregarding the obligations of the Promissory Note, through Galvin's improper movement of Plaintiff's funds through shell games.

59. As a result of the Defendant's unjust enrichment, Plaintiff has been damaged in amount to be determined at trial but believed to exceed \$230,000.

WHEREFORE, Plaintiff demands:

- a. Compensatory Damages in an amount to be determined at trial, but reasonably believed to be in excess of \$230,000, from each and every named Defendant, jointly and severally;
- b. Punitive damages in an amount to be determined at trial;

- c. Attorney's fees and costs incurred resulting from Defendant's conduct, as may be permitted by Ohio law; and
- d. Any other relief this Court deems just and proper, or to which Plaintiff is entitled.

Respectfully submitted,

SIKORA LAW LLC

/s/ George H. Carr

George H. Carr (0069372)

Gail C. Hersh, Jr. (0058654)

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Counsel for Plaintiff CSCJ Investments LLC

Exhibit I**NOTE**

Columbus, Ohio

November 15, 2019

PROMISE TO PAY: For value received, the undersigned Borrower promises to pay to the order of Lender the Principal Amount, together with interest on the unpaid balance of such amount, in lawful money of the United States of America, in accordance with all the terms, conditions, and covenants of this Note and the Loan Documents identified below.

BORROWER: Stranger Things on First, LLC

BORROWER'S ADDRESS: c/o Tim Galvin, Manager
1123 Goodale Avenue Suite 500
Columbus OH 43212

LENDER: CSCJ Investments, LLC / Chris Hyer, Sole Member

LENDER'S ADDRESS:

PRINCIPAL AMOUNT: One Hundred Fifty Thousand Dollars (\$150,000, the "*Maximum Amount*"). The proceeds of the loan evidenced by this Note will be advanced in full on or before November 14th, 2019 prior to the Maturity Date;

INTEREST RATE: Twelve percent (12%) per annum for the balance of the Loan.

PAYMENT TERMS: Interest shall be paid in the manner specified in the Loan Document. All amounts outstanding under this Note, including accrued and unpaid interest, shall become due and payable upon the earlier to occur of (the "Maturity Date"); I; the sale by Borrower of each of 18 condominium units located in the project to be constructed known as The Edington, 1578 First Avenue, Columbus, Ohio or ii. Four (4) years after the date of this Note with two 1 (one) year extensions. Extensions may be exercised by Borrower upon 90 days notice prior to the expiration of the initial Maturity date or extension. Each payment will be credited first to accrued interest at the above stated Interest Rate and then to the reduction of principal in the amount of \$15,000 per unit. If a principal balance remains after the sale of the 18 condominium units, said balance will be paid to Lender. Examples attached as Exhibit A. Obligations outstanding under this Note, or any portion thereof, may be prepaid at any time without premium or penalty.

LOAN DOCUMENT: This Note by and among Borrower and Lender of even date herewith as any of the foregoing items may be modified or supplemented from time to time.

1. INTEREST PROVISIONS:

- (a) Rate: The principal balance of this Note from time to time remaining unpaid prior to maturity shall bear interest at the Interest Rate per annum stated above.

2. DEFAULT PROVISIONS:

- (a) EVENTS OF DEFAULT AND ACCELERATION OF MATURITY: UPON ONE OR MORE OF THE FOLLOWING EVENTS OCCURRING AND REMAINING UNCURED BY BORROWER AFTER HAVING BEEN PROVIDED WRITTEN NOTICE THEREOF AND AN OPPORTUNITY TO CURE, IF APPLICABLE, AS

PROVIDED BELOW, LENDER MAY ACCELERATE THE MATURITY OF THIS NOTE AND DECLARE THE ENTIRE UNPAID PRINCIPAL BALANCE AND ALL ACCRUED INTEREST AT ONCE DUE AND PAYABLE:


- (i) Any breach or default in the payment of principal or interest upon the Note when due and payable;
- (ii) Any breach or default, or threat of breach or default in writing under any Loan Document, by any party hereto or thereto other than Lender which has not been cured within thirty (30) days after written notice thereof to Borrower, provided, however that if the default is other than a monetary default and is of such a nature that it cannot be cured within such thirty (30) day period, so long as Borrower is exercising due diligence and good faith to cure such default, such thirty (30) day cure period shall be extended to a total of sixty (60) days;
- (iii) Any representation or warranty of Borrower contained in the Loan Document shall prove to have been incorrect or misleading when made, and continues to be incorrect or misleading for thirty (30) days after notice thereof;
- (iv) Borrower makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or other trustee with respect to Borrower or any substantial part of its property, or any person commences any action relating to Borrower under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or Borrower by any act indicates its consent to or approval of any trustee for Borrower or any substantial part of its property, or suffers any such receivership or trustee to continue undischarged;
- (v) The commencement against Borrower of any bankruptcy or insolvency proceeding which is not dismissed within sixty (60) days of the commencement; or
- (b) Non-Waiver by Lender: Any previous extension of time, forbearance, failure to pursue any remedy, acceptance of late payments, or acceptance of partial payment by Lender, before or after maturity, does not constitute a waiver by Lender of its subsequent right to strictly enforce the collection of this Note according to its terms.
- (c) Other Remedies Not Required: Lender shall not be required to first file suit, exhaust all remedies, or enforce its rights against any security in order to enforce payment of this Note.

3. MISCELLANEOUS PROVISIONS:


- (a) Subsequent Holder: All references to Lender in this Note shall also refer to any subsequent owner or holder of this Note by transfer, assignment, endorsement, or otherwise, subject to the prior written consent of Lender.
- (b) Transfer: Borrower acknowledges and agrees that Lender may, upon notice to Borrower, transfer this Note subject to the conditions of transfer set forth in Section 3 (a) above.

- (c) Successors and Assigns: The provisions of this Note shall be binding upon and for the benefit of the successors, assigns, heirs, executors, and administrators of Lender and Borrower.
- (d) Modifications: Any modifications agreed to by Lender relating to the release of liability of any of the parties primarily liable for the payment of this Note, or relating to the release, substitution, or subordination of all or part of the security for this Note, shall in no way constitute a release of liability with respect to the other parties or security not covered by such modification.
- (e) Entire Agreement: Borrower warrants and represents that the Loan Document constitute the entire agreement between Borrower and Lender with respect to the loan evidenced by this Note and agrees that no modification, amendment, or additional agreement with respect to such loan or the advancement of funds thereunder will be valid and enforceable unless made in writing signed by both Borrower and Lender.
- (f) Borrower's Address for Notice: All notices required to be sent by Lender to Borrower shall be sent by U.S. Mail, postage prepaid, to Borrower's Address for Notice stated on the first page of this Note, until Lender shall receive written notification from Borrower of a new address for notice.
- (g) Lender's Address for Payment: All sums payable by Borrower to Lender shall be paid at Lender's Address for Payment stated on the first page of this Note, or at such other address as Lender shall designate from time to time.
- (h) Business Use: Borrower warrants and represents to Lender that the proceeds of this Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family, or household purposes.
- (i) Waiver of Jury Trial. Each of the parties hereto irrevocably and unconditionally waives all right to trial by jury in any action, proceeding or counterclaim (whether based in contract, tort or otherwise) arising out of or relating to this Agreement, the Loan Documents or the actions of the parties hereto in the negotiation, administration, performance and enforcement thereof.
- (j) APPLICABLE LAW: THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF OHIO AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN OHIO. **BORROWER:**

Stranger Things on First, LLC

By: 
Its: Timothy P. Galvin,
Manager

LENDER:



CSCJ Investments, LLC / Chris Hyer, Sole Member

EXHIBIT A (Page 1 of 2)**EXAMPLE OF RETURN****INVESTOR RUN 2 YEAR PROJECTION**

INVESTOR RUN 2 YEAR PROJECTION (Year 1 construction; year 2 sales)											
<i>These projections are made as of the report date and are based upon the stated assumptions herein. The actual results achieved may vary favorably or unfavorably from the projections presented. Unit sale order will vary based on market demand.</i>											
Unit Sold	Sale Date	Unit #	Unit Type	Bed	Bath	SF	Sales Price	Equity Amount Pre Sale	Equity Paydown	Return Per Unit Sale	
1	Jan-21	201	A1 (2nd Floor) Front (end)	2	2	1,570	\$ 600,000	\$ 900,000	\$ 20,000	\$ 15,558	
2	Jan-21	202	D1 (2nd Floor)Front (middle)	2	2	1,964	\$ 705,000	\$ 880,000	\$ 20,000	\$ 15,213	
3	Jan-21	203	D1.1 (2nd Floor)Front (middle)	2	2	1,894	\$ 685,000	\$ 860,000	\$ 20,000	\$ 14,867	
4	Feb-21	204	A1 (2nd Floor) Front (end)	2	2	1,596	\$ 600,000	\$ 840,000	\$ 20,000	\$ 14,521	
5	Feb-21	205	B1 (2nd Floor) Back (end)	2	2	1,560	\$ 565,000	\$ 820,000	\$ 20,000	\$ 14,175	
6	Feb-21	206	C1.1 (2nd Floor) Back	2	2	1,300	\$ 465,000	\$ 800,000	\$ 20,000	\$ 13,830	
7	Mar-21	207	C1 (2nd Floor) Back (middle)	2	2	1,304	\$ 465,000	\$ 780,000	\$ 20,000	\$ 13,484	
8	Mar-21	208	C1.1 (2nd Floor) Back	2	2	1,300	\$ 465,000	\$ 760,000	\$ 20,000	\$ 13,138	
9	Apr-21	209	B1 (2nd Floor) Back (end)	2	2	1,550	\$ 565,000	\$ 740,000	\$ 20,000	\$ 12,792	
10	Apr-21	301	A1 (3rd Floor) Front (end)	2	2	1,570	\$ 640,000	\$ 720,000	\$ 20,000	\$ 12,447	
11	May-21	302	D1 (3rd Floor) Front (middle)	2	2	1,964	\$ 740,000	\$ 700,000	\$ 20,000	\$ 12,101	
12	Jun-21	303	D1.1 (3rd Floor) Front (middle)	2	2	1,894	\$ 720,000	\$ 680,000	\$ 20,000	\$ 11,755	
13	Jul-21	304	A1 (3rd Floor) Front (end)	2	2	1,596	\$ 640,000	\$ 660,000	\$ 20,000	\$ 11,409	
14	Aug-21	305	B1 (3rd Floor) Back (end)	2	2	1,560	\$ 595,000	\$ 640,000	\$ 20,000	\$ 11,064	
15	Sep-21	306	C1.1 (3rd Floor) Back	2	2	1,300	\$ 490,000	\$ 620,000	\$ 100,000	\$ 10,718	
16	Oct-21	307	C1 (3rd Floor) Back (middle)	2	2	1,304	\$ 490,000	\$ 520,000	\$ 155,000	\$ 8,989	
17	Nov-21	308	C1.1 (3rd Floor) Back	2	2	1,300	\$ 490,000	\$ 365,000	\$ 155,000	\$ 6,310	
18	Dec-21	309	B1 (3rd Floor) Back (end)	2	2	1,550	\$ 595,000	\$ 210,000	\$ 210,000	\$ 3,630	
									\$ 900,000	\$ 216,000	
										Total Investor Return	\$ 216,000
										Total % Investor Return	24.00%
										Avg Annual % Investor Return	12.0%
<i>These projections are made as of the report date and are based upon the stated assumptions herein. The actual results achieved may vary favorably or unfavorably from the projections presented. Unit sale order will vary based on market demand</i>											

EXHIBIT A (Page 2 of 2)

EXAMPLE OF RETURN

INVESTOR RUN 3 YEAR PROJECTION



INVESTOR RUN 3 YEAR PROJECTION (Year 1 construction; year 2 and 3 sales)										
<i>These projections are made as of the report date and are based upon the stated assumptions herein. The actual results achieved may vary favorably or unfavorably from the projections presented. Unit sale order will vary based on market demand.</i>										
Unit Sold	Sale Date	Unit #	Unit Type	Bed	Bath	SF	Sales Price	Equity Amount Pre Sale	Equity Paydown	Return Per Unit Sale
1	Jan-21	201	A1 (2nd Floor) Front (end)	2	2	1,570	\$ 600,000	\$ 900,000	\$ 15,000	\$ 22,268
2	Jan-21	202	D1 (2nd Floor) Front (middle)	2	2	1,964	\$ 705,000	\$ 885,000	\$ 15,000	\$ 21,897
3	Jan-21	203	D1.1 (2nd Floor) Front (middle)	2	2	1,894	\$ 685,000	\$ 870,000	\$ 15,000	\$ 21,526
4	Apr-21	204	A1 (2nd Floor) Front (end)	2	2	1,596	\$ 600,000	\$ 855,000	\$ 15,000	\$ 21,155
5	May-21	205	B1 (2nd Floor) Back (end)	2	2	1,560	\$ 565,000	\$ 840,000	\$ 15,000	\$ 20,784
6	Jun-21	206	C1.1 (2nd Floor) Back	2	2	1,300	\$ 465,000	\$ 825,000	\$ 15,000	\$ 20,412
7	Jul-21	207	C1 (2nd Floor) Back (middle)	2	2	1,304	\$ 465,000	\$ 810,000	\$ 15,000	\$ 20,041
8	Sep-21	208	C1.1 (2nd Floor) Back	2	2	1,300	\$ 465,000	\$ 795,000	\$ 15,000	\$ 19,670
9	Nov-21	209	B1 (2nd Floor) Back (end)	2	2	1,550	\$ 565,000	\$ 780,000	\$ 15,000	\$ 19,299
10	Jan-22	301	A1 (3rd Floor) Front (end)	2	2	1,570	\$ 640,000	\$ 765,000	\$ 15,000	\$ 18,928
11	Mar-22	302	D1 (3rd Floor) Front (middle)	2	2	1,964	\$ 740,000	\$ 750,000	\$ 15,000	\$ 18,557
12	Apr-22	303	D1.1 (3rd Floor) Front (middle)	2	2	1,894	\$ 720,000	\$ 735,000	\$ 15,000	\$ 18,186
13	Jun-22	304	A1 (3rd Floor) Front (end)	2	2	1,596	\$ 640,000	\$ 720,000	\$ 15,000	\$ 17,814
14	Jun-22	305	B1 (3rd Floor) Back (end)	2	2	1,560	\$ 595,000	\$ 705,000	\$ 15,000	\$ 17,443
15	Aug-22	306	C1.1 (3rd Floor) Back	2	2	1,300	\$ 490,000	\$ 690,000	\$ 125,000	\$ 17,072
16	Oct-22	307	C1 (3rd Floor) Back (middle)	2	2	1,304	\$ 490,000	\$ 565,000	\$ 175,000	\$ 13,979
17	Nov-22	308	C1.1 (3rd Floor) Back	2	2	1,300	\$ 490,000	\$ 390,000	\$ 175,000	\$ 9,649
18	Dec-22	309	B1 (3rd Floor) Back (end)	2	2	1,550	\$ 595,000	\$ 215,000	\$ 215,000	\$ 5,320
									\$ 900,000	\$ 324,000
Total Investor Return										\$ 324,000
Total % Investor Return										36.00%
Avg Annual % Investor Return										12.0%
<i>These projections are made as of the report date and are based upon the stated assumptions herein. The actual results achieved may vary favorably or unfavorably from the projections presented. Unit sale order will vary based on market demand.</i>										

EXHIBIT

2

Page 1

IN THE COURT OF COMMON PLEAS

FRANKLIN COUNTY, OHIO

CSCJ INVESTMENTS, LTD.,

Plaintiff,

v.

Case No.

STRANGER THINGS ON FIRST, LLC,

24-CV-004541

ET AL.,

Defendant.

DEPOSITION OF TIMOTHY GALVIN

AS 30(B)(5) CORPORATE REPRESENTATIVE FOR

STRANGER THINGS ON FIRST, LLC

DATE: Thursday, April 17, 2025

TIME: 1:02 p.m.

LOCATION: Sikora Law, LLC

100 South 4th Street, Suite 100

Columbus, OH 43215

REPORTED BY: Savannah Deuer

JOB NO.: 7298687

<p style="text-align: right;">Page 6</p> <p>1 EXAMINATION</p> <p>2 BY MR. SHIELDS:</p> <p>3 Q And you said your name was Tim Galvin?</p> <p>4 A Yes.</p> <p>5 Q And who are you here representing today?</p> <p>6 A Stranger Things on First, LLC.</p> <p>7 Q All right. Mr. Galvin, have you had a</p> <p>8 deposition taken before?</p> <p>9 A Yes.</p> <p>10 Q Have you had one taken in this case before?</p> <p>11 A No.</p> <p>12 Q How many depositions have you had?</p> <p>13 A About maybe half a dozen. Maybe a dozen.</p> <p>14 Q Okay. So you're familiar with the general</p> <p>15 concepts and procedures. I'll just remind --</p> <p>16 A Yes.</p> <p>17 Q -- you, quickly, that we are trying to make</p> <p>18 a clean record today. So we ask that you respond in</p> <p>19 verbal responses, saying yes and no, rather than</p> <p>20 uh-huh or uh-uh.</p> <p>21 I ask that you let me finish my question</p> <p>22 before answering my question, so that we don't talk</p> <p>23 over each other, and the record can be clearer. If</p> <p>24 you need a break, if you need water, coffee, please</p> <p>25 let me know. I just ask that you either let me finish</p>	<p style="text-align: right;">Page 8</p> <p>1 A I'm not sure I -- I know what you mean by</p> <p>2 "facilitate funding."</p> <p>3 Q Did you enter into any promissory notes as</p> <p>4 your position at Stranger Things?</p> <p>5 A Yes.</p> <p>6 Q Okay. Is this a true and accurate copy of</p> <p>7 the Promissory Note that you entered into while you</p> <p>8 were the sole member at Stranger Things?</p> <p>9 A Yeah.</p> <p>10 MR. GUENTHER: And this has been marked</p> <p>11 as Exhibit 1. Right?</p> <p>12 (Exhibit 1 was marked for</p> <p>13 identification.)</p> <p>14 MR. SHIELDS: Correct.</p> <p>15 THE WITNESS: This -- this looks like a</p> <p>16 correct copy. Yes.</p> <p>17 BY MR. SHIELDS:</p> <p>18 Q Was that the only note that you entered into</p> <p>19 in your position at Stranger Things?</p> <p>20 A No.</p> <p>21 Q How many other notes did you enter into</p> <p>22 at -- using Stranger Things?</p> <p>23 A I don't know the exact number, but I'm going</p> <p>24 to say four or five.</p> <p>25 Q Do you know the amounts of those other</p>
<p style="text-align: right;">Page 7</p> <p>1 and provide your response, prior to us taking a break.</p> <p>2 Do you have any questions?</p> <p>3 A No.</p> <p>4 Q Ready to start. All right. So did you</p> <p>5 prepare for this deposition today?</p> <p>6 A I did not.</p> <p>7 Q Okay. What is your position with Stranger</p> <p>8 Things on First, LLC?</p> <p>9 A I'm the sole member.</p> <p>10 Q Okay. When was Stranger Things on First</p> <p>11 founded or created?</p> <p>12 A 2019.</p> <p>13 Q What was the purpose of the creation of</p> <p>14 Stranger Things?</p> <p>15 A The purpose was to enter into a partnership</p> <p>16 for a condominium project.</p> <p>17 Q Okay. Was your position, as sole member of</p> <p>18 Stranger Things, was it your full-time occupation?</p> <p>19 A No, it's a -- it was a single -- single</p> <p>20 purpose entity.</p> <p>21 Q Okay. Did you receive any compensation at</p> <p>22 Stranger Things?</p> <p>23 A No.</p> <p>24 Q No? In your capacity at Stranger Things,</p> <p>25 did you facilitate, you know, funding?</p>	<p style="text-align: right;">Page 9</p> <p>1 notes?</p> <p>2 A I do not, off the top of my head.</p> <p>3 Q Were they similar to this Note in that -- I</p> <p>4 guess in, number one, in the amount? This Note, if</p> <p>5 you see in principal amount, it says 150,000.</p> <p>6 Correct?</p> <p>7 A Some were similar and some were not.</p> <p>8 Q Could you provide to me, from the best of</p> <p>9 your recollection, what the other amounts were?</p> <p>10 A I -- honestly, I can't.</p> <p>11 Q Okay.</p> <p>12 A The -- the total amount of notes was</p> <p>13 \$900,000.</p> <p>14 Q Those were all received by Stranger Things?</p> <p>15 A Yes.</p> <p>16 Q Do you have any recollection of what order</p> <p>17 the notes were in, as in when you signed them?</p> <p>18 A I do not.</p> <p>19 Q This one says November 15, 2019. Do you</p> <p>20 have a recollection of whether this was the first or</p> <p>21 fifth?</p> <p>22 A I -- I don't.</p> <p>23 Q Okay. And once you received -- you -- did</p> <p>24 you receive the funds that are recorded on this Note?</p> <p>25 It says \$150,000.</p>

<p style="text-align: right;">Page 10</p> <p>1 A Yes.</p> <p>2 Q You received them. Who did you receive the</p> <p>3 \$150,000 from?</p> <p>4 A I don't recall.</p> <p>5 Q Okay. Do you remember what you did with the</p> <p>6 \$150,000, when it was received?</p> <p>7 A The money was used as equity for a</p> <p>8 commercial real estate multi-family project.</p> <p>9 Q Okay. When you received \$150,000, was it</p> <p>10 via a bank wire?</p> <p>11 A I don't recall if it was a paper check or a</p> <p>12 bank wire.</p> <p>13 Q Where would that money have gone? Into a</p> <p>14 checking account?</p> <p>15 A It would have gone into a bank account,</p> <p>16 whether checking or savings, I don't recall.</p> <p>17 Q Would that checking or savings account have</p> <p>18 been titled to Stranger Things?</p> <p>19 A Yes.</p> <p>20 Q Do you remember who that bank account was</p> <p>21 through?</p> <p>22 A I do not.</p> <p>23 Q How many bank accounts did Stranger Things</p> <p>24 have?</p> <p>25 A I think only two.</p>	<p style="text-align: right;">Page 12</p> <p>1 raised by the notes, to close a construction loan for</p> <p>2 a development project. So that -- that was the</p> <p>3 activity. From -- from there, there was no activity</p> <p>4 for three years.</p> <p>5 Q Okay. So \$900,000 came in to the Stranger</p> <p>6 Things --</p> <p>7 A Yes.</p> <p>8 Q -- account. And it -- was that \$900,000</p> <p>9 advertised to raise additional debt or additional</p> <p>10 funding?</p> <p>11 A I don't know what you mean by "additional."</p> <p>12 Q Did you raise more than \$900,000 from --</p> <p>13 A No.</p> <p>14 Q Okay. How long would it have stayed in the</p> <p>15 Stranger Things account, before it was transferred</p> <p>16 outward?</p> <p>17 A Not long.</p> <p>18 Q A day or immediately?</p> <p>19 A Well, I mean, I -- I don't recall when we</p> <p>20 collected all 900 of it. It wasn't all at one time.</p> <p>21 But it would have all gone out at one time.</p> <p>22 Q And where did it all go out to?</p> <p>23 A It went out to the construction lender.</p> <p>24 Q The construction lender?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q Are those still open?</p> <p>2 A One is open.</p> <p>3 Q Who were those bank accounts through?</p> <p>4 A So the one that is currently open is with</p> <p>5 Pathways Financial Credit Union.</p> <p>6 Q Do you remember if this Pathways Credit</p> <p>7 Union account was the one that received this \$150,000?</p> <p>8 A I don't recall.</p> <p>9 Q Do you remember who the other bank account</p> <p>10 was?</p> <p>11 A I don't recall.</p> <p>12 Q How many projects was Stranger Things</p> <p>13 involved with?</p> <p>14 A One.</p> <p>15 Q One</p> <p>16 A A single purpose entity.</p> <p>17 Q Okay. Did you keep accounting records for</p> <p>18 Stranger Things?</p> <p>19 A Yes.</p> <p>20 Q Financial statements?</p> <p>21 A I don't think there are financial statements</p> <p>22 because there's no activity, really, on the -- not</p> <p>23 much activity on the company.</p> <p>24 Q What would the activity be?</p> <p>25 A So the activity was for the initial equity,</p>	<p style="text-align: right;">Page 13</p> <p>1 Q And it went directly from the Stranger</p> <p>2 Things account to -- who's the construction lender?</p> <p>3 A It was -- they had their name changed.</p> <p>4 Mutual Federal was the construction lender.</p> <p>5 Q Would you have recorded that transaction on</p> <p>6 an income statement, or --</p> <p>7 A And there's no activity on the company, so</p> <p>8 we didn't do financials.</p> <p>9 Q Okay.</p> <p>10 A There's a QuickBooks file, for tax purposes</p> <p>11 only.</p> <p>12 Q Did you file a tax return for Stranger</p> <p>13 Things?</p> <p>14 A Yes.</p> <p>15 Q When?</p> <p>16 A 2020. 2020, 2021, and 2022, I believe.</p> <p>17 Q And I believe you said there was no</p> <p>18 additional funding beyond the \$900,000. Is that</p> <p>19 correct?</p> <p>20 A For the initial equity, that's correct.</p> <p>21 Q For the initial equity --</p> <p>22 A Yes.</p> <p>23 Q So it was transferred to Mutual Federal?</p> <p>24 A For the closing.</p> <p>25 Q In exchange for what?</p>

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<p style="text-align: right;">Page 14</p> <p>1 A In exchange for a loan and buying the ground 2 to do the project. 3 Q How much was received from the loan? 4 A What was the loan amount? 5 Q Correct. 6 A I believe that the loan amount was \$9 7 million. I don't -- I don't recall the exact amount, 8 but it was about \$9 million. 9 Q And where did the proceeds of the \$9 million 10 go to? 11 A To construct the project. 12 Q Could you describe the project? 13 A The project is a roughly, 58,000 foot -- 14 square foot, mixed use project, with 18 residential 15 condominium units, and roughly, 8,000 square feet of 16 commercial space. 17 Q You said roughly 58,000 square feet -- 18 A Yeah. 19 Q -- of residential, and 8,000 square feet of 20 commercial. 21 A It -- it's combined, 58,000, between the 22 two. 23 Q Okay. Total -- 24 A Total. 25 Q -- 58,000.</p>	<p style="text-align: right;">Page 16</p> <p>1 A It's a -- it's a member of an LLC. Stranger 2 Things is a member of another LLC. 3 Q And what LLC is that? 4 A It's the Eddington on First. 5 Q Are there other members? 6 A In the Eddington on First? 7 Q Correct. 8 A Yes. 9 Q Who are the other members? 10 MR. GUENTHER: Objection. Outside the 11 scope. 12 You can answer, if you can. 13 THE WITNESS: I -- I don't think it 14 matters who the other members are. I don't know that 15 I want to disclose that. 16 BY MR. SHIELDS: 17 Q Is there a monetary value attributed to the 18 ownership interest? 19 A We each put in equity, so yes. And the 20 equity we put into equals the percentage of our 21 interest in the LLC. Stranger Things on First has a 22 45 percent interest in the LLC. 23 Q Can you share with me how many other members 24 there are? 25 A Two.</p>
<p style="text-align: right;">Page 15</p> <p>1 A Yeah. 2 Q What is the current status of that project? 3 A That project is complete, and we've sold 17 4 of the units. There's -- the final unit is in 5 contract to be sold. And the retail space is in 6 contract to be sold. 7 Q Who are they under contract with? 8 MR. GUENTHER: I'm going to object. 9 This is outside the scope of the topics listed in 10 30(B)(5) Notice. 11 You can answer. 12 THE WITNESS: Yeah. Off the top of my 13 head, it's an individual, I don't know their name, for 14 the -- for the condominium unit. And for the retail 15 space, it's a limited liability company, and I don't 16 recall their name. 17 BY MR. SHIELDS: 18 Q Okay. What assets are held by Stranger 19 Things now? 20 A That's the only -- it's a single purpose 21 entity, so that's the only membership interest that it 22 owns, is in that property. 23 Q Is that property titled to Stranger Things? 24 A No. 25 Q How is that property --</p>	<p style="text-align: right;">Page 17</p> <p>1 Q Has Stranger Things on First, LLC received 2 any membership distributions from Eddington on First? 3 A No. 4 Q What is in the Operating Agreement about 5 Stranger Things entitlement to receive distributions? 6 MR. GUENTHER: Objection to form. 7 Answer, if you can. 8 THE WITNESS: I don't -- I don't think 9 I understand the question. 10 BY MR. SHIELDS: 11 Q Is Stranger things entitled to receive 12 distributions from Eddington on First? 13 A If there are distributions to be made, yes. 14 Q In what scenario are there distributions to 15 be made? 16 A That's a great question, and here's the long 17 answer to that, and it's a long answer. On July 29, 18 2022, we were 95 percent complete with the project, 19 and there was a fire. The fire was on the second 20 floor, burned through the 3rd floor deck, and stopped 21 the project. Eddington on First filed an insurance 22 claim and started the remediation process. 23 We were, and when I say, "we," collectively, 24 were six weeks away from closing on our first four 25 units, and probably, less than 12 weeks away from</p>

<p style="text-align: right;">Page 18</p> <p>1 closing on the first 12 units, which we would've made 2 money on. And the insurance company did their 3 investigation, and made a few payments to Eddington on 4 First, to keep the project -- to get the project going 5 again. 6 And we hit a point, in April of 2023, where 7 we disagreed on the cost to complete the project, and 8 the members of Eddington on First ended up completing 9 the project without the insurance company. Eddington 10 on First now has a lawsuit filed against the insurance 11 company for \$3.4 million. 12 Q Is that the only lawsuit of Eddington on 13 First? 14 A Well, besides -- 15 MR. GUENTHER: Objection. Objection to 16 form. 17 Answer, if you can. 18 THE WITNESS: Well, besides the one you 19 filed, or your client filed, against Eddington. To my 20 knowledge, those are the only ones. Eddington hasn't 21 sued anybody else, and to my knowledge, we haven't 22 been sued. 23 BY MR. SHIELDS: 24 Q Neither Stranger Things or Eddington have -- 25 on First have been sued?</p>	<p style="text-align: right;">Page 20</p> <p>1 A No. 2 Q Are there any mechanics liens on the 3 property? 4 A Yes. 5 Q Do you have an idea of the amount of 6 mechanics liens on the property? 7 A I -- I believe it's \$890,000, and that's not 8 an exact number, but it's around \$890,000. 9 Q Was that placed by the general contractor? 10 A Yes. 11 Q Are there any other debts you can think of, 12 related to Eddington on First? 13 A No. Eddington on First is a single purpose 14 entity as well. 15 Q So in total, there's \$2,890,000 between the 16 loan, roughly, approximately -- 17 A Yes. Yes. 18 Q -- and the mechanics liens? 19 A Correct. 20 Q And there is \$950,000 in Promissory Notes? 21 A I believe it's 900. 22 Q Nine hundred thousand to Stranger Things. 23 So if the amount that you sell the property for 24 exceeds that, then membership distributions will be 25 made to Stranger Things?</p>
<p style="text-align: right;">Page 19</p> <p>1 A Not to my knowledge. 2 Q What is the status of the \$3.4 million 3 lawsuit against the insurance company? 4 A We had a mediation Monday, April 14th, three 5 days ago. And we are far apart with the insurance 6 company, although I think we made progress Monday. 7 And they're going to schedule a second mediation, two 8 weeks from last Monday. I don't have the date yet 9 solidified, and yeah. So that's -- that's kind of 10 where we are with that. 11 Q When was the Eddington entity created? 12 A 2019. 13 Q What is the current balance of the \$9 14 million loan? 15 A I believe -- I believe it's \$2 million. 16 Q And were you able to pay off the \$7 million 17 loan from proceeds of sales of the property? 18 A Yes. 19 Q Do you have balance sheet? A balance sheet 20 of Eddington? 21 A I -- I don't believe we do because it's been 22 a Loan in Process. And LIPs don't provide financial 23 statements or balance sheets. 24 Q Are there other loans beyond the \$2 million 25 loan?</p>	<p style="text-align: right;">Page 21</p> <p>1 A Would be, yes. 2 Q Who at Stranger -- or at Eddington at -- on 3 First would be the person to receive a charging order? 4 MR. GUENTHER: Objection to form. 5 Answer, if you can. 6 THE WITNESS: I don't -- I don't know 7 what a charging order is. 8 BY MR. SHIELDS: 9 Q A charging order is a lien that's placed on 10 an entity. So what it asks for is that debts be paid 11 from the interests in a business, like Eddington on 12 First. So if you were to receive papers, who would 13 review those? Who would be responsible for receiving 14 legal papers at Eddington on First? 15 A Their statutory agent. 16 Q Would those members at Eddington have 17 complied with the charging order that was received by 18 CSCJ Investments, LLC? 19 MR. GUENTHER: Objection to form. 20 THE WITNESS: I -- I don't think I can 21 answer what they might or might not do. They would do 22 what they saw fit, I assume. 23 BY MR. SHIELDS: 24 Q Has Eddington on First filed tax returns? 25 A Yes.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q For what years?</p> <p>2 A As I recall, 2020 through 2024.</p> <p>3 Q And is the property you discussed the only</p> <p>4 asset of Eddington on First?</p> <p>5 A Yes.</p> <p>6 Q Is there an operating account for Eddington</p> <p>7 on First?</p> <p>8 A There is more than one bank account for</p> <p>9 Eddington on First.</p> <p>10 Q Do you know if the Operating Agreement of</p> <p>11 Eddington on First addresses membership distributions?</p> <p>12 MR. GUENTHER: Objection to form.</p> <p>13 Outside the scope of the 30(B)(5) topics.</p> <p>14 Answer, if you can.</p> <p>15 THE WITNESS: I -- I'm sure it does.</p> <p>16 I'm sure it does. I don't know how it does, but I'm</p> <p>17 sure it does.</p> <p>18 BY MR. SHIELDS:</p> <p>19 Q Do you have an idea of the current market</p> <p>20 value of the remaining properties of Eddington?</p> <p>21 A So the penthouse, I believe, is in contract</p> <p>22 for a million-one. And the retail space is in</p> <p>23 contract for a million-seven, I believe. And those</p> <p>24 are round numbers. Those are not exact figures.</p> <p>25 Q Are those the only two remaining units to be</p>	<p style="text-align: right;">Page 24</p> <p>1 A It was over a period of two years.</p> <p>2 Q What years?</p> <p>3 A 2023 and 2024.</p> <p>4 Q Was Stranger Things a contributor?</p> <p>5 A Yes.</p> <p>6 Q How much did Stranger Things contribute?</p> <p>7 A In round numbers?</p> <p>8 Q Yes.</p> <p>9 A About 800,000.</p> <p>10 Q That's additional to the original?</p> <p>11 A Yes.</p> <p>12 Q \$900,000?</p> <p>13 A Yes.</p> <p>14 Q Did the \$800,000 go into that same bank</p> <p>15 account?</p> <p>16 A Yes. Well, I don't know. It went into the</p> <p>17 bank account.</p> <p>18 Q At Pathways Financial Credit Union?</p> <p>19 A Yes.</p> <p>20 Q How did Stranger Things receive that</p> <p>21 \$800,000?</p> <p>22 A How do you mean, "How did they receive it"?</p> <p>23 Q Where did the \$800,000 come from, prior</p> <p>24 to --</p> <p>25 A I put -- I put it in.</p>
<p style="text-align: right;">Page 23</p> <p>1 sold?</p> <p>2 A Yes.</p> <p>3 Q Would any insurance proceeds be additional</p> <p>4 to that 2.8 million?</p> <p>5 A Yes. All of the insurance proceeds would be</p> <p>6 an addition to that.</p> <p>7 Q Are there costs associated with the 2.8</p> <p>8 million revenue, beyond paying off debt?</p> <p>9 A Yes.</p> <p>10 Q Do you have an approximation on those costs?</p> <p>11 A I -- I believe the members put in an</p> <p>12 additional, roughly, \$2 million to complete the</p> <p>13 project.</p> <p>14 Q Two million?</p> <p>15 A Yes.</p> <p>16 Q Is that two million equity or debt.</p> <p>17 A That two million was to complete the</p> <p>18 project.</p> <p>19 Q Would that two million be repaid prior to</p> <p>20 distribution of the Promissory Note, as Exhibit 1?</p> <p>21 A I don't know.</p> <p>22 Q Are there Promissory Notes associated with</p> <p>23 the \$2 million raised?</p> <p>24 A As far as I know, yes.</p> <p>25 Q When was that additional \$2 million raised?</p>	<p style="text-align: right;">Page 25</p> <p>1 Q You, personally, put it in?</p> <p>2 A I, personally, put it in.</p> <p>3 Q Is there a promissory note from Stranger</p> <p>4 Things to Eddington on First associated with this?</p> <p>5 A To Eddington on First, I'm not sure. And</p> <p>6 there is one to me.</p> <p>7 Q To you, personally?</p> <p>8 A From Stranger Things.</p> <p>9 Q From Stranger Things to --</p> <p>10 A Me, personally.</p> <p>11 Q When would that Promissory Note have been</p> <p>12 signed?</p> <p>13 A I -- I don't recall.</p> <p>14 Q Would you, in your capacity at Eddington and</p> <p>15 Stranger Things, see that the Exhibit 1 Promissory</p> <p>16 Note is paid, prior to the Promissory Note to you,</p> <p>17 personally, in the amount of \$800,000?</p> <p>18 MR. GUENTHER: Objection to form.</p> <p>19 THE WITNESS: I don't believe there's a</p> <p>20 stipulation that states one way or the other.</p> <p>21 BY MR. SHIELDS:</p> <p>22 Q Is there any other paperwork associated with</p> <p>23 that \$800,000 investment?</p> <p>24 A I'm not sure what you mean by that, but I'd</p> <p>25 say no other paperwork.</p>

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<p style="text-align: right;">Page 26</p> <p>1 Q As in, would it have been recorded as a 2 capital contribution? 3 A Yes. 4 Q With Eddington on First? 5 A Yes. 6 Q Did other members of Eddington contribute 7 amounts in proportion to their ownership? 8 A Yes. 9 Q So they would've contributed somewhere close 10 to \$900,000? 11 A Yeah. 12 Q Did Eddington sign promissory notes for that 13 other \$900,000? 14 A I don't know. They may have. I'm not the 15 manager. 16 Q You are not the managing member of 17 Eddington? 18 A No, I'm -- I'm not. 19 Q Are there multiple classes of members in 20 Eddington? 21 A No. 22 Q Are you willing to disclose the other 23 members of Eddington? 24 MR. GUENTHER: Objection. Outside the 25 scope of 30(B)(5) topics?</p>	<p style="text-align: right;">Page 28</p> <p>1 A There is. 2 Q When is that scheduled for? 3 A I can't recall. I -- I believe it's -- it's 4 late this year. I know we've changed the dates, a few 5 times, to get to this mediation point. The attorney 6 representing the insurance company just changed two 7 weeks ago, which has pushed the dates again. 8 Q I'm calculating here. 9 A I -- I would love to tell you I'm going to 10 pay all of the Noteholders back by X date. I just 11 can't. 12 Q Is there a scenario where the note holders 13 do not get paid back? 14 A Yes. 15 Q That's based on the revenue? 16 A That's based on my experience with the court 17 systems 18 Q And the financial reality is that the 19 revenue is estimated at 2.8 million, and the current 20 debts are estimated at -- 21 A 2.9 million. 22 Q Well, debt is 2 million to the construction 23 lender? 24 A Correct. 25 Q And then 890,000, roughly, to the general</p>
<p style="text-align: right;">Page 27</p> <p>1 THE WITNESS: No. 2 BY MR. SHIELDS: 3 Q Are there any distributions scheduled from 4 Eddington to any other entity or member? 5 A Not to my knowledge, other than the lien 6 holders. And when you say, "scheduled," not 7 currently, because we don't have closing dates. At 8 least I don't have one today. 9 Q What is the plan to pay off the Promissory 10 Note in Exhibit 1? 11 MR. GUENTHER: Objection To form. 12 THE WITNESS: The -- the plan is to pay 13 them off from the insurance proceeds, assuming we get 14 enough. 15 BY MR. SHIELDS: 16 Q Would that be paid prior to closing the 17 sales of the other units? 18 A I -- I don't know the timing of either. In 19 other words, we're in contract for the two units. I 20 don't have a closing date. We have a prospective 21 mediation without an exact date. So when those 22 happen, I -- I don't know. And once we go through 23 mediation, I don't know that we'll come to a 24 settlement agreement. 25 Q Is there a trial scheduled currently?</p>	<p style="text-align: right;">Page 29</p> <p>1 contractor? 2 A Correct. With 2.8 coming out of the sales, 3 which leaves -- 4 Q Those aren't -- 5 A Which leaves the only hope of paying the 6 notes back with the insurance claim. Right? 7 Q 2.89 million are the first loans that will 8 be paid off with the sale? 9 A Correct. 10 Q After that, there is 900,000 in Promissory 11 Notes that were taken out in 2019. 12 A Yes. 13 Q There is also \$2 million in Promissory Notes 14 taken out in 2020 and 2021. 15 A And it might be a million-eight. It 16 might -- I mean it -- \$2 million was a round number to 17 complete the project. 18 Q So in total, roughly 2.9 million is owed, 19 after the mechanics liens and bank loan. So any 20 settlement or award amount would have to be greater 21 than 2.9 million for all the Promissory Notes to be 22 paid? 23 A Yes. 24 Q And you do not know the priority, or the 25 exact amount of prior Promissory Notes --</p>

<p style="text-align: right;">Page 30</p> <p>1 A No.</p> <p>2 Q -- that make up the 2.9 million?</p> <p>3 A No.</p> <p>4 Q Will you have a voting right in determining</p> <p>5 the distribution?</p> <p>6 A A minority voting right, yes.</p> <p>7 MR. SHIELDS: I believe that's all the</p> <p>8 questions I have. Can we take five a five minute</p> <p>9 break?</p> <p>10 MR. GUENTHER: Sure.</p> <p>11 THE WITNESS: Sure.</p> <p>12 MR. SHIELDS: Okay.</p> <p>13 THE REPORTER: Okay. We're going to go</p> <p>14 off the record at 1:48 p.m.</p> <p>15 (Off the record.)</p> <p>16 THE REPORTER: Okay. We are back on</p> <p>17 the record at 1:57 p.m.</p> <p>18 Please proceed.</p> <p>19 MR. SHIELDS: Thank you. I have no</p> <p>20 further questions.</p> <p>21 THE REPORTER: Okay.</p> <p>22 MR. GUENTHER: He'll read and sign.</p> <p>23 THE REPORTER: Okay.</p> <p>24 Counsel, do you want the exhibit</p> <p>25 attached to the transcript?</p>	<p style="text-align: right;">Page 32</p> <p>1 CERTIFICATE OF DEPOSITION OFFICER</p> <p>2 I, SAVANNAH DEUER, the officer before whom</p> <p>3 the foregoing proceedings were taken, do hereby</p> <p>4 certify that any witness(es) in the foregoing</p> <p>5 proceedings, prior to testifying, were duly sworn;</p> <p>6 that the proceedings were recorded by me and</p> <p>7 thereafter reduced to typewriting by a qualified</p> <p>8 transcriptionist; that said digital audio recording of</p> <p>9 said proceedings are a true and accurate record to the</p> <p>10 best of my knowledge, skills, and ability; that I am</p> <p>11 neither counsel for, related to, nor employed by any</p> <p>12 of the parties to the action in which this was taken;</p> <p>13 and, further, that I am not a relative or employee of</p> <p>14 any counsel or attorney employed by the parties</p> <p>15 hereto, nor financially interested in the</p> <p>16 outcome of this action.</p> <p style="text-align: center;"></p> <p style="text-align: center;">SAVANNAH DEUER</p> <p style="text-align: center;">Notary Public in and for the</p> <p style="text-align: center;">State of Ohio</p> <p>21 [X] Review of the transcript was requested.</p>
<p style="text-align: right;">Page 31</p> <p>1 MR. SHIELDS: I do.</p> <p>2 THE REPORTER: Okay.</p> <p>3 And then last thing, Counsel, do you</p> <p>4 want copies of the transcript?</p> <p>5 MR. GUENTHER: Can I take your card?</p> <p>6 And I don't want to order a copy right now, but if I</p> <p>7 can have your info, I might reach out and order one at</p> <p>8 some point.</p> <p>9 THE REPORTER: Sure.</p> <p>10 Do you need a copy?</p> <p>11 MR. SHIELDS: Not right now.</p> <p>12 THE REPORTER: Okay. We're going to go</p> <p>13 off the record at 1:57 p.m.</p> <p>14 (Signature reserved.)</p> <p>15 (Whereupon, at 1:57 p.m., the</p> <p>16 proceeding was concluded.)</p>	<p style="text-align: right;">Page 33</p> <p>1 CERTIFICATE OF TRANSCRIBER</p> <p>2 I, CHRISTINA KNOTE, do hereby certify that</p> <p>3 this transcript was prepared from the digital audio</p> <p>4 recording of the foregoing proceeding, that said</p> <p>5 transcript is a true and accurate record of the</p> <p>6 proceedings to the best of my knowledge, skills, and</p> <p>7 ability; that I am neither counsel for, related to,</p> <p>8 nor employed by any of the parties to the action in</p> <p>9 which this was taken; and, further, that I am not a</p> <p>10 relative or employee of any counsel or attorney</p> <p>11 employed by the parties hereto, nor financially or</p> <p>12 otherwise interested in the outcome of this action.</p> <p style="text-align: center;"></p> <p style="text-align: center;">CHRISTINA KNOTE</p>

<p style="text-align: right;">Page 34</p> <p>1 Veritext Legal Solutions 2 1100 Superior Ave 3 Suite 1820 4 Cleveland, Ohio 44114 5 Phone: 216-523-1313 6 May 13, 2025 7 To: JOSEPH GUENTHER, ESQUIRE 8 Case Name: CSCJ Investments, Ltd. v. Stranger Things On First, LLC, Et 9 Al. 10 Veritext Reference Number: 7298687 11 Witness: Timothy Galvin Deposition Date: 4/17/2025 12 Dear Sir/Madam: 13 The deposition transcript taken in the above-referenced 14 matter, with the reading and signing having not been 15 expressly waived, has been completed and is available 16 for review and signature. Please call our office to 17 make arrangements for a convenient location to 18 accomplish this or if you prefer a certified transcript 19 can be purchased. 20 If the errata is not returned within thirty days of your 21 receipt of this letter, the reading and signing will be 22 deemed waived. 23 Sincerely, 24 Production Department 25 NO NOTARY REQUIRED IN CA</p>	<p style="text-align: right;">Page 36</p> <p>1 DEPOSITION REVIEW 2 CERTIFICATION OF WITNESS 3 ASSIGNMENT REFERENCE NO: 7298687 4 CASE NAME: CSCJ Investments, Ltd. v. Stranger Things On 5 First, LLC, Et Al. 6 DATE OF DEPOSITION: 4/17/2025 7 WITNESS' NAME: Timothy Galvin 8 In accordance with the Rules of Civil 9 Procedure, I have read the entire transcript of 10 my testimony or it has been read to me. 11 I have listed my changes on the attached 12 Errata Sheet, listing page and line numbers as 13 well as the reason(s) for the change(s). 14 I request that these changes be entered 15 as part of the record of my testimony. 16 I have executed the Errata Sheet, as well 17 as this Certificate, and request and authorize 18 that both be appended to the transcript of my 19 testimony and be incorporated therein. 20 Date _____ 21 Timothy Galvin 22 Sworn to and subscribed before me, a 23 Notary Public in and for the State and County, 24 the referenced witness did personally appear 25 and acknowledge that: 26 They have read the transcript; 27 They have listed all of their corrections 28 in the appended Errata Sheet; 29 They signed the foregoing Sworn 30 Statement; and 31 Their execution of this Statement is of 32 their free act and deed. 33 I have affixed my name and official seal 34 this _____ day of _____, 20____. 35 _____ 36 Notary Public 37 _____ 38 Commission Expiration Date</p>
<p style="text-align: right;">Page 35</p> <p>1 DEPOSITION REVIEW 2 CERTIFICATION OF WITNESS 3 ASSIGNMENT REFERENCE NO: 7298687 4 CASE NAME: CSCJ Investments, Ltd. v. Stranger Things On 5 First, LLC, Et Al. 6 DATE OF DEPOSITION: 4/17/2025 7 WITNESS' NAME: Timothy Galvin 8 In accordance with the Rules of Civil 9 Procedure, I have read the entire transcript of 10 my testimony or it has been read to me. 11 I have made no changes to the testimony 12 as transcribed by the court reporter. 13 _____ 14 Date Timothy Galvin 15 Sworn to and subscribed before me, a 16 Notary Public in and for the State and County, 17 the referenced witness did personally appear 18 and acknowledge that: 19 They have read the transcript; 20 They signed the foregoing Sworn 21 Statement; and 22 Their execution of this Statement is of 23 their free act and deed. 24 I have affixed my name and official seal 25 this _____ day of _____, 20____. 26 _____ 27 Notary Public 28 _____ 29 Commission Expiration Date</p>	<p style="text-align: right;">Page 37</p> <p>1 ERRATA SHEET 2 VERITEXT LEGAL SOLUTIONS MIDWEST 3 ASSIGNMENT NO: 4/17/2025 4 PAGE/LINE(S) / CHANGE /REASON 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 Date Timothy Galvin 22 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ 23 DAY OF _____, 20____. 24 _____ 25 Notary Public 26 _____ 27 Commission Expiration Date</p>

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Ohio Rules of Civil Procedure

Title V. Discovery

Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed, the deposition shall be submitted to the witness for examination and shall be read to or by the witness, unless examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill, cannot be found, or refuses to sign. The witness shall have thirty days from submission of the deposition to the witness to review and sign the deposition. If the deposition is taken within thirty days of a trial or hearing, the witness shall have seven days from submission of the deposition to the witness to review and sign the deposition. If the trial or hearing is scheduled to commence less than seven days before the deposition is submitted to the witness, the court may establish a deadline for the

witness to review and sign the deposition. If the deposition is not signed by the witness during the period prescribed in this division, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress the court holds that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

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