

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

James A. Powers, Individually
6808 Breannon Lane
Chevy Chase, MD 20815

Plaintiff,

v.

Jeff Braun
104 Green Way
Allendale, NJ
07401

and

Nathan G. Fink, Esq.
470 New Millford Avenue
Oradell, NJ 07649-2232

Defendants.

**DECLARATION OF
THOMAS GALLO**

I, Thomas Gallo, being aware of the penalties against perjury and false statement, hereby declare the following is true and accurate:

1. I have personal knowledge of the facts relevant to this lawsuit and understand that Mr. Powers 1) seeks payment for legal services he rendered to Mr. Jeff Braun personally and on behalf of companies Mr. Braun owns and/or controls and relating to the Golden Goal sports park facility in upstate New York and as to which Mr. Braun is the majority owner; and 2) seeks damages from Defendant Nathan Fink for Mr. Fink's actions in interfering with Mr. Powers' relationship with Mr. Braun.

2. I have knowledge of these facts because at Mr. Braun's express instruction, and at all times with Mr. Braun's personal awareness and involvement, I worked closely with Mr. Powers, provided support to Mr. Braun's litigation, and served as a trial witness in the case of Dale Weingarten v. Jeff Braun et al. pending in the Supreme Court of the State of New York.
3. In that case, in early 2012, Mr. Braun was sued by Mr. Dale Weingarten, Braun's sole and the minority partner in the Golden Goal sports complex business. Mr. Braun explained to me that he had retained Mr. Powers to handle all aspects of the litigation and that Mr. Powers would be defending Mr. Braun and the Golden Goal companies and business and would work closely with Jeff Goodman, the NY attorney who Mr. Braun previously had assigned to handle some of these Golden Goal matters.
4. At the time of Mr. Powers' hiring, Mr. Braun was working on Golden Goal related matters with Mr. Goodman and also with Mr. Nathan Fink, a New Jersey tax attorney who I understood was advising Mr. Braun personally and with regard to his Golden Goal companies but later learned Mr. Fink was not licensed in New York.
5. [REDACTED]

6. I worked with Mr. Goodman and Mr. Braun expending significant man hours in travel, preparation and in court and witness rooms.
7. I found Mr. Goodman and Mr. Powers to both be honest and hardworking individuals and commencing in March of 2012, Mr. Braun, myself, Mr. Goodman and Mr. Powers made repeated trips up to Fort Edward, New York so we could be heard in the TRO. We were forced to return to upstate New York repeatedly because the local judge would simply not give us a solid block of time in which to be heard.
8. In the beginning, Mr. Braun and his legal advisors were all aligned and working well. But very quickly and as time went on (the TRO hearing took four trips to Fort Edward across nearly as many months) Mr. Braun began to complain to me about Mr. Powers not adequately 'controlling' the court or the judge. These complaints were both professionally disruptive and simply awkward and I told Mr. Braun to raise them with Mr. Powers but to my knowledge he would and did not.
9. By April of 2012, I was also being contacted by Mr. Fink and Mr. Braun about the Golden Goal litigation and it became clear to me that Mr. Powers was not being involved in some of those talks by either Mr. Braun or Mr. Fink and to me it seemed that Mr. Braun was starting to act on his complaints by working more with Mr. Fink and less with Mr. Powers.
10. Notably, I was called upon to testify in the Golden Goal litigation and I coordinated my testimony with Mr. Powers and with Mr. Goodman. [Mr. Powers copied Mr. Goodman on our litigation emails and Mr. Goodman was involved in all aspects of the litigation including as a witness]. A key portion of my testimony addressed the relative percentage

ownership interests held by Mr. Braun and Mr. Weingarten in one of their Golden Goal related limited liability companies called JD Sports Park, LLC ("JD Sports").

11. In court, I testified that those interests were 51% Braun and 49% Weingarten once the entity began to show operating profits and this was consistent with what Mr. Goodman and Mr. Powers had told the court and this was the same as what Mr. Braun had told the judge in his testimony.

12. [REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Mr. Braun was very, very unhappy with Mr. Powers email warning and his dissatisfaction with Mr. Powers rose significantly after this event and he complained even more to me and to Mr. Fink about Mr. Powers' handling of his case.

16. On many, many occasions, when Mr. Braun would complain in this way I told him he should not be talking to me but that he should raise his concerns with Mr. Powers directly, however, Mr. Braun appeared unwilling or even unable to raise his complaints with Mr. Powers or to be candid and to my knowledge and understanding Mr. Braun never confronted Mr. Powers with his complaints or concerns choosing instead to complain to others.

17. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. After Mr. Weingarten and his counsel received a copy of that draft filing, on September 13, 2012, they complained to the court accusing Mr. Powers and Mr. Braun of attempting to mislead the court by the draft filing which showed Mr. Weingarten having a zero percentage ownership interest versus Mr. Braun's 49% interest.

19. On the 13th of September I was also called by Mr. Powers who said he was simply stunned by the actions of Mr. Braun and Mr. Fink and he asked me what had happened.

20. [REDACTED]

[REDACTED]

21. [REDACTED]

[REDACTED]

22. I understand that within two weeks of Mr. Braun engaging in this action with Mr. Fink and by deliberately not telling Mr. Powers of the plans and conduct, Mr. Powers resigned.

23. When Mr. Powers asked for this statement and affidavit he said he only sought information about 1) Mr. Braun's failure to directly raise or speak to him about the complaints about Mr. Powers legal work, and 2) to detail both the April warning and then the later September actions.

24. In my opinion, Mr. Powers and Mr. Goodman worked very hard on an emotional and hard fought case. Mr. Braun and Mr. Fink did not appear to be open and frank at all

times with Mr. Powers and instead of speaking with him about concerns over his work, they complained to me and to others.

End of Statement



Thomas Gallo

State of New York
County of NASSAU

BEFORE ME, the undersigned Notary, J. Timothy Sherman, on this 9th day of August, 2013, personally appeared Thomas Gallo, and having confirmed and verified his identity, and that he is a person of lawful age, and after being duly sworn by me, he executed the foregoing statement and confirmed and avers that it is true and accurate to the best of his knowledge and belief.

Subscribed and sworn to before me, this 9 day of August, 2013.

[Notary Seal:]


[signature of Notary]

J. Timothy Sherman
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

J. TIMOTHY SHERMAN
Notary Public, State of New York
No. 30-4704356
Qualified in Nassau County
Commission Expires March 30, 2017
JS