

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELIYAHU MIRLIS,

Plaintiff,

No. 3:16-cv-00678 (MPS)

v.

DANIEL GREER, ET AL.

Defendants.

**STIPULATION AND ORDER REGARDING EMERGENCY MOTION
TO SEQUESTER AND TURNOVER OF PERSONAL FINANCIAL DOCUMENTS
IMPROPERLY PRODUCED BY START COMMUNITY BANK**

This Stipulation and Order (the “Stipulation”) is entered into on the date hereof by and between the plaintiff, Eliyahu Mirlis (the “Plaintiff”), the defendants Daniel Greer (“Greer”) and Yeshiva of New Haven, Inc. (the “Yeshiva,” and together with Greer, the “Defendants”), non-parties Edgewood Village, Inc., F.O.H., Inc., Edgewood Corners, Edgewood Elm Housing, Inc., and Yedidei Hagan, Inc. (the “Account Holders”), and Start Community Bank (“Start”).

RECITALS

A. WHEREAS, on June 6, 2017, following a jury verdict in Plaintiff’s favor, the Court entered a judgment (the “Judgment”) against the defendants, Daniel Greer (“Greer”) and the Yeshiva of New Haven, Inc. (the “Yeshiva” and together with Greer, “Defendants”) in the above-captioned case in the amount of \$21,749,041.00;

B. WHEREAS, on August 4, 2017, Plaintiff served a subpoena (the “Subpoena”) upon Start, demanding the production of certain bank records held by Yeshiva;

C. WHEREAS, in response to the Subpoena, Start allegedly produced the records of not only Yeshiva, but also records concerning the accounts of Greer and the Account Holders, who are not parties to this action (the “Produced Documents”);

D. WHEREAS, the Plaintiff provided counsel for the Defendants with copies of all Produced Documents;

E. WHEREAS, on August 25, 2017, the Account Holders filed an Emergency Motion for Sequester and Turnover of Personal Financial Documents Improperly Produced by Start Community Bank (the “Motion”), seeking, *inter alia*, an order directing Plaintiff to (i) immediately sequester and turn over to the Greer and Account Holders all documents (including originals and copies) produced by Start to Plaintiff regarding the Account Holders’ accounts, other than those concerning Yeshiva; and (ii) to permanently delete the electronic copies of the Account Holders’ records;

F. WHEREAS, the District Court of Connecticut granted the first Consent Motion to extend the deadline to respond to the Motion (Doc. No. 200), extending the time to respond to the Motion through and including October 16, 2017;

G. WHEREAS, the Plaintiff filed the Second Consent Motion to extend the deadline to respond to the Motion (Doc. No. 202), requesting to extend the time to respond to the Motion through and including October 30, 2017, which was granted by the Court (Doc. No. 204);

H. WHEREAS, the Plaintiff filed the Third Consent Motion to extend the deadline to respond to the Motion (Doc. No. 207), requesting to extend the time to respond to the Motion through and including November 13, 2017, which was granted by the Court (Doc. No. 208);

I. WHEREAS, on August 25, 2017 counsel for the Account Holders requested, and counsel for the Plaintiff agreed not to engage in further review of the Produced Documents, having

noticed that Start produced documents that were not responsive to the Subpoena and that the Account Holders were seeking a protective order with respect to the Account Holders' records;

J. WHEREAS, on and prior to August 25, 2017, Plaintiff's counsel's review of the Produced Documents was limited to identifying the existence of the Produced Documents and what they were. Plaintiff, nor his attorneys, nor other of Plaintiff's agents, engaged in a detailed review of the Produced Documents, except as set forth in this paragraph: Prior to August 25, 2017, counsel for Plaintiff reviewed the Produced Documents, including account documentation regarding the opening of each of the Account Holders' accounts to determine for which accounts Start produced documents and the statements themselves to determine the scope of discovery, including the dates that the statements encompassed. Plaintiff's counsel did not conduct a detailed review of the account statements allegedly relating to the Account Holders.

K. WHEREAS, no Produced Documents were transmitted to Koskoff, Koskoff & Beider, P.C., Plaintiff, or any other person or entities outside of Zeisler & Zeisler, P.C. by Zeisler & Zeisler, P.C.;

L. WHEREAS, despite opposition to the Motion and litigable issues and after good faith, arm's length negotiations, the Plaintiff, Defendants, Account Holders, and Start (each, a "Party," and together, the "Parties"), have agreed as set forth below.

STIPULATION

NOW, THEREFORE, in consideration of the mutual covenants set forth below, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO THAT:

1. The Recitals set forth above form an integral part of this Stipulation and are incorporated fully herein.

2. Start acknowledges it sent the Produced Documents to the Plaintiff, including the Account Holders' Produced Documents.

3. The Plaintiff agrees that he will return, through his counsel, all copies of the Produced Documents in the Plaintiff's possession to Start within seven (7) calendar days of entry of this Stipulation, and the Plaintiff will destroy all electronically stored copies of the Produced Documents.

4. Start will produce all documents responsive to the Subpoena to counsel for Plaintiff upon execution of this Stipulation by all parties hereto. Start will not produce any documents concerning the Account Holders, absent a validly issued subpoena.

5. Start agrees that Thomas O'Neill will accept service of any future subpoenas or document requests on behalf of Start via electronic mail or first-class mail.

6. This Stipulation is without prejudice to the rights of the Plaintiff to seek the same or further documentation from Start or any other entity regarding the Defendants, the Account Holders or any other individual and entity and does not waive any rights he has with respect to the Subpoena or the validly produced documents in response to the Subpoena. This Stipulation is without prejudice to the rights of the Defendants, Account Holders, or any other party to object to a discovery request by the Plaintiff.

7. The Parties agree that this Stipulation resolves all matters addressed in the Motion filed by the Account Holders.

8. This Stipulation is not intended to and does not affect any right the Plaintiff and Defendants may have with respect to the Judgment and enforcement thereof.

9. This Stipulation may be signed in counterparts which, when taken as a whole, shall constitute one and the same document; and electronic copies with signatures shall be deemed originals.

10. Each individual signing this Stipulation on behalf of any Party hereto acknowledges and, with respect to his or her own signature below, warrants and represents that he/she is authorized to execute this Stipulation in his/her representative capacity, as reflected below and on behalf of the Party indicated.

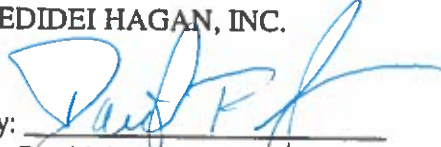
11. The District Court of Connecticut shall have jurisdiction to interpret and enforce this Stipulation, and the Parties consent to the jurisdiction of the District Court of Connecticut with respect to the interpretation and enforcement of this Stipulation.

AND IT IS SO ORDERED:

Consented to:

EDGEWOOD ELM HOUSING, INC.

EDGEWOOD VILLAGE, INC.
EDGEWOOD CORNERS, INC.
F.O.H. INC., AND
YEDIDEI HAGAN, INC.

By: 

Date: 11/6/17

David. T. Grudberg (ct01186)
Carmody Torrance Sandak & Hennessy LLP
195 Church St., P.O. Box 1950
New Haven, CT 06509
Email: dgrudberg@carmodylaw.com

DANIEL GREER AND
YESHIVA OF NEW HAVEN, INC.

By: _____

Date: _____

Jeffrey M. Sklarz
Green & Sklarz LLC
700 State St., Suite 100
New Haven, CT 06511
Email: jsklarz@gs-lawfirm.com

START COMMUNITY BANK

By: _____

Date: _____

Name:
Its

ELIYAHU MIRLIS

By: _____

Date: _____

Matthew K. Beatman (ct08923)
Zeisler & Zeisler, P.C.
10 Middle St., 15th Floor
Bridgeport, CT 06604
Email: mbeatman@zeislaw.com

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By: _____ Date: _____
David. T. Grudberg (ct01186)
Carmody Torrance Sandak & Hennessy LLP
195 Church St., P.O. Box 1950
New Haven, CT 06509
Email: dgrudberg@carmodylaw.com

DANIEL GREER AND
YESHIVA OF NEW HAVEN, INC.

By: _____ Date: 11/3/17

Jeffrey M. Sklarz
Green & Sklarz LLC
700 State St., Suite 100
New Haven, CT 06511
Email: jsklarz@gs-lawfirm.com

START COMMUNITY BANK

By: _____ Date: _____
Name:
Its

ELIYAHU MIRLIS

By: _____ Date: _____
Matthew K. Beatman (ct08923)
Zeisler & Zeisler, P.C.
10 Middle St., 15th Floor
Bridgeport, CT 06604
Email: mbeatman@zeislaw.com

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DANIEL GREER AND
YESHIVA OF NEW HAVEN, INC.

By: _____ Date: _____
Jeffrey M. Sklarz
Green & Sklarz LLC
700 State St., Suite 100
New Haven, CT 06511
Email: jsklarz@gs-lawfirm.com

START COMMUNITY BANK

By: Thomas J. O'Neil Date: 11/6/17
Name: Thomas J. O'Neil
Its Attorney

ELIYAHU MIRLIS

By: Matthew K. Beatman Date: 11/3/17
Matthew K. Beatman (ct08923)
Zeisler & Zeisler, P.C.
10 Middle St., 15th Floor
Bridgeport, CT 06604
Email: mbeatman@zeislaw.com

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ELIYAHU MIRLIS,	:	CIVIL ACTION NO.
	:	
Plaintiff	:	3:16-cv-00678 (MPS)
	:	
v.	:	
	:	
DANIER GREER AND YESHIVA	:	
OF NEW HAVEN, INC.,	:	
	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below a copy of the Stipulation and Order Regarding Emergency Motion to Sequester and Turnover of Personal Financial Documents Improperly Produced by Start Community Bank was served by CMECF and/or mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Date: November 15, 2017

/s/ Jeffrey M. Sklarz