

DOCKET NO: NNH-CV17-6072481-S	:	SUPERIOR COURT
	:	
ELIYAHU MIRLIS	:	J.D. OF NEW HAVEN
	:	
V.	:	
	:	AT NEW HAVEN
	:	
DANIEL GREER	:	

STIPULATED ORDER AND SETTLEMENT AGREEMENT

Plaintiff, Eliyahu Mirlis (the “Plaintiff” or “Mirlis”), and defendant, Daniel Greer (the “Defendant” or “Greer”)¹ hereby stipulate and agree that the following may enter as an order of this Court.

The following facts are stipulated and agreed to by the Parties:

A. On June 6, 2017, final judgment entered against Greer and the Yeshiva of New Haven, Inc. (the “Yeshiva”) in the U.S. District Court case styled *Eliyahu Mirlis v. Daniel Greer, et al.*, Case No. 3:16-cv-00678 (the “District Court Case”) in the amount of \$21,749,041.10 (the “Judgment”).

B. On July 7, 2017, Plaintiff filed a certificate of judgment lien (the “Judgment Lien”) against Defendant’s one-half interest in his residence located at 133 West Park Avenue, New Haven, Connecticut (the “Property”) with the Office of the City Clerk for the City of New Haven, Connecticut. The Property is owned jointly by the Defendant and his wife, Sarah Greer.

C. On July 31, 2017, Plaintiff initiated a foreclosure action (the “Foreclosure Action”) by filing a complaint seeking foreclosure of the Judgment Lien on the Defendant’s one-half interest in the Property (the “Complaint”).

¹ Plaintiff and Defendant are collectively referred to as the “Parties”

D. On November 8, 2017, Plaintiff filed his *Motion for Summary Judgment* as to liability on the Complaint, which was granted on January 16, 2018.

E. On January 16, 2018, Defendant filed his *Motion for Discharge of Judgment Lien on Substitution of Bond* (the “Motion to Substitute”) seeking an order discharging the Judgment Lien held by Plaintiff as it relates to the Defendant’s one-half interest in the Property upon substitution of a bond pursuant to Conn. Gen. Stat. § 52-380e.

F. On May 7, 2018, Plaintiff filed his *Motion for Judgment of Strict Foreclosure* (the “Foreclosure Motion”).

G. Defendant objected to the Foreclosure Motion on May 17, 2018 (the “Objection”) on grounds that Defendant disputes the Plaintiff’s appraised valuation of the Property and the Motion to Substitute had not been acted on.

NOW THEREFORE, in order to resolve the Foreclosure Action including the Motion to Substitute and for purposes of this stipulation, but without resolving, affecting, prejudicing or releasing the Judgment, claims and/or liens held by the Plaintiff, the Parties hereby agree and stipulate as follows, which may enter as an order of this Court:

1. Valuation of the Property: For purposes of this stipulation, the Parties stipulate and agree that the value of the Property is \$285,000.00 as of the date hereof and the Defendant’s one-half interest is valued at \$142,500.00. The Defendant asserts a homestead exemption pursuant to Conn. Gen. Stat. § 52-352b(t) (the “Homestead Exemption”) of \$75,000.00 in the Defendant’s interest in the Property. After subtracting the amount of the claimed Homestead Exemption from the value of the Defendant’s one-half interest in the Property, there is a value of \$67,500.00 in the Defendant’s one-half interest in the Property that remain subject to Plaintiff’s Judgment Lien. By crediting the Defendant with the value of the Homestead Exemption in this

stipulation and allowing him to use the Homestead Exemption, the Defendant agrees, covenants and warrants that he has received the benefit of his Homestead Exemption and is therefore not entitled to assert another Homestead Exemption, whether under federal or state law against the Judgment and/or liens of Plaintiff and shall not be entitled to assert or receive a credit for any other Homestead Exemption against Plaintiff or his Judgment.

2. Payment Terms: On or before August 17, 2018, Defendant shall pay the Plaintiff the sum of \$67,500.00 in good funds or by a check drawn on the IOLTA account of Green & Sklarz, P.C., TIME BEING OF THE ESSENCE, (the "Settlement Payment"), with said amount representing Defendant's one-half interest in the Property less the \$75,000.00 Homestead Exemption. The Settlement Payment shall be made payable to "Zeisler & Zeisler, P.C., Trustee" and delivered to the Plaintiff's counsel, Zeisler & Zeisler, P.C., at the address set forth in paragraph 8 hereof. If the Defendant fails to cause the Settlement Payment to be delivered to Plaintiff's counsel on or before August 17, 2018, then this Stipulated Order and Settlement Agreement, including without limitation any limited releases herein, shall be null and void and of no force and effect.

3. Discharge of Judgment Lien and Withdrawal of Foreclosure Action: Within 14 days of receiving the Settlement Payment, Plaintiff shall file (1) a discharge of the Judgment Lien against the Property ONLY in the form attached hereto as Exhibit A with the Office of the City Clerk for the City of New Haven, Connecticut and (2) a withdrawal of the Foreclosure Action only.

4. Limited Release: Plaintiff releases and discharges any in rem claim that Plaintiff has to Defendant's one-half interest in the Property that it would otherwise be entitled to foreclose as a result of its Judgment lien on that one-half interest in the Property. As to the

Defendant's one-half interest only, Plaintiff may seek no further relief as to the Judgment against the Property or proceeds related to Defendant's one-half interest therein. Further, Defendant may transfer his one-half interest in the Property, or the proceeds of his one-half interest therein free and clear of the Judgment Lien, whether or not for reasonably equivalent value.

Notwithstanding the foregoing, other than as to the Defendant's one-half interest in the Property, nothing herein shall affect any right of Plaintiff to seek collection of the Judgment from Defendant, and the Judgment is in no way released, discharged, or satisfied by this Stipulated Order and Settlement Agreement. The purpose of this release provision is to provide *in rem* release of the Judgment and Judgment Lien as to the Defendant's one-half interest in the Property only, or the proceeds related to such one-half interest only.

5. Governing law: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding conflict of laws and choice of law principles) as applied to contracts made and to be performed entirely within the State of Connecticut. The parties hereby irrevocably consent that any action, proceeding or other dispute arising under or with respect to this Agreement or any term, condition or provision hereof shall be resolved in Connecticut, which courts shall have exclusive jurisdiction with respect to any such action, proceeding or other dispute. The Superior Court of the State of Connecticut for the Judicial District of New Haven shall have continuing jurisdiction over this matter for purposes of enforcement of the terms of this Agreement.

6. No Oral Modification: This Agreement may not be modified, discharged or terminated except by a writing signed by all Parties hereto, which expressly refers to this Agreement.

7. Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective estates, heirs, assigns or successors.

8. Notices: All notices, demands and requests given or required to be given by any Party hereto to any other Party shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service, with a copy sent by electronic mail, addressed as follows:

To Eliyahu Mirlis:

Eliyahu Mirlis
5 Barlow Road
Edison, NJ 08817

With a copy to:

John L. Cesaroni
Zeisler & Zeisler, P.C.
10 Middle St., 15th Floor
Bridgeport, CT 06604
Email: jcesaroni@zeislaw.com

To Daniel Greer:

Daniel Greer
133 West Park Avenue
New Haven, CT 06511

With a copy to:

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

9. Miscellaneous:

a. This Agreement may be executed in original counterparts. When each Party has signed and delivered, whether by facsimile or electronic mail, one such counterpart to

the other, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties.

SO ORDERED AND APPROVED

Dated this ____ day of _____, 2018 at New Haven, Connecticut

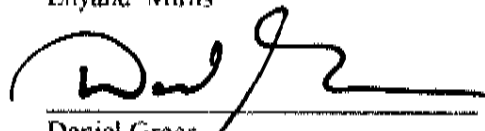
Judge / Clerk

AGREED AND ACCEPTED

Date: _____

Eliyahu Miris

Date: Aug 15 '18
4 26 15 7 18



Daniel Greer

the other, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties.


SO ORDERED AND APPROVED

Dated this ___ day of _____, 2018 at New Haven, Connecticut

Judge / Clerk

AGREED AND ACCEPTED

Date: 8/21/2018



Eliyahu Mirlis

Date: _____

Daniel Greer

