

V.
NEW YORK BARIATRIC GROUP (NYBG)
Defendant

July 24th, 2026

Plaintiff Entry 178.00 – Plaintiff’s Notice of Good-Faith Seven-Calendar-Day Extension Through July 31st, 2026 Concerning Defendant’s Appeared Counsel Receipt Confirmation & Principal-Member Delivery of Plaintiff’s Offer of Compromise, Entry 173.00, and Preserved Counsel-Disqualification Procedure

The self-represented Plaintiff Matthew Elliott submits this Notice concerning the voluntary seven-calendar-day extension through Friday, July 31st, 2026 relating to Entry 173.00, the Plaintiff’s Offer of Compromise under General Statutes § 52-192a, and its July 16th, 2026 electronic service upon Attorney Michael J. Keane Jr. of Garfunkel Wild P.C. as appeared counsel for the Defendant New York Bariatric Surgery Group, PLLC.

1. In the mutual good-faith interest of settlement and mediation, and to protect the interests of both parties and the Defendant’s principal members, the Plaintiff voluntarily extends the original July 24th, 2026 confirmation deadline towards Garfunkel Wild P.C.’s Attorney Keane by seven calendar days through Friday, July 31st, 2026. This extension does not amend, restart, or otherwise alter the Plaintiff’s Offer of Compromise, Entry 173.00, or its statutory acceptance period through Monday, August 17th, 2026, and waives no procedural, evidentiary, default, discovery, damages, settlement-authority, organizational-representation, or disqualification right preserved by the Plaintiff.

2. As established within Entry 173.00, General Statutes § 52-192a(a) permits acceptance of an Offer of Compromise by the Defendant or the Defendant’s attorney, while Rule 1.2 of the Connecticut Rules of Professional Conduct reserves the decision to settle a matter to the client, Rule 1.13 recognizes that counsel representing an organizational client acts through its duly authorized constituents, and Rule 1.5(b) requires the scope of representation and basis or rate of fees and expenses to be communicated to the client in writing, subject to the exceptions stated within that Rule. Acceptance through appeared counsel therefore presupposes representation of the correct organizational Defendant, communication of the Offer to a duly authorized constituent capable of evaluating and directing its acceptance, and an established scope of

representation encompassing New York Bariatric Surgery Group, PLLC, Connecticut business ALEI No. 1318799, within this Superior Court action.

3. On July 16th, 2026, pursuant to Practice Book §§ 10-12(a) and 10-13, the Plaintiff electronically served Attorney Keane with Entry 173.00 and the March 11th, 2026 Connecticut Secretary of the State annual report identifying the Defendant's principal members. That service requested delivery of the Offer of Compromise to at least one identified principal member by July 24th, 2026, documentary confirmation of counsel's delivery, the principal member's separate confirmation of actual receipt and knowledge of the Offer, and confirmation that Garfunkel Wild P.C.'s representation encompasses the named organizational Defendant and authorizes appeared counsel to communicate and implement its settlement instructions. The July 16th, 2026 email record is attached to and incorporated within this filing and, together with the Plaintiff's certification identifying Attorney Keane and the electronic address at which service was made, constitutes proof of service pursuant to P.B. § 10-14(a). The Plaintiff has not learned that the electronic service failed to reach Attorney Keane's address and therefore possesses no reason to believe that it did not reach him.

4. The requested confirmation contains three separate and cumulative requirements: (A) Attorney Keane must directly confirm his own receipt of the July 16th, 2026 service email, Entry 173.00, and its attachments; (B) Attorney Keane or Garfunkel Wild P.C. must provide documentary proof that the Offer was delivered to one or more principal members identified within the March 11th, 2026 Secretary of the State annual report; and (C) one or more of those principal members must acknowledge actual receipt of counsel's delivery and knowledge that the Offer was received through verifiable written confirmation identifying the member and the date and method of delivery and actual receipt. Counsel's personal receipt does not establish principal-member delivery, and proof of transmission does not independently establish a principal member's actual receipt, acknowledgment, and knowledge of the Plaintiff's July 16th, 2026 Offer of Compromise, Entry 173.00.

5. If all three confirmation requirements remain unsatisfied after the period extending from the original July 16th, 2026 service through July 31st, 2026, the Plaintiff will file the separately preserved disqualification motion by Monday, August 3rd, 2026. That filing will reinvoke the

represented-client identity, scope-of-representation, principal-member notice and receipt, settlement-authority, and process-integrity issues presented by the Plaintiff since December 2025 throughout Elliott v. NYBG and the parties' parallel public accommodations discrimination action before the Commission on Human Rights and Opportunities under Case No. 2620155.

6. This potential enforcement by the Plaintiff cannot lawfully or ethically be characterized as frivolous, vexatious, personal, retaliatory, or otherwise improper, as it will protect the rights and interests of both parties, the integrity of the Defendant's organizational representation, the integrity of this civil action, and the mutual procedures through which settlement, mediation, and disposition may lawfully occur.

Accordingly, Entry 178.00 hereby provides formal Court-entered notice that the self-represented Plaintiff Matthew Elliott has extended through July 31st, 2026 the requested confirmation deadline arising from his July 16th, 2026 service of Entry 173.00, while attaching and incorporating that service record as proof pursuant to P.B. §§ 10-12 through 10-14; that Attorney Keane's personal receipt, documentary proof of delivery to one or more identified principal members, and a principal member's separate written acknowledgment of actual receipt remain three distinct and cumulative requirements; and that failure to satisfy all three requirements by the extended deadline will result in the Plaintiff filing the preserved disqualification motion by August 3rd, 2026, without amending the Offer of Compromise, altering its statutory acceptance period through August 17th, 2026, or waiving any right concerning organizational representation, settlement authority, procedural integrity, or lawful disposition.

Certification of Service

I, Matthew Anthony Elliott, certify that a copy of the above was or will immediately be delivered electronically on July 24th, 2026 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel exempt from e-filing and self-represented parties of record who were or will immediately be electronically served:

Michael J. Keane, Jr. (435286)

Defendant Counsel

350 Bedford Street

Suite 406A

Stamford, CT, 06901

Phone: 203-316-0483

Email: mjkeane@garfunkelwild.com

Respectfully submitted,

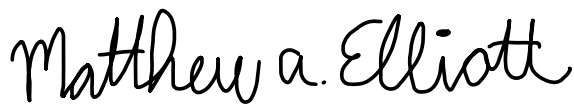
— Matthew Anthony Elliott, Self-Represented Plaintiff

Phone: 203-383-0079

Email: matthewelliottsj@gmail.com

Date: July 24th, 2026

Address: 15 Avalon Drive, Unit 1121, Milford, CT 06460



/s/ MATTHEW ANTHONY ELLIOTT

Elliott v. NYBG: July 16th, 2026 Plaintiff Offer of Compromise Under General Statutes § 52-192a and Appearing Counsel Delivery and Receipt Confirmation Request



Matt Elliott <matthewelliotts@gmail.com>
to Mickey ▾

Jul 16, 2026, 1:16 PM (8 days ago) ★ 😊 ↩ ⋮

Good afternoon Attorney Keane,

I, the self-represented Plaintiff, Matthew Elliott, am writing to provide service and notice of the Plaintiff's Offer of Compromise under General Statutes § 52-192a, Entry 173.00, filed today, Thursday, July 16th, 2026, for the sum certain of \$12,500,000.00. A copy of the Superior Court filing within docket number AAN-CV25-6066141-S is attached.

I have additionally attached the March 11th, 2026 Connecticut Secretary of the State annual report for New York Bariatric Surgery Group, PLLC, Connecticut business ALEI No. 1318799. As provided within Entry 173.00, please deliver the Offer of Compromise to at least one principal member identified within that annual report by the close of business on Friday, July 24th, 2026, and provide documentary confirmation of both delivery and the principal member's separate written confirmation of actual receipt.

For clarity, the confirmation should identify the recipient's name, organizational capacity, entity affiliation, date and method of delivery, and date and method of actual receipt. Please also confirm that Garfunkel Wild P.C.'s representation as outside counsel specifically encompasses New York Bariatric Surgery Group, PLLC, ALEI No. 1318799, within this Superior Court action and that counsel is authorized to communicate and implement the organizational Defendant's settlement instructions concerning the Offer.

If that information is not provided by July 24th, 2026, I respectfully intend to file the motion for order seeking counsel disqualification described within Entry 173.00 on Monday, July 27th, 2026, renewing the requested judicial determination concerning counsel's appearance, represented-client identity, scope of representation, and settlement authority.

This delivery-and-confirmation request does not itself request acceptance of the Offer or modify the statutory thirty-day acceptance period, which extends through Monday, August 17th, 2026, because the thirtieth day falls on Saturday, August 15th, 2026.

Please directly confirm receipt of this service email and both PDF attachments at your earliest availability. Thank you.

Very Truly Yours,

- Matthew Elliott

203-383-0079

matthewelliotts@gmail.com

15 Avalon Drive, Unit 1121, Milford, CT, 06460

2 Attachments • Scanned by Gmail ⓘ ⬇️ 🗑️ Add all to Drive

