

V.
NEW YORK BARIATRIC GROUP (NYBG)
Defendant

August 3rd, 2026

**Plaintiff Entry 180.00 - Notice of Appeared Attorney Michael J. Keane Jr.'s July 31st, 2026
Representation of Defendant's Rejection of Plaintiff's Offer of Compromise, Entry 173.00;
Unresolved Principal-Member Delivery & Receipt Confirmations; Deferral of Counsel-
Disqualification; and Preserved Application of General Statutes § 52-192a(c)**

The self-represented Plaintiff Matthew Elliott submits this Notice following Entry 178.00 and attaches and incorporates the complete July 16th through July 31st, 2026 procedural correspondence between the Plaintiff and appeared Attorney Michael J. Keane Jr. of Garfunkel Wild P.C. concerning Entry 173.00, the Plaintiff's Offer of Compromise under General Statutes § 52-192a for the sum certain of \$12,500,000.00, which the Defendant New York Bariatric Surgery Group, PLLC (d/b/a New York Bariatric Group), through its appeared attorney, has denied by July 31st, 2026.

1. The attached correspondence is provided in its complete chronological form so that the Court may directly review the parties' respective statements, service communications, requests, representations, and responses without Entry 180.00 separately summarizing, quoting, or reconstructing an email exchange that is fully preserved within the included attachment.
2. The attached thread consists of procedural correspondence arising directly from this civil action and from the electronic service of filed Court entries pursuant to Practice Book §§ 10-12(a) and 10-13, with the incorporated email record and corresponding certification preserving proof of that service pursuant to P.B. § 10-14(a). It includes the Plaintiff's service of Entry 173.00 and its supporting attachment upon appeared Attorney Keane; the subsequent service of Entry 178.00; the requested confirmations concerning appeared-counsel receipt, principal-member delivery, actual receipt, and organizational authority; and Attorney Keane's resulting representations concerning the Defendant's rejection of the Offer of Compromise. Because the correspondence itself forms the procedural service-and-response record between the parties

concerning those filed entries, the Plaintiff places the complete thread before the Court so that both parties' exact statements may be reviewed directly in their chronological context.

3. The limited present application of the attached correspondence is that Attorney Keane, appearing as the Defendant's attorney, represented in writing by July 31st, 2026 that the Defendant had rejected Entry 173.00 and attributed that rejection to principal member and NYBG founder Dr. Shawn Garber. Entry 180.00 therefore records the Defendant's rejection through the written representation of its appeared attorney.

4. Attorney Keane's representation of the Defendant's rejection does not inherently confirm that Dr. Shawn Garber personally received, reviewed, authorized, or performed the attributed rejection as a principal member acting for the named Defendant New York Bariatric Surgery Group, PLLC. The requested documentary delivery record, date and method of principal-member receipt, separate principal-member acknowledgment, and confirmation of the organizational capacity through which the represented rejection occurred were not provided within the attached correspondence.

5. The Defendant's represented rejection therefore does not establish that the Plaintiff's three separate and cumulative confirmation requirements preserved through Entry 178.00 were collectively satisfied, as it solely constitutes evidence of receipt by the Defendant's attorney. Attorney Keane's receipt of the Offer and subsequent representation of its rejection remain distinct from neutral documentary proof of delivery to an identified principal member, that principal member's separate acknowledgment of actual receipt and knowledge, and confirmation of the represented-client identity and organizational authority through which the Offer was evaluated and rejected.

6. The unresolved confirmation requirements arise from the business-entity identity record presented within Entry 173.00. Within the parties' parallel Connecticut Commission on Human Rights and Opportunities (CHRO) public-accommodations sex/gender-discrimination proceeding, Case No. 2620155, filing materials signed by Attorney Keane and served by his unauthorized colleague, Attorney Kathleen M. Brown, identified Long Island Minimally Invasive Surgery, P.C. (LIMIS P.C.), Connecticut business ALEI No. 1221221, as outside counsel's organizational client and presented New York Bariatric Group (NYBG) as simply its d/b/a, while the January 6th, 2026 verification made under oath by NYBG Plastics Department

Manager Christine Meurer likewise identified her as a representative of LIMIS P.C. Entry 173.00 contrasted those representations with the Defendant actually identified and served within this action, New York Bariatric Surgery Group, PLLC, Connecticut business ALEI No. 1318799, and preserved the resulting uncertainty concerning which specific business entity retained counsel and which principal member authorized representation of the Defendant. The same December 2025 CHRO filing materials additionally contained an attorney-submitted statement misidentifying “the Aesthetic Practice Plastic Surgery and Medical Spa” as the represented CHRO Respondent, despite that Darien, Connecticut medical practice possessing no publicly identified organizational relationship to the collective New York Bariatric Group entities, including the Defendant New York Bariatric Surgery Group, PLLC or its corporate sister entity, LIMIS P.C. These severe and conflicting entity presentations remain directly relevant to the represented-client identity, principal-member delivery, actual receipt, and organizational authority underlying the rejection now attributed by the Defendant’s counsel, Attorney Keane.

7. Entry 178.00 preserved the Plaintiff’s counsel-disqualification procedure if those cumulative confirmation requirements remained unsatisfied through July 31st, 2026. The Plaintiff presently defers that filing because Entry 179.00 subsequently imposed an unorthodox and expedited in-person Order to Show Cause hearing for August 4th, 2026, requiring the Plaintiff’s immediate preparation of his written response, supporting motion filings, and oral presentation concerning the presented sanctions language and additional outstanding matters identified by the Court after it has already failed to supervise those same paramount matters throughout nearly the entire action.

8. This present deferral does not, in any form, whether retroactively or contemporaneously, constitute withdrawal, abandonment, satisfaction, waiver, or resolution of the preserved counsel-disqualification procedure; acceptance of Attorney Keane’s represented-client identity, scope of representation, or organizational settlement authority; independent confirmation that Dr. Shawn Garber personally received or rejected the Offer; or concession that the delivery, receipt, principal-member, representation, and process-integrity requirements preserved through Entries 173.00 and 178.00 were satisfied.

9. Through the written representation of the Defendant's appeared attorney that Entry 173.00 had been rejected by July 31st, 2026, the Plaintiff in good faith provides neutral formal notice of the Defendant's denial of the Plaintiff's Offer of Compromise.

Accordingly, if the Court or jury subsequently awards the Plaintiff an amount equal to or greater than the \$12,500,000.00 sum certain stated within Entry 173.00, the Plaintiff preserves the application of Connecticut General Statutes § 52-192a(c) and every corresponding statutory consequence arising from that qualifying judgment or award. Entry 180.00 does not request present adjudication of those consequences, and affirmatively records the Defendant's represented denial prior to the original statutory deadline of August 17th, 2026, and therefore preserves their application upon entry of the qualifying judgment or award contemplated by that subsection.

TELL SHAYON I SEND MY REGARDS!!! HAHAHA
TO GUYS GET THIS BLOWUP??? AHHAHA

Certification of Service

I, Matthew Anthony Elliott, certify that a copy of the above was or will immediately be delivered electronically on August 3rd, 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,

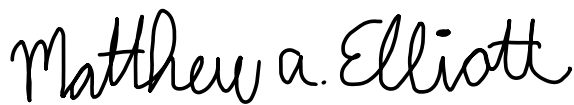
— Matthew Anthony Elliott, Self-Represented Plaintiff

Phone: 203-383-0079

Email: matthewelliottsj@gmail.com

Date: August 3rd, 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 Inbox x

AI Overview



Matt Elliott <matthewelliotts@gmail.com>
to Mickey

Jul 16, 2026, 1:16 PM

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



Matt Elliott <matthewelliotts@gmail.com>
to Mickey

Jul 24, 2026, 4:59 PM (8 days ago)

Good afternoon Attorney Keane,

I am forwarding below my original July 16th, 2026 service concerning the Plaintiff's Offer of Compromise, Entry 173.00, and the attached March 11th, 2026 Connecticut Secretary of the State annual report for New York Bariatric Surgery Group, PLLC.

I have today filed Entry 178.00 providing formal notice that, in the mutual good-faith interest of settlement and mediation, I have extended the original July 24th, 2026 confirmation deadline by seven calendar days through Friday, July 31st, 2026.

The three separate and cumulative confirmations remain required: your individual confirmation of receipt of the July 16th service and filing attachments; documentary confirmation that the Offer was delivered to one or more principal members identified within the March 11th, 2026 Secretary of the State annual report; and verifiable written confirmation from one or more of those principal members acknowledging actual receipt and knowledge of the Offer of Compromise.

As cited within the Notice, this extension does not amend or otherwise alter Entry 173.00 or its statutory acceptance period through Monday, August 17th, 2026. If all three confirmation requirements remain unsatisfied through July 31st, 2026, I will respectfully proceed with the separately preserved counsel disqualification motion filing by Monday, August 3rd, 2026, in the best interests of myself and the Defendant New York Bariatric Surgery Group, PLLC.



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

Jul 24, 2026, 4:59 PM (8 days ago) ☆ ☺ ↶ ⋮

Good afternoon Attorney Keane,

I am forwarding below my original July 16th, 2026 service concerning the Plaintiff's Offer of Compromise, Entry 173.00, and the attached March 11th, 2026 Connecticut Secretary of the State annual report for New York Bariatric Surgery Group, PLLC.

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Please confirm receipt of this forwarded service and the Notice within Entry 178.00 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

3 Attachments • Scanned by Gmail ⌵ 🗑️ Add all to Drive



Keane, Mickey
to me ▾

Jul 29, 2026, 4:59 PM (3 days ago) ☆ ☺ ↶ ⋮

Mr. Elliot,

Connecticut General Statutes Section 52-192a. states that defendant have 30 days to respond. Please state what authority you are relying to create a 14 day deadline?

Nevertheless, NYBG has your offer of compromise.

Thanks,

Mickey Keane

Partner | Garfunkel Wild, P.C.

NY: 516.393.2538 | CT: 203.316.0483 | NJ: 201.883.1030

mjkeane@garfunkelwild.com | www.garfunkelwild.com | [My LinkedIn](#)



****Please note: Garfunkel Wild's Great Neck office has relocated to 900 Stewart Avenue, 4th Floor, Garden City, NY 11530****

From: Matt Elliott <matthewelliotts@gmail.com>

Sent: Friday, July 24, 2026 5:00 PM

To: Keane, Mickey <mjkeane@garfunkelwild.com>

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

*** External emailj ***



Keane, Mickey

to me

Jul 29, 2026, 4:59 PM (3 days ago) ☆ 😊 ↩ ⋮

Mr. Elliot,

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*** External email ***

Disclaimer

NOTICE: This e-mail and the attachments hereto, if any, may contain legally privileged and/or confidential information. It is intended only for use by the named addressee(s). If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail and the attachments hereto, if any, is strictly prohibited. If you have received this transmission in error, please immediately notify the sender by telephone and permanently delete this e-mail and the attachments hereto, if any, and destroy any printout thereof.



Keane, Mickey

to me

Jul 31, 2026, 1:13 PM (23 hours ago) ☆ 😊 ↩ ⋮

Mr. Elliot,

NYBG has rejected your offer of compromise.

Also, as a courtesy, I am attaching a court order, that was sent out today, stating that there is in person conference on August 4, 2026.

One attachment • Scanned by Gmail ✓ Added to Drive



Matt Elliott <matthewelliotts@gmail.com>

to Mickey

Jul 31, 2026, 2:11 PM (22 hours ago) ☆ 😊 ↩ ⋮

Good afternoon Micke,

As previously requested, may you please contemporaneously provide the Court a Notice Entry as the appeared attorney/retained counsel for the Defendant New York Bariatric Surgery Group, PLLC (CT Business ALEI - 1318799), directly stating the individual names of the principal member(s) of the Defendant that my July 16th, 2026 Plaintiff Offer of Compromise was serviced towards, and which individual names member(s) have provided yourself and myself with a rejection of said Offer.

If this filing will not be provided, please state why and I am able to provide this Rejection Notice on your behalf to inform the Court of said omission of documentation.

I am also grateful that the Court has finally allowed oral case management to ensure the legally owed disposition of Elliott v.



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

Jul 31, 2026, 2:11 PM (22 hours ago) ☆ 😊 ↩ ⋮

Good afternoon Micke,

As previously requested, may you please contemporaneously provide the Court a Notice Entry as the appeared attorney/retained counsel for the Defendant New York Bariatric Surgery Group, PLLC (CT Business ALEI - 1318799), directly stating the individual names of the principal member(s) of the Defendant that my July 16th, 2026 Plaintiff Offer of Compromise was serviced towards, and which individual names member(s) have provided yourself and myself with a rejection of said Offer.

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Very Truly Yours,

- Matthew Elliott

203-383-0079

matthewelliotts@gmail.com

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



Keane, Mickey
to me ▾

Jul 31, 2026, 2:27 PM (22 hours ago) ☆ 😊 ↩ ⋮

If the rules require that I file something with the Court then I will. As requested, can you point me what statute requires that I file a response.

Sent from my iPhone

On Jul 31, 2026, at 2:12 PM, Matt Elliott <matthewelliotts@gmail.com> wrote:

*** External email ***

Good afternoon Micke,

As previously requested, may you please contemporaneously provide the Court a Notice Entry as the appeared attorney/retained counsel for the Defendant New York Bariatric Surgery Group, PLLC (CT Business ALEI - 1318799), directly stating the individual names of the principal member(s) of the Defendant that my July 16th, 2026 Plaintiff Offer of Compromise was serviced towards, and which individual names member(s) have provided yourself and myself with a rejection of said Offer.

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Very Truly Yours,

- Matthew Elliott

203-383-0079

matthewelliotts@gmail.com

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

On Fri, Jul 31, 2026 at 1:13 PM Keane, Mickey <mjkeane@garfunkelwild.com> wrote:

Mr. Elliot



Keane, Mickey

to me ▾

Jul 31, 2026, 3:44 PM (21 hours ago)



Matt,

I would appreciate a response. I have reviewed the applicable rules and do not see any requirement that the rejection of the Offer of Compromise be filed on the docket. Dr. Garber rejected the offer, and I would prefer not to burden the Court with unnecessary filings.

Accordingly, please let me know the basis for your position that a response must be filed.

I look forward to seeing you on Tuesday.

Mickey Keane

Partner | Garfunkel Wild, P.C.

NY: 516.393.2538 | CT: 203.316.0483 | NJ: 201.883.1030

mjkeane@garfunkelwild.com | www.garfunkelwild.com | [My LinkedIn](#)





Matt Elliott <matthewelliotts@gmail.com>

to Mickey ▾

Jul 31, 2026, 4:03 PM (21 hours ago)



Good afternoon Mickey,

Although the applicable statute does not specifically provide that a rejection must be filed on the docket, the inherent request stemmed from the logic of confirming under the Court record itself that the Defendant (Defendant New York Bariatric Surgery Group, PLLC (CT Business ALEI - 1318799) by its appeared counsel/attorney in yourself has rejected the Offer of Compromise, therefore eliminating the "unaddressed" ambiguity if the filing were therefore to be considered denied due to a response not being provided by a Defendant under the CGS § 52-192a(a) subsection itself.

I appreciate your confirmation pertaining to principal member Dr. Shawn Garber, and due to this confirmation, may you please plainly state what day and time Dr. Shawn Garber was serviced the Offer by yourself, alongside what method (email/mail), in order for me to mutually provide the Court with this confirmation in order to subsequently invoke the Defendant denial provisions of CGS § 52-192a(c).

I will also appreciate if this service, if done by email, could be forwarded or provided by PDF if said PDF contains these dated identifiers and principal member interactions.

Additionally, the Court via Entry 179.00 had inherently presented that myself as Plaintiff is individually ordered to show cause in person on August 4th, 2026, at 9:15 AM, and due to my knowledge that you are typically based in New York, I separately in good faith did not expect that yourself would be required to attend the hearing, both due to short notice and traveling logistics. If this is not the case, and the Court also invites the Defendant's counsel to attend, by all means I look forward to seeing you as well.

Very Truly Yours,

- Matthew Elliott

203-383-0079

matthewelliotts@gmail.com

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



Keane, Mickey

to me ▾

Jul 31, 2026, 4:11 PM (20 hours ago)



I rearranged my schedule, so I will be there on Tuesday.

As for your second point, communications with the client are privileged. I am certainly willing to be cordial and provide basic information, such as confirming that Dr. Garber rejected the offer. However, there has to be some sense of reasonableness. I am not going to disclose information that I am not obligated to provide under the rules.

If you can point me to a rule requiring that disclosure, I will discuss it with my client.

Mickey Keane

Partner | Garfunkel Wild, P.C.

NY: 516.393.2538 | CT: 203.316.0483 | NJ: 201.883.1030

mjkeane@garfunkelwild.com | www.garfunkelwild.com | [My LinkedIn](#)



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Sent: Friday, July 31, 2026 4:03 PM

To: Keane, Mickey <mjkeane@garfunkelwild.com>