

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Eliyahu Mirlis
(b) County of Residence of First Listed Plaintiff Middlesex, NJ
(c) Attorneys (Firm Name, Address, and Telephone Number)
Matthew K. Beatman, John Cesaroni
Zeisler & Zeisler, P.C., 10 Middle St., 15th Fl., Bridgeport, CT 06604
203-368-4234

DEFENDANTS
Sarah Greer
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Stuart A. Margolis
Berdon, Young & Margolis, P.C., 350 Orange Street, 2nd Floor, New Haven, CT 06511; 203-772-3740

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 X 1
2 X 2
3 3
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and codes.

V. ORIGIN (Place an "X" in One Box Only)
X 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)(1)
Brief description of cause:
Fraudulent transfer, unjust enrichment, and constructive trust

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 238,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE Hon. Michael P. Shea
DOCKET NUMBER 3:16-cv-00678 (MPS)

DATE 12/19/2018
SIGNATURE OF ATTORNEY OF RECORD /s/ John L. Cesaroni

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELIYAHU MIRLIS,

Plaintiff,

Case No. _____

v.

SARAH GREER,

Defendant.

COMPLAINT

The Plaintiff, Eliyahu Mirlis (“Plaintiff”), for his complaint against Sarah Greer (“Defendant”) alleges as follows:

PRELIMINARY STATEMENT

1. This action seeks to recover funds fraudulently transferred and/or transferred from Defendant’s husband, Daniel Greer (“D. Greer”) and the Yeshiva of New Haven, Inc. (the “Yeshiva”) to Defendant. Despite the fact that Plaintiff had claims against D. Greer and the Yeshiva, and D. Greer, the Yeshiva, and Defendant knew about such claims, D. Greer and the Yeshiva transferred property to Defendant in order to avoid paying the claims that Plaintiff has against D. Greer and the Yeshiva, including claims pursuant to a judgment obtained by Plaintiff against D. Greer and the Yeshiva based upon D. Greer’s sexual abuse of Plaintiff when he was a minor student at the Yeshiva, a school managed and controlled by D. Greer in *Eliyahu Mirlis v. Daniel Greer et al.*, 3:16-cv-00678 (MPS) (the “Underlying Action”).

2. In this action, Plaintiff alleges that Defendant was the recipient of three distinct types of fraudulent transfers from D. Greer and the Yeshiva. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The result of this was to hinder, delay or defraud Plaintiff by intentionally reducing D. Greer’s assets available to creditors and increasing the assets in the name of Defendant, which had the intended effect of preventing Plaintiff from collecting on the claims that Plaintiff had against D. Greer. Last, D. Greer and Defendant are officers and directors of the Yeshiva, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This is part of a concerted effort by D. Greer and the Yeshiva to transfer funds to Defendant, which benefit both D. Greer and Defendant, to shield them from collection of the judgment in the Underlying Action and to hinder, delay and defraud Plaintiff. Thus, in this action, Plaintiff seeks to avoid said fraudulent transfers and recover them to satisfy the judgment he obtained against D. Greer and the Yeshiva.

JURISDICTION, VENUE AND NATURE OF THIS PROCEEDING

3. This complaint initiates an action to recover certain fraudulent transfers and related relief pursuant to the Connecticut Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552 et seq., 52-562, and Connecticut common law as well as to impose a constructive trust on such fraudulent transfers.

4. This Court has subject matter jurisdiction over this action based upon its ancillary jurisdiction to enforce the Judgment.

5. This Court additionally has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) based on diversity of citizenship as the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and Plaintiff and Defendant are citizens of different states.

6. Venue of this action in the District of Connecticut is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2) because Defendant resides in this district and a substantial amount of the events or omissions giving rise to this claim occurred in this district.

PARTIES

7. Plaintiff is an individual who resides in and is a citizen of the State of New Jersey.

8. Defendant is an individual who resides in and is a citizen of the State of Connecticut. Defendant is the wife of D. Greer, and they have been married since 1971.

9. Defendant and D. Greer currently live together as husband and wife and are not estranged from each other.

10. Upon information and belief, Defendant and D. Greer lived together as husband and wife since at least 2002 and have not been estranged from each other during that time.

FACTS COMMON TO ALL COUNTS

The Underlying Action Against D. Greer and the Yeshiva

11. Plaintiff commenced the Underlying Action against D. Greer and the Yeshiva on May 3, 2016.

12. Plaintiff alleged in his original Complaint, and ultimately in his Third Amended Complaint (the “Third Amended Complaint”), *inter alia*, that beginning in 2002, when Plaintiff was between the ages of fifteen and seventeen years old and a student at the Yeshiva, D. Greer repeatedly and continuously sexually abused, exploited, and assaulted him.

13. On or about May 18, 2017, the jury in the Underlying Action returned its verdict against D. Greer and the Yeshiva, finding that Plaintiff had proven each of the causes of action alleged against them in the Third Amended Complaint. The jury awarded Plaintiff \$15,000,000 in compensatory damages and found that Plaintiff was entitled to punitive damages from both D. Greer and the Yeshiva.

14. On June 6, 2017, the Court entered a judgment against D. Greer and the Yeshiva in the total amount of \$21,749,041.10, including \$5,000,000 in punitive damages and \$1,749,041.10 in offer-of-compromise interest (the "Judgment").

15. The Judgment remains almost completely unsatisfied, and in fact, the amount of the Judgment has increased on account of accruing post-judgment interest.

[REDACTED]

16. At all relevant times herein, D. Greer was president of the Yeshiva and a member of its board of directors, [REDACTED]

[REDACTED]

17. At all relevant times, Defendant [REDACTED] was a member of its board of directors. [REDACTED]

[REDACTED]

18. Plaintiff had a claim or claims against D. Greer and the Yeshiva since at least 2002 when D. Greer began his pattern of repeatedly sexually abusing, exploiting, and molesting Plaintiff, who, at the time, was a minor child and a boarding student at the Yeshiva.

19. D. Greer was aware, or reasonably should have been aware, that Plaintiff had a claim or claims against him as of 2002.

20. The Yeshiva knew, or reasonably should have been aware, that Plaintiff had a claim or claims against it as of 2002, *inter alia*, because it is imputed with the knowledge of D. Greer, its president and director.

21. Defendant was aware of the claims against D. Greer and the Yeshiva at least as early as the commencement of the Underlying Action on May 3, 2016.

22. At [REDACTED]
[REDACTED]

23. [REDACTED]
[REDACTED]

24. [REDACTED]
[REDACTED]
[REDACTED]

25. [REDACTED]
[REDACTED]
[REDACTED]

26. [REDACTED]
[REDACTED]
[REDACTED]

27. [REDACTED]
[REDACTED]
[REDACTED]

28. [REDACTED]
[REDACTED]

29. [REDACTED]

[REDACTED]

30. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31. [REDACTED]

[REDACTED]

[REDACTED]

32. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

33. [REDACTED]

[REDACTED]

34. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

35. [REDACTED]

[REDACTED]

[REDACTED]

36. [REDACTED]

[REDACTED]

[REDACTED]

37. [REDACTED]

[REDACTED]

38. [REDACTED]

39. Upon information and belief, the purpose of [REDACTED] was to denude D. Greer of assets while allowing Defendant to retain assets so that D. Greer could avoid paying his creditors, including Plaintiff.

[REDACTED]

[REDACTED]

40. [REDACTED]

[REDACTED]

[REDACTED]

41. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

42. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

43. [REDACTED] at all times thereafter, Defendant and D. Greer were members of the board of directors of the Yeshiva. In addition, Defendant and D. Greer were officers of the Yeshiva at all relevant times.

44. [REDACTED]
[REDACTED]

45. [REDACTED]
[REDACTED]

46. [REDACTED]
[REDACTED]
[REDACTED]

47. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] for the purpose of transferring assets from the Yeshiva and D. Greer to Defendant to hinder Plaintiff’s collection of his Judgment against the Yeshiva and D. Greer.

First Claim for Relief (Intentional Fraudulent Transfer Pursuant to Conn. Gen. Stat. § 52-552e(a)(1))

48. Plaintiff held a claim against D. Greer and the Yeshiva as that term is defined in Conn. Gen. Stat. § 52-552b(3), and such claim arose before their assets were transferred to Defendant, including but not limited to the [REDACTED] [REDACTED] (collectively, the “Transfers”) were made.

49. The Transfers were made with the actual intent to hinder, delay or defraud D. Greer and the Yeshiva’s creditors, including Plaintiff.

50. The Transfers constitute fraudulent transfers in violation of Conn. Gen. Stat. § 52-552e(a)(1).

51. As a direct and proximate result of the Transfers, Plaintiff has suffered money damages.

52. Plaintiff is entitled to avoid the Transfers, to have them set aside, and to recover the Transfers or the value thereof pursuant to Conn. Gen. Stat. §§ 52-552e(a)(1), 52-552h(a), and 52-552i(b) from Defendant and to an injunction against Defendant prohibiting her from further transferring the property transferred.

**Second Claim for Relief (Constructive Fraudulent Transfer
Pursuant to Conn. Gen. Stat. § 52-552f(a))**

53. Plaintiff held a claim against D. Greer and the Yeshiva as that term is defined in Conn. Gen. Stat. § 52-552b(3) and such claim arose before the Transfers were made.

54. D. Greer and the Yeshiva did not receive reasonably equivalent value in exchange for the Transfers.

55. The Transfers were made at a time when D Greer and/or the Yeshiva [REDACTED]

56. The Transfers constitute fraudulent transfers within the meaning of, and in violation of Conn. Gen. Stat. §§ 52-552e(a)(2) and/or 52-552f(a).

57. As a direct and proximate result of the Transfers, Plaintiff has suffered money damages.

58. Plaintiff is entitled to avoid the Transfers, to have them set aside, and to recover the Transfers or the value thereof pursuant to Conn. Gen. Stat. §§ 52-552e(a)(2), 52-552f(a), 52-552h(a), and 52-552i(b) from Defendant and to an injunction against Defendant prohibiting her from further transferring the property transferred.

**Third Claim for Relief (Constructive Fraudulent Transfer
Pursuant to Conn. Gen. Stat. § 52-552e(a)(2))**

59. Plaintiff held a claim against D. Greer and the Yeshiva as that term is defined in Conn. Gen. Stat. § 52-552b(3) and such claim arose before the Transfers were made.

60. D. Greer and the Yeshiva did not receive reasonably equivalent value in exchange for the Transfers.

61. The Transfers were made at a time when (A) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

62. The Transfers constitute fraudulent transfers within the meaning of, and in violation of Conn. Gen. Stat. §§ 52-552e(a)(2).

63. As a direct and proximate result of the Transfers, Plaintiff has suffered money damages.

64. Plaintiff is entitled to avoid the Transfers, to have them set aside, and to recover the Transfers or the value thereof pursuant to Conn. Gen. Stat. §§ 52-552e(a)(2), 52-552h(a), and 52-552i(b) from Defendant and to an injunction against Defendant prohibiting her from further transferring the property transferred.

Fourth Claim for Relief (Common Law Fraudulent Transfer)

65. The Transfers to Defendant were fraudulent in that (A) they were made with actual intent to avoid the claims owed to Plaintiff, and/or (B) they were made without any substantial consideration by D. Greer and the Yeshiva, [REDACTED]

[REDACTED]

66. Defendant did not pay fair consideration for the Transfers.

67. Defendant had actual or constructive knowledge that the Transfers were fraudulent at the time that they were made.

68. As a direct and proximate result of the Transfers, Plaintiff has suffered money damages.

69. Plaintiff is entitled to avoid the Transfers, to have them set aside, and to recover the Transfers or the value thereof from Defendant.

Fifth Claim for Relief (Unjust Enrichment)

70. Through the receipt of the Transfers, Defendant has received a benefit.

71. Defendant has unjustly failed to pay the Transfers, or the value, to Plaintiff.

72. Defendant's failure to pay Plaintiff the Transfers, or the value thereof, is to the detriment of Plaintiff in that, without limitation, his ability to collect the Judgment has been hindered, delayed, and frustrated.

73. As a result of the foregoing Defendant has been unjustly enriched in an amount to be proven at trial, but not less than the amount of the Transfers.

Sixth Claim for Relief (Imposition of a Constructive Trust)

74. D. Greer and/or the Yeshiva are the equitable owners of the Transfers.

75. Through her receipt of the Transfers as set forth herein, Defendant has (A) by actual or constructive fraud, by duress or abuse of confidence, by commission of wrong, and/or by unconscionable conduct, artifice, concealment, and/or by questionable means; and/or (B) in a way against equity and good conscience, obtained the Transfers, which she ought not, in equity and good conscience, hold and enjoy.

76. D. Greer and the Yeshiva [REDACTED]

77. Defendant has engaged in conduct that has wrongfully harmed Plaintiff by reason of the foregoing scheme to shield assets of D. Greer and the Yeshiva, who have used Defendant as a conduit to amass their assets in her name.

78. Defendant has been unjustly enriched to the detriment of Plaintiff.

79. Plaintiff may hold Defendant personally liable to Plaintiff for the Judgment, at least to the value of the Transfers.

80. By reason of the foregoing, a constructive trust should be imposed upon the Transfers or the value thereof, and Defendant should be required to hold the same for the benefit of Plaintiff.

WHEREFORE, the plaintiff, Eliyahu Mirlis, respectfully requests that this Court enter the following relief in his favor and against the defendant, Sarah Greer, as follows:

- a. Money damages;
- b. The avoidance of the Transfers;
- c. The imposition of a constructive trust against the Transfers;
- d. A finding, judgment, and decree that Defendant holds the Transfers in constructive trust for the benefit of Plaintiff;
- e. Reasonable attorneys' fees;
- f. Pre-judgment interest;
- g. Costs; and
- h. Such other and further relief as the Court deems just and proper.

Dated at Bridgeport, Connecticut, this 19th day of December, 2018.

THE PLAINTIFF,
ELIYAHU MIRLIS

By: /s/ John L. Cesaroni _____
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