

APPENDIX A

D. Conn.
19-cv-738
Thompson, J.

United States Court of Appeals FOR THE SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 10th day of April, two thousand twenty.

Present:

Susan L. Carney,
Richard J. Sullivan,
Joseph F. Bianco,
Circuit Judges.

In Re Sherri Speer,

Debtor.

Sherri Speer,

Debtor-Appellant,

v.

20-255

Michael Teiger, et al.,

Creditors-Appellees,

United States Trustee,

Trustee.

This Court has determined sua sponte that it lacks jurisdiction over this appeal because a final order has not been issued by the bankruptcy court or district court as contemplated by 28 U.S.C. §§ 158(d) and 1291. *In re Fugazy Express, Inc.*, 982 F.2d 769, 775-76 (2d Cir. 1992). Upon due consideration, it is hereby ORDERED that the appeal is DISMISSED.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk of Court

Catherine O'Hagan Wolfe


4a

APPENDIX D

UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

In re:

SHERI SPEER

Debtor.

BKY CASE NO. 14-21007 (AMN)

CASE NO. 3:19-CV-738 (AWT)

SHERI SPEER,

Appellant,

v.

MICHAEL TIEGER,

Appellee,

CLIPPER REALTY TRUST,

Appellee,

SLS HEATING, LLC,

Appellee,

SEAPORT CAPITAL PARTNERS, LLC,

Appellee.

JUDGMENT

This action having come on for consideration of the appellant's appeal of the Bankruptcy Court's decision entered in this bankruptcy proceeding before the Honorable Alvin W. Thompson, United States District Judge.

On December 13, 2019, the Court having considered the full record of the case including applicable principles of law, issued an order affirming the judgment of the Bankruptcy Court. It is therefore;

ORDERED, ADJUDGED AND DECREED that judgment is hereby entered affirming the judgment of the Bankruptcy Court, and this case is closed.

Dated at Hartford, Connecticut, this 19th day of December, 2019.

ROBIN D. TABORA, Clerk

By /s/ Linda S. Ferguson
Linda S. Ferguson
Deputy Clerk

EOD: 12/19/19

2a

APPENDIX B
UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 27th day of May, two thousand twenty.

In Re: Sheri Speer,
Debtor.

Sheri Speer,
Debtor-Appellant,

ORDER

Docket No: 20-255

v.

Michael Teiger, Clipper Realty Trust, SLS Heating, LLC,
Seaport Capital Partners, LLC,

Creditors - Appellees,

United States Trustee,

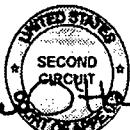
Trustee.

Appellant, Sheri Speer, filed a motion for panel reconsideration, or, in the alternative, for reconsideration *en banc*. The panel that determined the appeal has considered the request for reconsideration, and the active members of the Court have considered the request for reconsideration *en banc*.

IT IS HEREBY ORDERED that the motion is denied.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

Catherine O'Hagan Wolfe


MANDATE

3a

APPENDIX C

D. Conn.
19-cv-738
Thompson, J.

United States Court of Appeals FOR THE SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 10th day of April, two thousand twenty.

Present:

Susan L. Carney,
Richard J. Sullivan,
Joseph F. Bianco,
Circuit Judges.

In Re Sherri Speer,

Debtor.

Sherri Speer,

Debtor-Appellant,

v.

20-255

Michael Teiger, et al.,

Creditors-Appellees,

United States Trustee,

Trustee.

This Court has determined sua sponte that it lacks jurisdiction over this appeal because a final order has not been issued by the bankruptcy court or district court as contemplated by 28 U.S.C. §§ 158(d) and 1291. *In re Fugazy Express, Inc.*, 982 F.2d 769, 775-76 (2d Cir. 1992). Upon due consideration, it is hereby ORDERED that the appeal is DISMISSED.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk of Court

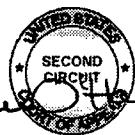
A True Copy

Catherine O'Hagan Wolfe, Clerk

United States Court of Appeals, Second Circuit

SECOND CIRCUIT

Catherine O'Hagan Wolfe



MANDATE ISSUED ON 06/03/2020

APPENDIX E

APPEAL, CONVERTED, BLOCK, 727EXT, 727OBJ, EXHIBITS, 727OBJ, NO_DISCHARGE

**U.S. Bankruptcy Court
District of Connecticut (Hartford)
Bankruptcy Petition #: 14-21007**

Assigned to: Ann M. Nevins
Chapter 7
Previous chapter 7
Original chapter 7
Involuntary

Date filed: 05/20/2014
Date converted: 04/24/2015
341 meeting: 10/28/2015
Deadline for filing claims: 08/18/2015
Deadline for objecting to discharge: 07/20/2015
Deadline for financial mgmt. course: 07/20/2015

Debtor

Sheri Speer
151 Talman Street
Norwich, CT 06360
NEW LONDON-CT
SSN / ITIN: xxx-xx-3944

represented **Sheri Speer**
by PRO SE

Vincent J. Fazzone
PO Box 223
Norwich, CT 06360
860-581-0852
Fax : 860-887-2089
Email: fazzonelaw@hotmail.com
TERMINATED: 04/21/2017

Edward C. Taiman, Jr.
(See above for address)
TERMINATED: 11/03/2017

Petitioning Creditor

Michael Teiger
c/o Conn & Conn Co.
740 North Main Street
West Hartford, CT 06117

represented **Patrick W. Boatman**

by Law Offices of Patrick W. Boatman, LLC
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Jenna N. Sternberg
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Petitioning Creditor
Clipper Realty Trust
Elizabeth Alina, Trustee
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Groton, CT 06340

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Jenna N. Sternberg
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Petitioning Creditor
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Ward Kneeland
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New London, CT 06320

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Jenna N. Sternberg
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Petitioning Creditor
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represented **Patrick W. Boatman**
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Donna R. Skaats
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Jenna N. Sternberg
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TERMINATED: 10/01/2018

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represented **Bonnie C. Mangan**
by (See above for address)

U.S. Trustee

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(203)773-2210

represented **Holley L. Claiborn**
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Filing Date	#	Docket Text
05/01/2019	1806	ORDER: ECF No. 1785, the debtor Sheri Speer's Motion to Dismiss, is hereby STRICKEN from the docket of this case. See ECF No. 1708, an Order Granting Motion for Injunctive Order Pursuant to D.Conn.L.R.16(g)(2). Even if the Motion to Dismiss were not stricken pursuant to ECF No. 1708, it is DENIED on the merits for the reasons stated during a hearing held on May 1, 2019. Ms. Speer appeared at the May 1st hearing and supplemented her written motion with oral argument. The Court has considered all issues and arguments made by Ms. Speer in support of her most recent Motion to Dismiss, both in the written motion and during oral argument, and finds them to be without merit. Accordingly, Ms. Speer's fifth attempt to dismiss this Chapter 7 case is stricken, and if not stricken, is denied. On or before May 1, 2019 the Clerk's Office shall serve this Order on Sheri Speer the Pro Se filer/litigant, via first class mail to the address listed on the Pro Se filer/litigant's pleading filed in the case. Signed by Judge Ann M. Nevins on May 1, 2019 (RE: <u>1785</u> Motion to Dismiss Case For under 11 USC 707(a) as well as 11 USC 303(i) and 305(a) Filed by Sheri Speer, Debtor). (Morgan, Nashae) (Entered: 05/01/2019)

PACER Service Center			
Transaction Receipt			
05/15/2019 09:00:15			
PACER Login:	Nickfanel6NV:5449188:0	Client Code:	
Description:	Docket Report	Search Criteria:	14-21007 Fil or Ent: filed Doc From: 1806 Doc To: 1806 Term: included Format: html Page counts for documents: included
Billable Pages:	3	Cost:	0.30

APPENDIX F

DOCKET NO. HHD-CV19-5061047-S	:	SUPERIOR COURT
SHERI SPEER	:	J.D. OF HARTFORD
VS	:	AT HARTFORD
STUART COHEN	:	SEPTEMBER <u>26</u> , 2019

STIPULATED JUDGMENT

WHEREAS, this action was brought and returnable to Hartford Superior Court; and

WHEREAS, the Parties desire to settle and resolve this Action and any and all Claims between them, whether asserted or unasserted, known or unknown, including, but not limited to those arising out of or in connection with this Action; and

WHEREAS the Parties wish to avoid the inconvenience, cost and uncertainty of protracted litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the sufficiency of which is acknowledged, the Parties hereto agree and freely stipulate that judgment enter in this matter as follows:

A. Stuart Cohen agrees, deposes and swears to the best of his knowledge and belief that:

1. Stuart Cohen admits, swears and avers all the allegations set forth in the Complaint in this matter are true.
2. He was contacted by Attorney Donna Skaats on behalf of Seaport Capital Partners, LLC numerous times during 2013 and 2014 in order to secure his participation on Dr. Teiger's behalf in an involuntary bankruptcy that was eventually filed and captioned In Re Speer 14-21007 ("the Bankruptcy"), and that Attorney Donna Skaats knew Attorney Robert Weinstein represented both he and Dr. Teiger at that time and was never aware of any permission granted by Attorney Robert Weinstein to have direct contact with him on that matter, and that Attorney Donna Skaats represented Seaport Capital Partners, LLC in foreclosure actions adversarially against Dr. Teiger's interests. Stuart Cohen admits that he was deceived and unduly influenced into participating in the Bankruptcy and committing Dr. Teiger on as the third petitioner necessary to meet the requirement to place the Plaintiff in an involuntary bankruptcy. Stuart Cohen further swears and avers that

Attorney Skaats falsely represented to him that participating in this Bankruptcy would obtain payment for Dr. Teiger, and he further swears and avers that Attorney Skaats sought his participation when the Plaintiff was still making timely payments on her loan to Dr. Teiger.

3. The Loan to Dr. Teiger was not paid as a consequence of Attorney Skaats' inducement of Stuart Cohen to, in a manner Dr. Teiger never condoned or made an informed, knowing and intelligent authorization commit Dr. Teiger as the third petitioning creditor. In doing so, Stuart Cohen swears and avers that he followed the legal advice given to me by Attorney Donna Skaats, which included obtaining, under these pretenses, a power of attorney from Dr. Teiger in order to commit him as a petitioning creditor in the Bankruptcy. Consequently, it is now the Parties' understanding that the Teiger loan is impossible to collect, and Dr. Teiger has, to the Parties' understanding, now given up any hope or prospect of collecting it, and this understanding is also consistent with orders entered by the Superior Court in an action assigned docket number X07-HHD-CV17-6078758-S.

4. Stuart Cohen swears, avers and deposes that Attorney Donna Skaats never disclosed to him: (1) the existence of a May 2014 trial where Seaport Capital Partners, LLC's claims would be tried; (2) the Plaintiff's counterclaims and special defenses pertaining to those claims; (3) that Seaport Capital Partners, LLC held mortgages superior to those of Dr. Teiger, which could have been rendered unenforceable in the event the Plaintiff prevailed at the trial; and that (4) the involuntary bankruptcy petition would be filed on the day prior to the trial, thereby preventing it from going forward.

5. Stuart Cohen swears, deposes and agrees that Seaport Capital Partners, LLC retained the services of Attorney Patrick Boatman and paid all the legal bills and costs to initiate and prosecute the Bankruptcy. Stuart Cohen further agrees that doing so and continuing to do so is in violation of orders entered by the Hartford Superior Court in a case assigned docket number X07-HHD-CV17-6078758-S and captioned PEREZ, JORGE, COMMISSIONER OF BANKING, STATE OF CO ET AL v. COHEN, STUART L., DBA CONN & CONN CO. ("Banking Commission Action") that: (1) all loans brokered by Stuart Cohen were declared to be not be in default nunc pro tunc; (2) all efforts of any agents, employees or other servants acting to enforce said loans (of which Attorney Patrick Boatman is one) cease; and (3) all monies or properties collected or obtained during the course of enforcing said loans by aforesaid agents, employees or other servants acting to enforce said loans be turned over to the Receiver appointed in the Banking

Commission Action. Stuart Cohen swears and affirms that he has no knowledge that Attorney Patrick Boatman has either complied with such orders or taken any such actions to comply with them.

6. Stuart Cohen swears, affirms and agrees that he has had adequate opportunity to consult counsel prior to entering into this agreement, he does so voluntarily, he does so willingly, he does so without any undue or improper influence, and he does so without any undue influence of alcohol, drugs or any other mental impairment.

B. ~~Stuart Cohen agrees to instruct Attorney Patrick Boatman, in writing and within two (2) business days of entering into this Stipulated Judgment, that his prosecution of the Bankruptcy on Dr. Teiger's behalf is and was in violation of orders entered by the Hartford Superior Court in a case assigned docket number X07-HHD-CV17-6078758-S and captioned PEREZ, JORGE, COMMISSIONER OF BANKING, STATE OF CO Et Al v. COHEN, STUART L., DBA CONN & CONN CO.~~ *effe*
OK

that: (1) loans brokered by Stuart Cohen were declared to be not be in default nunc pro tunc; (2) all efforts of any agents, employees or other servants acting to enforce said loans (of which Attorney Patrick Boatman is one) cease; and (3) all monies or properties collected or obtained during the course of enforcing said loans by aforesaid agents, employees or other servants acting to enforce said loans be turned over to the Receiver appointed in the Banking Commission Action. Stuart Cohen further agrees to instruct Attorney Patrick Boatman to inform the Bankruptcy Court of this instruction, and to take action to formally comply with such orders by: (1) taking all steps necessary for the removal Dr. Teiger as a petitioning creditor in the Bankruptcy (nunc pro tunc); and (2) making an accounting of his doings and collections activities associated with the Dr. Teiger Loan to the Plaintiff with the Receiver appointed in the Banking Commission Action.

C. ~~Stuart Cohen agrees to make himself reasonably available for testimony in the Bankruptcy or any other matter related thereto to any extent necessary to effectuate or otherwise set in motion the foregoing instructions to be made by him to Attorney Patrick Boatman.~~ *OK*
initials

D. The Parties agree that, upon full performance of Stuart Cohen pursuant to this Stipulated Judgment, that it shall resolve any and all causes of action in favor either one against the other from the date of the execution of this agreement to the Beginning of Time, and that neither shall forever not bring an action against the other pertaining to any such claims, known or unknown, asserted or unasserted. Full performance under this Stipulated Judgment shall operate as a full release of Stuart Cohen for any such claims.

E. The Parties to this Settlement Agreement agree that they have consulted with counsel of their choosing prior to execution of this Settlement

Agreement, fully understand their respective rights and obligations under this Stipulated Judgment, and actively negotiated the terms and conditions of this Stipulated Judgment so that no Party hereto shall construe the terms and conditions of this Settlement Agreement against the other Party based upon which Party drafted the same.

F. All the Parties acknowledge and agree that the consideration set forth herein constitutes full, fair and adequate consideration for the releases, warranties, covenants and promises made by them in this Stipulated Judgment. It is agreed, acknowledged and understood that this Stipulated Judgment shall be binding upon each of the Parties' respective officers, directors, principals, members, shareholders, former and present employees, agents, representatives insurers, subsidiaries, affiliates, parents, heirs, executors, administrators, successors and assigns, as is applicable.

G. This Stipulated Judgment contains the entire agreement of the Parties and fully supersedes any and all prior negotiations, agreements and understandings of the Parties, whether oral or written, with respect to the subject matter hereof. It is acknowledged and agreed that the subject matter of this Stipulated Judgment is a settlement of the Action and any other disputes or potential disputes between the Parties.

H. This Stipulated Judgment may not be modified or changed in any way except by a writing signed by all of the Parties hereto. The Parties expressly acknowledge that the terms of this Stipulated Judgment state the only consideration for signing, that no other promise or agreement has been made, and no party hereto signed in any reliance on any representation not stated herein. The parties further agree that this Agreement reflects the joint drafting efforts of the Parties, and that no rule of construction or interpretation regarding any alleged ambiguities in this Agreement shall be applied against any Party.

I. A breach by a party to this Stipulated Judgment shall not constitute a breach as to the other non-breaching parties and shall not affect the rights of the non-breaching parties hereunder except as stated below.

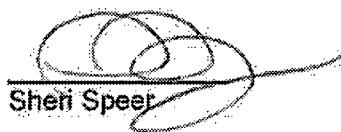
J. The provisions of this Stipulated Judgment are severable and a finding of invalidity or unenforceability of one or more of its provisions shall not affect the validity and enforceability of the other provisions.

K. The Parties agree that they forever, fully and absolutely waive any and all right to appeal, and that this Stipulated Judgment shall enter in this matter as a final judgment binding upon both Parties and entirely conclusive to the claims herein.

L. This agreement may be enforced by appropriate motion made to the Hartford Superior Court.

PLAINTIFF'S VERIFICATION AND AGREEMENT TO ENTER INTO
STIPULATED JUDGMENT

I, Sheri Speer, hereby agree to the foregoing, have had adequate opportunity to consult counsel prior to entering into this agreement, he do so voluntarily, do so willingly, do so without any undue or improper influence, and do so without any undue influence of alcohol, drugs or any other mental impairment.



Sheri Speer

OATH

STATE OF CONNECTICUT

S.S. _____

COUNTY OF Hartford

Sheri Speer, having satisfactorily identified herself, made oath as to the foregoing instrument as her own free act and deed this 26 day of September, 2019.



Katherine Albetski 11-30-21
Notary Public My Commission Expires

KATHERINE ALBETSKI
Notary Public, State of Connecticut
My Commission Expires November 30, 2021

**DEFENDANT'S VERIFICATION AND AGREEMENT TO ENTER INTO
STIPULATED JUDGMENT**

I, Stuart Cohen, hereby agree to the foregoing, have had adequate opportunity to consult counsel prior to entering into this agreement, he do so voluntarily, do so willingly, do so without any undue or improper influence, and do so without any undue influence of alcohol, drugs or any other mental impairment.



Stuart Cohen

OATH

STATE OF CONNECTICUT

s.s. _____

COUNTY OF Hartford

Stuart Cohen, having satisfactorily identified himself, made oath as to the foregoing instrument as his own free act and deed this 26 day of September, 2019.



Katherine Albetski

Notary Public

11-30-21

My Commission Expires

KATHERINE ALBETSKI
Notary Public, State of Connecticut
My Commission Expires November 30, 2021