

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

THE JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.),

John Hancock Life Insurance Company (U.S.A.) v. Posner et al

Plaintiff,

--against--

MARK POSNER and SAMUEL STEIN, in their  
capacities as Trustees of The Hermine Stein  
Irrevocable Life Insurance Trust, and  
LEVI GOLDSTEIN,

Defendants.

Doc. 18

Docket No.: 10-cv-1477 (RRM)(CLP)

**STIPULATION AND ORDER OF DISMISSAL WITHOUT PREJUDICE**

WHEREAS, on or about April 2, 2010, plaintiff the John Hancock Life Insurance Company (U.S.A.) ("Plaintiff"), filed a Complaint wherein it sought a declaratory judgment and damages against the defendants; and

WHEREAS, without admitting or acknowledging the validity of any claims or defenses asserted by any of the parties, Plaintiff and defendant Levi Goldstein are interested in resolving the issues alleged in the Complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the Plaintiff wishes to discontinue all of its claims against defendant Levi Goldstein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties and their respective counsel stipulate as follows:

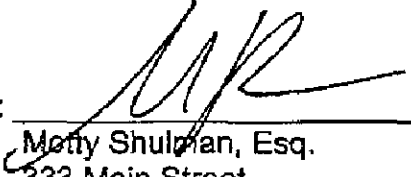
1. The parties hereby agree that the above-captioned action is dismissed and discontinued without prejudice only as to defendant Levi Goldstein, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

2. This Stipulation and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation.

Dated: Brooklyn, New York  
October 3, 2011

BOIES, SCHILLER & FLEXNER LLP  
*Attorneys for Plaintiff The John Hancock  
Life Insurance Company (U.S.A.)*

By: \_\_\_\_\_

  
Moty Shulman, Esq.  
333 Main Street  
Armonk, New York 10504

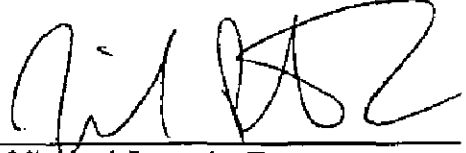
SCHINDEL, FARMAN, LIPSIOUS,  
GARDNER & RABINOVICH LLP  
*Attorneys for Defendants Mark Posner  
and Samuel Stein*

By: \_\_\_\_\_

David Benhaim, Esq.  
14 Penn Plaza, Suite 500  
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TREFF & LOWY PLLC  
*Attorneys for Defendant Levi  
Goldstein*

By: \_\_\_\_\_

  
Michael Paneth, Esq.  
342 Bedford Avenue  
Brooklyn, New York 11249

SO ORDERED:

\_\_\_\_\_  
Hon.

1. The parties hereby agree that the above-captioned action is dismissed and discontinued without prejudice only as to defendant Levi Goldstein, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

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*Attorneys for Plaintiff The John Hancock  
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By: \_\_\_\_\_  
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TREFF & LOWY PLLC  
*Attorneys for Defendant Levi  
Goldstein*

By: \_\_\_\_\_  
Michael Paneth, Esq.  
342 Bedford Avenue  
Brooklyn, New York 11249

SO ORDERED:

s/RRM

Hon. \_\_\_\_\_  
10/4/2011