

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA : CRIM. NO: 3:10cr93 (AWT)
 :
v. :
 :
DAVID AVIGDOR : JUNE 20, 2012
 :
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DAVID AVIGDOR'S MEMORANDUM IN AID OF SENTENCING

I. PRELIMINARY STATEMENT

David Avigdor, by his attorney, respectfully submits this Sentencing Memorandum to assist the Court in fashioning an appropriate sentence in connection with his sentencing scheduled for June 28, 2012.

This is an unusual case. Mr. Avigdor is 58 years old. He recently suffered a stroke and has residual partial paralysis of his left side. He is in the home stretch of his life which, to the point of this prosecution, he has led not only as a law abiding citizen, but as the many letters of support attest, as a model and inspirational example to others. There is an expression found in the letters of support that refer to Mr. Avigdor's belief and devotion to "tikkun olam" – the shared responsibility of man to heal, repair, and transform the world into a better place for all.¹ In today's parlance, "pay it forward." David Avigdor has devoted his life to this ideal. He is the father of six children who, not surprisingly, have been inspired by their father in this regard. Mr. Avigdor's four daughters have devoted themselves to helping others. Rachel is an occupational

¹ See Exhibit 1, Letter of Attorney David R. Schaefer.

therapist, Hannah is a special education teacher, Monica is a social worker, and Natalie is an emergency room pediatric nurse. Mr. Avigdor's sons are still in school and are likely destined for similar avocations.

Mr. Avigdor is currently the longest serving pulpit rabbi in New Haven. He has ministered the same congregation for thirty-two years, itself a remarkable accomplishment. Mr. Avigdor is devoted to his congregation and they to him. By both training and disposition, Mr. Avigdor sees the best in people, is inclined to trust people, and helps people when and where he can. The numerous letters of support give testimony to these cherished human qualities.

As Dr. Gale Levin observes about Mr. Avigdor:

This is a kind, caring ethical person who will always go out of his way for people. He is very trusting and sees the good in everyone. While these qualities have made him vulnerable to others who live by a lower moral code, these same qualities have made him a loved and trusted member of the community.

See Exhibit 2, Letter from Gale Levin, M.D. It is somewhat ironic that it is these very same laudable qualities that led Mr. Avigdor to fail to investigate and question when there were facts brought to his attention that he should have investigated and questioned.

Mr. Avigdor has entered a plea of guilty to a one count information charging a violation of 18 U.S.C. § 1012. The Government too recognizes that this is an unusual case. It has agreed to a misdemeanor disposition and has expressly stated that “[g]iven all the facts and circumstances known to the Government, the Government agrees to recommend to the Court, pursuant to Rule 11(c)(1)(B), that a sentence of three years probation is the appropriate

disposition of this case.” Plea Agreement at 3, [Dkt. # 761] (emphasis added).² For all the reasons demonstrated below, we respectfully ask that the Court impose a sentence of three years probation, with conditions the Court deems appropriate.

II. BACKGROUND

On June 15, 2010, the Government filed a criminal complaint against Mr. Avigdor and three others. [Dkt. #1]. On June 22, 2010 a grand jury sitting in New Haven, Connecticut returned a fourteen count indictment charging six defendants with various offenses. [Dkt. #22]. On July 29, 2010, the grand jury returned a superseding indictment that added four additional defendants and one additional count. [Dkt. #97].

On March 14, 2011, six defendants elected to proceed to trial. Attorney Howard Lawrence represented Mr. Avigdor at trial. After the fourth day of trial, Thomas Gallagher elected to enter a plea of guilty. After a four week trial, four defendants were convicted. [Dkt. #431]. The jury could not reach a verdict with respect to Mr. Avigdor and the Court declared a mistrial. *Id.* Following the mistrial, Mr. Avigdor retained undersigned counsel on or about November 11, 2011, who thereafter reviewed the voluminous discovery provided by the Government. Following that review, counsel for the Government and counsel for Mr. Avigdor engaged in discussions of the available evidence, and the appropriate disposition of the case. Following those discussions, the Government agreed that a misdemeanor is the appropriate disposition for this case along with a recommended sentence of three years probation. [Dkt #761].

² The designation “Dkt. #_” refers to the document referenced in the numbered entry on the Court’s docket sheet in this case.

On March 20, 2012, Mr. Avigdor appeared before the Court and entered a plea of guilty pursuant to a written plea agreement to a one count information alleging a violation of 18 U.S.C. § 1012. [Dkt. #761]. In addition to the Government's sentencing recommendation, the plea agreement called for Mr. Avigdor, *inter alia*, to voluntarily surrender his Connecticut Bar license for one year, to pay the special assessment, and to pay \$20,000 toward restitution for the losses attributable to the residence at 211 Lloyd Street. *Id.* Mr. Avigdor has already paid both \$20,000 in restitution and the special assessment to the Clerk of Court.

The Probation Office prepared a presentence investigation report ("PSR") that was disclosed on May 21, 2012. [Dkt. #774]. Mr. Avigdor filed objections to the PSR dated June 4, 2012. [Dkt. # 774-2]. Mr. Avigdor faces a maximum sentence of 12 months imprisonment, a maximum fine of \$100,000, and restitution. Sentencing is scheduled to take place on June 28, 2012 at 9:30 a.m. before Your Honor.

III. RELEVANT FACTS

Mr. Avigdor studied to become an orthodox rabbi and received his ordination in 1975. Mr. Avigdor thereafter graduated from law school and was admitted to the Connecticut Bar in 1983. Following graduation, Mr. Avigdor worked for the Law Office of Richard Smith in North Branford, Connecticut until 1987. Mr. Avigdor was then hired by the Law Offices of Ronald M. Scherban, P.C. in New Haven Connecticut. PSR ¶¶ 42-47. Mr. Avigdor worked for Attorney Scherban for twenty years and was engaged in the general practice of law. Mr. Avigdor was well-regarded by his colleagues in the New Haven Bar and was featured in many articles, including the publication of the New Haven Bar Association, for his active role in both the legal, religious and civic fabric of the New Haven community. *See* Exhibit 3, Articles about David

Avigdor. Mr. Avigdor's record during his work in the offices of Attorney Smith and Attorney Scherban over a twenty year period was unblemished. He was well-liked and well-regarded by his employers and clients alike.

Attorney Robert Kowalczyk, (who is also a retired Lieutenant Colonel of the U.S. Army) worked shoulder-to-shoulder with Mr. Avigdor for almost twenty years. He writes:

David Avigdor has a reputation for honesty and integrity in the community. In the almost twenty four years that I have known him, I have not encountered a single instance in which David Avigdor's conduct as a private individual, a lawyer, or a rabbi was in any manner unethical or questionable. . . . He has been called upon to give the invocation at numerous public ceremonies. . . . In the course of my practice, David Avigdor has often provided me with valuable advice, . . . [h]e has also served simply as a friend to whom I could talk about anything. In his dealings with clients, I frequently observed David Avigdor going beyond merely resolving clients' legal problems to provide guidance and counseling to clients as to their personal and family lives.

See Exhibit 4, Letter from Attorney Robert P. Kowalczyk.

Ann Aungst, a legal secretary in Attorney Scherban's Office worked with Mr. Avigdor for almost twenty years. She similarly observed that "David is a very capable attorney who always handled his clients with utmost professionalism . . . and treated everyone with a special kindness." *See Exhibit 5, Letter of Ann Aungst.* The accolades of former co-workers and clients can be multiplied infinitely. Representative letters are annexed at Exhibits 6, 7, 8, 9.

While working for Attorney Scherban, Mr. Avigdor and his wife were raising six children. Mr. Avigdor was also leading an orthodox synagogue in New Haven—Congregation Bikur Cholim-Sheveth Achim—as both its rabbi and cantor, and administering to his congregation (and to non-congregants). He also created and led the Mizmor L'Dovid boys choir for fifteen years. One illustrative letter addressed to the choir is from the New Haven Jewish Home for the Aged. It reads in relevant part:

Words can never express how grateful we are for the wonderful program you and the children provided for us yesterday . . . the residents are still talking about the fabulous concert they attended and how sweet the children were . . . by bringing in such a professional musical production for them it allowed us to show them that others in the community do think of them and care about their welfare. . . the time you invested in this project is evident . . . I'm certain you all will receive a mitzvah of the highest degree for what you did for us; as you brought our residents such joy and happiness.

See Exhibit 10, Letter of Jodi Levine. There are many similar letters of tribute and thanks.

In addition to serving as rabbi, cantor, lawyer, father, and choir director, Mr. Avigdor was and is active in his community and in various Jewish organizations including leadership roles in the New Haven Jewish Federation, the Jewish Community Center, Agudath Israel of America, the Holocaust Remembrance Committee, and volunteering for the Jewish Burial Society.³

He, along with his wife, also rehabilitated the house that would become their home. Beginning in the early 1980's, Mr. and Mrs. Avigdor, with the help of Mr. Avigdor's in-laws, have actively invested in real estate in the New Haven area. For example, they purchased their home in 1987 for \$100,000. The home was an abandoned, fire-damaged shell. The roof had not been replaced, there was water damage everywhere, and pigeons and mice were nesting in the house. The Avigdors painstakingly restored the house doing almost all the demolition and reconstruction themselves. They similarly invested in other properties, where they again worked tirelessly to refurbish the properties themselves. Following substantial investments of time, labor, and money certain of those properties now generate rental income.

³ Counsel has selected a small handful of letters from many hundreds of such letters and notes that evidence Mr. Avigdor's dedication to "paying it forward," through acts of kindness, through caring and consolation, and by constantly giving generously of himself and his time. *See* Exhibit 11.

In 2007, Attorney Scherban was afflicted with cancer and was forced to reduce his staff. He laid Mr. Avigdor off. Although Mr. Avigdor wanted to find work with another attorney, Mr. Avigdor's religious obligations (i.e. weekday funerals, daytime visitation of the sick, observance of all Jewish holidays, including the Sabbath beginning at sundown on Fridays) made it difficult for him to find a position that offered flexibility similar to that offered by Attorney Scherban's office.

While Mr. Avigdor was looking for his next legal position, he was visiting a synagogue on Whalley Avenue in New Haven that is adjacent to Mr. Morris Olmer's former law office. Mr. Avigdor ran into Mr. Olmer in the driveway of the synagogue. Mr. Avigdor was acquainted with Mr. Olmer from the New Haven legal community, and from meeting him at one prior closing. The two spoke. During their conversation, Mr. Olmer learned that Mr. Avigdor was looking for work. Apparently sensing an opportunity, Olmer offered to provide Mr. Avigdor office space. Mr. Avigdor was aware that Mr. Olmer had been suspended from the practice of law, but thought the opportunity was a good one because there could be an opportunity, perhaps, to represent former clients of Mr. Olmer. Always one to "giv[e] someone the benefit of the doubt," *See* Exhibit 12, Letter of David Waren, Mr. Avigdor accepted Olmer's explanations about why his suspension was simply a misunderstanding and began leasing office space from Olmer. Mr. Avigdor began conducting his legal practice from that location in the Summer of 2007.⁴

⁴ Morris Olmer told Mr. Avigdor that his suspension resulted from an accounting error and that once the error was corrected, the matter would be resolved. Olmer referred Mr. Avigdor to a forensic accountant who was inspecting Mr. Olmer's books and records. Mr. Avigdor spoke with the forensic accountant who advised him that he had not discovered an instance evidencing that Mr. Olmer improperly took client funds.

Undersigned counsel has interviewed Attorney Joel Alderman, who also assisted Mr. Olmer during Olmer's suspension. Attorney Alderman conducted closings on behalf of Mr. Olmer that, unbeknownst to him, also turned out to be fraudulent.⁵ Alderman was not prosecuted. Attorney Alderman explained that Olmer persuaded Mr. Alderman to assist him with closings and other work while Olmer was serving his period of suspension. Attorney Alderman was led by Mr. Olmer to believe the suspension would be for a period of a few months only. Alderman described Olmer as a forceful personality. When he found out that Olmer's suspension would be for a longer period, he told Mr. Olmer that he would have to find someone else to help him. Olmer persuaded Alderman to continue to help him with client matters until he could find a replacement, which Alderman agreed to do. A short time later, Olmer told Alderman that he had found David Avigdor and that Avigdor was going to lease space from him and would assist him when necessary. Attorney Alderman recalled that Olmer called him again to assist when David Avigdor went to Israel for a period of several weeks. Attorney Alderman described David Avigdor as extremely trusting and one who is inclined to see the good in everyone. He also expressed great regret for Mr. Avigdor and commented that "it could very easily have been me if I had stuck around. I'm so glad I didn't."

When Mr. Avigdor decided to lease space he of course did not know that Morris Olmer, Syed Babar, Thomas Gallagher, Ken Perkins, and others had been operating a mortgage fraud scheme since long before Mr. Avigdor had his ultimately tragic chance encounter with Morris Olmer. Because Morris Olmer no longer had his law license, Olmer and his co-defendants had

⁵ See Government's Trial Exhibit 1.

to find attorneys who would participate in the closings in order to make use of their IOLTA account. Mr. Olmer used several attorneys for this purpose.

In March 2008, Morris Olmer began using Mr. Avigdor as a settlement agent on residential real estate closings. As Government's Trial Exhibit 1 details, Mr. Avigdor participated in fourteen closings for Mr. Olmer over a seventeen month period. Mr. Olmer told Mr. Avigdor that he would conduct the actual closing in his capacity as a notary public, but that he needed Mr. Avigdor to act as "settlement agent" and sign the HUD-1 form and then to disburse the loan proceeds that the lender would transfer to Mr. Avigdor's IOLTA account.

Morris Olmer never informed Mr. Avigdor that the subject real estate transactions were fraudulent. Mr. Olmer conducted all the closings in question. Once the closings were completed, Mr. Olmer's long-time secretary, Margaret "Peggy" Langan, would prepare the distribution instructions, draw the checks and present them to Mr. Avigdor for his review, following which he would disburse the checks consistent with the disbursement instructions.⁶

The Government's principal cooperating witness in this case, Ken Perkins, who was intimately familiar with the fraud scheme, advised authorities that he was present at Morris Olmer's office during various of the closings for which he had helped prepare fraudulent documents. Perkins further advised that "the closings were held in Olmer's offices with the door closed," and that "Avigdor did not attend the closings." Perkins also told authorities that Morris Olmer told him "*that Avigdor has no clue about what's going on.*" (emphasis supplied). Perkins

⁶ The evidence in this case established that following the closings, often instructions were provided to Mr. Avigdor that the buyer wanted funds disbursed to Sheda Telle construction. Mr. Avigdor believed, as it turns out wrongly, that following the closings the funds belonged to the buyer and could be

further advised that he never saw Avigdor sign any papers and does not know if Avigdor signed any papers related to the fraud scheme. Perkins further stated “Olmer would explain the paperwork to the buyers as they signed. Olmer explained to them that the information reflected on the HUD-1 form was different from how the money was actually divided.” *See* Exhibit 13, FBI - CHS Reporting Document.

The nature of Mr. Avigdor’s participation in the fraud scheme is further explicated by Peggy Langan, who advised that:

I was the secretary who worked for Morris Olmer. I had worked for him for approximately 30 years . . . I met Attorney David Avigdor in 2007 when he began sharing space in Morris Olmer’s Office.

Regarding the closings in question, I was the secretary who prepared the Settlement Statements. Mr. Olmer controlled everything that took place in the office and was verbally abusive to me most of the time. Mr. Olmer handled all of the preparation for these closings himself. He would talk with the people involved. I would type the Settlement Statements in accordance with his instructions and the banks instructions. The bank always required the final approval of the HUD before disbursing any funds. Once the closings were finished and the bank signed off, I would then write checks and a transaction accounting sheet. I would then give Mr. Avigdor these documents for signature. He would never sign checks that did not agree with the transaction accounting sheet. He was quite a stickler about this and never deviated from reviewing my papers.

* * *

Mr. Olmer directed where the sellers funds should be wired and to whom. David accommodated Morris and the Sellers believing he was acting in good faith.⁷

See Exhibit 14, Letter of Margaret Langan.⁸ Ms. Langan gave a similar statement to authorities when she was interviewed during the investigative stage of this matter.

disbursed consistent with the instructions. In each instance, Mr. Avigdor insisted on a signed document directing him to distribute the sums as indicated.

⁷ Mrs. Langan concluded her letter to the Court by stating: “In light of the above, and my firm belief that David was not involved in any way in this mortgage scheme, please treat David Avigdor with the

Mr. Avigdor pleaded guilty to the information pursuant to the plea agreement with the Government in recognition of the fact that there were red flags that came to his attention as time went on and he chose not to question and investigate and ignored signals he should not have ignored.

More particularly, in January 2008, Morris Olmer—acting on behalf of Lynda Fico⁹—asked Mrs. Susanne Avigdor, a real estate broker and agent, to be the listing agent for the sale of property located at 61 Baxter Lane in Milford. *See Exhibit 15, Listing Agreement for 61 Baxter Lane.* Mr. Olmer told Mrs. Avigdor that she should consult with him on behalf of the seller. Mrs. Avigdor listed the property for sale for \$310,000. When there was not sufficient interest at that price, Mr. Olmer agreed with Mrs. Avigdor that the price should be reduced to \$270,000. On March 31, 2008, Mrs. Avigdor received an offer of \$230,000 for the property from Michael and Sarah Panton. *See Exhibit 16, Panton Offer.*¹⁰ When Mrs. Avigdor brought that offer to Morris Olmer's attention, Olmer told her that he had found another buyer who was willing to pay \$310,000.

leniency which he deserves.” Ex. 14.

⁸ Mr. Avigdor repeatedly asked his former counsel to call Ms. Langan in his defense at trial. Mr. Lawrence never arranged to call Ms. Langan. Undersigned counsel has since learned that Mr. Lawrence represented Mr. Olmer in a Bar disciplinary proceeding and that Mr. Olmer referred matters to Mr. Lawrence. Calling Mrs. Langan as a witness for Mr. Avigdor would surely have inured to Mr. Olmer's detriment. Undersigned counsel understands that Mr. Lawrence's possible conflict was the subject of a *curcio* hearing prior to trial, although counsel does not have a copy of the transcript of that hearing. [Dkt. # 53].

⁹ Undersigned counsel's investigation disclosed that Morris Olmer had previously represented Mrs. Fico in a bankruptcy proceeding and in other matters.

¹⁰ Evidence concerning this offer was not introduced at trial by Attorney Lawrence and upon information and belief was not otherwise brought to the Government's attention.

On June 26, 2008, there was a closing for the property at 61 Baxter Lane. The closing was conducted by Morris Olmer. Mr. Avigdor signed the HUD-1 form and then, pursuant to written instructions, distributed the loan proceeds as settlement agent, including a payment of \$55,200.00 to Sheda Telle construction.

An inference could readily be drawn that Mrs. Avigdor (and by extension David Avigdor) benefited personally and improperly from Mrs. Avigdor's participation in the 61 Baxter Lane transaction. As is often the case, close examination of the facts discloses that what appears to be true, is not. More particularly, the Listing Agreement signed by Mrs. Susanne Avigdor for 61 Baxter Lane provided for a six percent commission to the listing agent for the sale of the property. *See* Ex. 15. Because of the work she did listing and marketing the property, Mrs. Avigdor received a written offer from Michael and Sarah Panton. Had the home closed based on the Panton offer, Mrs. Avigdor was entitled to a commission as both the buyer and sellers agent.¹¹ Mrs. Avigdor's commission would have been \$13,800. Of course, if Mr. and Mrs. Avigdor were aware that 61 Baxter Lane was part of a fraudulent mortgage fraud scheme, Mrs. Avigdor would not have listed and marketed the property and expended considerable time showing the property to interested buyers, ultimately resulting in an offer.

However, after obtaining the signed offer from the Panton's, Morris Olmer, purportedly acting on behalf of Ms. Fico, told Mrs. Avigdor that he had a higher offer for the property for \$310,000. There was a closing based on Mr. Olmer's offer and Mrs. Avigdor was paid a commission of only \$10,600. Specifically, Morris Olmer told her that she would receive the

¹¹ In Connecticut a real estate agent can work as the agent for both the buyer and seller. *See* Conn. Gen. Stat. § 20-325g.

commission as the seller's agent only because he had found the buyer. This commission was \$3,200 *less* than she would have received had the wholly legitimate Panton offer closed. Thus, Mrs. Avigdor actually received a lesser commission for the sale to Mr. Saleem than she would have if Mr. Olmer had allowed the legitimate offer from the Panton's to close.

Shortly after the closing on Baxter Lane Mr. Avigdor got a phone call from Precision Financial ("Precision"), the lender on the 61 Baxter Lane sale to Mr. Saleem. Precision informed Mr. Avigdor that the purchaser was not living in 61 Baxter Lane, contrary to the requirements of the particular loan. Mr. Avigdor advised Precision that he would contact the buyer and try to find out why he was not living at the residence. Mr. Avigdor contacted Mr. Saleem, who told Mr. Avigdor that he would repay the loan within a week. In a week's time, Mr. Olmer, acting on behalf of Mr. Saleem, had another ready buyer and closing prepared for 61 Baxter Lane that enabled the payoff of the Precision loan. This incident presented a significant red flag to Mr. Avigdor. Mr. Avigdor chose to accept the explanation provided by Morris Olmer and not to inquire further and investigate the true details of the closings for which he was being asked to serve as settlement agent. Mr. Avigdor accepts full responsibility for his actions and inactions.

Persons generally engage in criminal conduct out of greed and avarice. A review of the financial benefit to each person involved in this matter readily confirms that Mr. Avigdor is different and should be treated with leniency. Unlike every other defendant, Mr. Avigdor received a modest payment for work he actually performed in connection with each settlement and each and every payment to him was made by check payable to him.

More particularly, Morris Olmer, Syed Babar, and the other defendants shared \$859,301.82 of fraudulent loan proceeds. *See* Exhibit 17, Amounts Paid to Sheda Telle and

Amounts Paid to Seller in Non-Sheda Telle Transactions. Mr. Avigdor received none of those monies. Rather, he received a modest settlement fee — typically between \$350 and \$400 — for acting as settlement agent in each of the fourteen transactions at issue.¹² In total, for the fourteen transactions over the seventeen month period, Mr. Avigdor received \$5,845 in settlement fees. See Exhibit 18, Amount of Settlement Fees and Title Insurance Commissions.

The Government's evidence demonstrates that, unlike Mr. Avigdor, the defendants actively involved in this scheme received significant cash payments for each transaction. The trial transcripts and documents produced by the Government demonstrate that the following are illustrative cash payments *per transaction* to the other defendants:

Person	Role	Cash per transaction	Cite
Syed Babar	Leader	\$5,000+	Tr. 269-75; PO 138
Ken Perkins	Fake documents; straw buyer	\$2,000-\$10,000	Tr. 269-75; PO 1-3, 220-21
Morris Olmer	Find buyers; run closings	\$3,000+	PO 10, 33-34, 68
Tom Gallagher	Inflates Appraisals	\$5,000-\$10,000	Tr. 269-75
Jomell Thomas	Owned Sheda Telle bank account	At least \$7,000	PO 138
Lisa Depa	Straw Buyer	\$20,000	PO96
Alicia Martineau	Straw Buyer	\$10,000	PO 33-34
Wilson Nichols	Straw Buyer	\$20,000	PO 154

¹²Before closing on a mortgage, all banks require the buyer to obtain title insurance for the bank's protection. The title insurance charge includes both a premium and a commission that typically goes to the lawyer who has the relationship with the title insurance company. By statute, 60% of the title insurance fee goes to commission, 40% goes to the insurance premium. See Conn. Gen. Stat. § 38a-415. Mr. Avigdor received a title insurance commission for each closing in which he acted as settlement agent. That sum totaled \$7,609 for the fourteen transactions over the seventeen month period. The title insurance commissions were used to pay Morris Olmer for Mr. Avigdor's office and for overhead.

Mr. Avigdor's \$350 to \$400 fee per settlement, paid by check is readily distinguishable and evidences his relative culpability to those who were active participants in this scheme.

Mr. and Mrs. Avigdor have worked hard their entire lives and lived extremely frugally and simply. They do not go out to eat, they do not go to the movies or theater, they drive modest minivans and they do not own expensive clothes or jewelry. Over the past thirty years they have amassed rental properties and assets intended for their children and grandchildren. Simply put, Mr. Avigdor did not risk his well-deserved reputation and all he worked so hard over so many years for \$5,845 in settlement fees over a seventeen month period.¹³ Indeed, the Government recognized and distinguished Mr. Avigdor's relative culpability when determining to resolve this matter with a misdemeanor disposition with a recommendation of a sentence of probation.

For his offenses, Mr. Avigdor has already suffered greatly. He has suffered incalculable shame and loss of stature in his community. He lost his father whom he revered while charges were pending against him, he suffered a stroke and partial paralysis, he has endured one trial and his doctor has advised him that he likely would not survive another. He has spent considerable sums on his defense, he has pleaded guilty to a federal offense, he is voluntarily agreeing to surrender his law license, he has already made restitution that far exceeds the fees he received for work he actually performed. His disability insurance is being terminated because of the surrender of his law license. He has lived with the weight of the charges hanging over him for two years. Mr. Avigdor also has received considerable negative press, and the shame resulting

¹³ \$13,454 over a seventeen month period if the title insurance commission are included. These commissions, however, were eventually paid to Morris Olmer for the use of the office space, for overhead and supplies.

from it “has been almost more than a person can bear.” *See* Exhibit 19, Letter of Mark L. Schwartz, M.D.

In sum, Mr. Avigdor spent the first twenty four years of his professional life with a sterling reputation that was completely unblemished. Fate led him to meet Morris Olmer in a synagogue driveway. The ensuing brief association with Attorney Olmer, and his own willful ignorance of red flags has led to untold tragedy and misfortune. Against this backdrop and considering Mr. Avigdor’s life long commitment to others, to his community, to his congregation, to his family and to charitable good works, we respectfully ask the Court to follow the Government’s recommendation in this case and to impose a sentence of three years probation. For all the reasons discussed below, such a sentence is, “sufficient, but not greater than necessary” to satisfy the purposes of sentencing set forth in 18 U.S.C. § 3553(a).

IV. THE SENTENCING GUIDELINE CALCULATION

Mr. Avigdor readily acknowledges that, in the end, his objections to the PSR forwarded on June 4, 2012 may not be objections important to a sentencing determination because the maximum sentence available is 12 months. *See* U.S.S.G. § 5G1.1(a). If the Court were to resolve each objection in Mr. Avigdor's favor, the applicable Guideline range would nevertheless be 12 months. Thus, in “Guidelines” parlance, the disputed issues are not important to a sentencing determination. *See* U.S.S.G. § 6A1.3. Mr. Avigdor respectfully asks the court to impose a non-guidelines sentence of 3 years probation consistent with the Government's recommendation. *See* Plea Agreement at 3.

While Mr. Avigdor acknowledges that his substantive objections, due to the statutory maximum, do not raise issues important to a sentencing determination, we do want to raise two

Guidelines-related points with the Court. First we want to alert the court that Paragraph 21 of the PSR recommends a *3-level* adjustment for use of a special skill. Guideline § 3B1.3 provides for a *2-level* adjustment only. Moreover, we do not believe that the fact that Mr. Avigdor is a lawyer, without more, supports the application of this adjustment because Mr. Avigdor did not employ special skills that facilitated the commission of the offense. See *United States v. Hemmingson*, 157 F.3d 347, 359-60 (5th Cir. 1998) (holding that special skills enhancement not appropriate where defendant did not perform legal services to facilitate his crime).

Courts have declined to apply an upward adjustment pursuant to U.S.S.G. § 3B1.3 where no special skill was employed to facilitate the offense. See *United States v. Weisberg*, 297 Fed. Appx. 513, 516-17 (6th Cir. 2008) (lawyer hiding funds in an IOLTA account was not basis for a § 3B1.3 enhancement because using IOLTA account to hide funds was no different than hiding funds in regular account); *United States v. Scungio*, 255 F.3d 11, 19 (1st Cir. 2001) (skill as a tax lawyer did not facilitate making false responses to the FBI); *United States v. Ferrouillet*, No. 96-198, 1997 U.S. Dist. LEXIS 7166, at *4-5 (E.D. La. May 19, 1997) (declining to apply enhancement even though lawyer had drafted a phony engagement letter because defendant did not use skills as lawyer when he cashed \$20,000 check for illegal campaign contributions and deposited the funds at various banks); *but see United States v. Rybicki*, 38 Fed. Appx. 626 (2d Cir. 2002) (affirming application of special skills enhancement where status as lawyer was necessary to the success of fraud scheme).

Mr. Avigdor acted as a settlement agent only in connection with the closings at issue. He was not present at the closings and did not otherwise participate in the closings. While the Code of Federal Regulations no longer expressly define “settlement agent,” the regulations previously

defined “settlement agent” as “the person conducting or handling settlement.” *Compare* 24 C.F.R. § 3500.2 (2012) *with* 24 C.F.R. § 3500.2 (1992). Anyone can serve as a settlement agent; no special skill is necessary. While it is true that Mr. Avigdor’s IOLTA account was used for the deposit and disbursement of loan proceeds, the use of that account alone does not transform the act of ensuring the proper disbursement of funds into one requiring special skill. Indeed, Mr. Avigdor apparently did not use his legal skills at all, and that failing, unfortunately, contributed to his conduct and his plea of guilty in this case.

Similarly, the PSR does not recommend a downward adjustment for Mr. Avigdor’s minimal or minor role in the offense. We respectfully submit such a reduction should be considered by the Court.

Where more than one defendant is involved in the offense, U.S.S.G. § 3B1.2(a) states that if the defendant “was a minimal participant in any criminal activity, decrease [the offense level] by 4 levels.” U.S.S.G. § 3B1.2(a).¹⁴ Section 3B1.2’s application notes explain that the offense level reduction is “intended to cover defendants who are plainly among the least culpable of those involved in the conduct of a group. Under this provision, the defendant’s lack of knowledge or understanding of the scope and structure of the enterprise and of the activities of others is indicative of a role as a minimal participant.” *Id.* at cmt. 4; *see also United States v. Bloomfield*, 394 Fed. Appx. 760, 761-62 (2d Cir. 2010) (noting that this is a “highly fact-specific” analysis that “depends upon the nature of the defendant’s relationship to other

¹⁴ Alternatively, § 3B1.2 allows for a 2 level reduction if a defendant is a minor participant and a 3 level reduction if the defendant is somewhere between a minor and minimal participant.

participants, the importance of the defendant's actions to the success of the venture, and the defendant's awareness of the nature and scope of the criminal enterprise.”).

For all the reasons discussed in Section III *infra*, we respectfully submit that Mr. Avigdor should be treated as a minimal or minor participant. We believe the Government agrees that Mr. Avigdor is orders of magnitude less culpable than others involved in this fraud scheme. Mr. Avigdor should therefore receive a 4-level decrease because relative to the others involved, he was a minimal participant.

V. DISCUSSION

The Court has a statutory duty to “consider” the applicable Guidelines range in fashioning “a sentence that is sufficient, but not greater than necessary to comply with the purposes” of federal sentencing. *See* 18 U.S.C. § 3553(a); *United States v. Booker*, 543 U.S. 220 (2005); *United States v. Crosby*, 397 F.3d 103, 111 (2d Cir. 2005). In order to properly “consider” the Guidelines range, the Court must first correctly calculate the range, taking into consideration any relevant policy statements from the Sentencing Commission. *See Crosby*, 397 F.3d 111-12. “Once an applicable Guidelines range has been determined, the sentencing judge will have the duty, imposed by subsection 3553(a)(4), to “consider” it, along with all of the factors listed in section 3553(a).” *Id.* at 112. The Court may thereafter impose a Guideline or non-Guideline sentence. *See Crosby*, 397 F.3d at 113. Following the Court’s decision in *Booker*, this Court has “broad latitude” to impose a non-Guideline sentence outside the recommended Guidelines range so long as the sentence is a reasonable one. *Id.*; *United States v. Cavera*, 550 F.3d 180, 189 (2d Cir. 2008); *United States v. Rigas*, 583 F.3d 108, 114 (2d Cir. 2009).

Congress' paramount mandate to sentencing courts is featured in the very first sentence of section 3553: "The court shall impose a sentence *sufficient, but not greater than necessary*, to comply with the purposes of [federal sentencing]." *See* 18 U.S.C. § 3553(a) (emphasis supplied). This statutory language sets forth the overarching objective of the sentencing process, and importantly, it requires district courts to ascertain the lowest sentence sufficient to achieve the purposes of criminal sentencing with respect to the particular offender before the court. With that backdrop we turn to a discussion of the § 3553 factors.

A. The Sentencing Factors Under U.S.S.G. § 3553

As discussed above, a sentence must be sufficient, but not greater than necessary, to carry out the purposes of sentencing. *See* 18 U.S.C. § 3553(a)(2). After determining the proper guideline range, the Court, in making its sentencing determination, "must form its own view of the 'nature and circumstances of the offense and the history and characteristics of the defendant.'" *Cavera*, 550 F.3d at 188 (en banc), *quoting* 18 U.S.C. § 3553(a)(1). Furthermore, the Court must consider the kinds of sentences available, the sentencing guideline range, and the need to avoid unwarranted sentence disparities. 18 U.S.C. § 3553(a)(3)-(7); *Cavera*, 550 F.3d at 188-89. Here, the § 3553 factors fully support the imposition of a sentence of three years probation.

B. Analysis of the Sentencing factors

i. Personal History and Characteristics

Given the mandate of 18 U.S.C. § 3553(a), it is necessary for the Court to consider, among other factors, Mr. Avigdor's personal history and characteristics. Judge Rakoff forcefully

and eloquently set forth the overriding importance of this consideration in sentencing when he wrote:

[S]urely, if ever a man is to receive credit for the good he has done, and his immediate misconduct assessed in the context of his overall life hitherto, it should be at the moment of his sentencing, when his very future hangs in the balance. This elementary principle of weighing the good with the bad, which is basic to all the great religions, moral philosophies, and systems of justice, was plainly part of what Congress had in mind when it directed courts to consider, as a necessary sentencing factor, 'the history and characteristics of the defendant.'

United States v. Adelson, 441 F. Supp. 2d 506, 513-14 (S.D.N.Y. 2006) (Rakoff, J.), *aff'd*, in part, 237 F. Appx. 713 (2d Cir. 2007) and *aff'd*, 301 F. Appx. 93 (2d Cir. 2008). In a letter of support, Morton Avigdor, Mr. Avigdor's brother, expressed a similar sentiment thus:

Surely the outstanding and dedicated work [Mr. Avigdor] has done throughout his life should have merits, if not divine, consideration in his sentencing . . . He has not lived his life frivolously. He has done much good. . . . I urge you to judge him mercifully with the knowledge that the sort of full-hearted commitment and love Rabbi Avigdor has shown to his acquaintances comes along only rarely.

See Exhibit 20, Morton Avigdor Letter.

Morton Avigdor is hardly alone in remarking that Mr. Avigdor has touched the lives of many. Alan Francis, Mr. Avigdor's long time friend, aptly captures Mr. Avigdor's essence when he observes: "[n]ever is [David] so proud as when he tells me about the achievements of his children or how he has helped clients or congregants. He lives for this, and this alone." *See* Exhibit 21, Alan Francis Letter.

Mr. Avigdor's acquaintances from all facets of his life—personal, professional and religious—have taken the time to write the Court and to urge the Court in the strongest entreaties possible to consider Mr. Avigdor's extraordinary character, generosity and selflessness when determining his sentence. *See* Exhibit 9, Edward and Helen Bauer Letter ("We respectfully

request that the court consider a lenient sentence for David Avigdor. His good deeds and helpfulness to others throughout all of the years we have known him must be taken into consideration.”); *See* Exhibit 8, Elizabeth Fink Letter (“I hope the court would treat David Avigdor with leniency since he has spent an exemplary life helping others not only through his work but through his faith.”); *See* Exhibit 22, Attorney Richard Jacobs Letter (“I hope the court will view David Avigdor with leniency in this event which is out of character with the kind, considerate, upright and ingenuous man that I know him to be.”); *See* Exhibit 23, Rabbi David Zweibel Letter (“Our bottom line entreaty, Your Honor, is that you deal with David Avigdor with mercy and leniency, to the full extent possible under the law. This is a good and decent man whose devotion to family and community is extraordinary, and who deserves every favorable consideration within the broad confines of your judicial sentencing discretion.”).

Other letters of support echo this sentiment. For example, Attorney David Schaefer observes that, “While it is clear that Rabbi Avigdor has acknowledged that he made a mistake, it would be totally inconsistent with the individual and/or leader that I know and have worked with if it is claimed that he intentionally took illegal actions to financially benefit himself.” *See* Ex. 1. Similarly, his primary care physician Dr. Mark Schwartz, after recounting the toll this matter has taken on Mr. Avigdor, writes: “I know in my heart that he certainly has suffered enough and has paid dearly for being involved in a very unfortunate situation. I plead with you to please be lenient in your sentence and understand this is a person who has been a moral pillar of the community and deserves any leniency that you may be able to show him.” *See* Ex. 19.

ii. Mr. Avigdor's Good Works.

Mr. Avigdor is the son of a prominent rabbi and teacher from the greater Hartford area. Mr. Avigdor followed in his father's footsteps and was ordained as a rabbi. He also completed law school and has been a licensed and practicing attorney for almost thirty years.

Mr. Avigdor has been the rabbi and cantor for Congregation Bikur Cholim Sheveth Achim for thirty-two years, an exceptionally long run for any rabbi. He is completely devoted to his congregation. Mr. Avigdor has also spent countless hours of his own time and energy trying to make the greater New Haven area a more accommodating and attractive place for observant Jews by attracting a kosher restaurant to the New Haven area and working with another restaurant to ensure that it is observing applicable rules of kosher. Mr. Avigdor also worked with the City of New Haven to construct an Eruv that allows orthodox Jews to carry on the Sabbath and volunteers for the Jewish Burial Society, among other things. Mr. Avigdor also caters to the transient orthodox Jewish population that frequently passes through Yale University and its medical, law, and other graduate schools. *See* Exhibit 24, Letter of Matt Light. Mr. Avigdor has also devoted himself to charitable and philanthropic organizations, such as the Anti-Defamation League, The Jewish Federation, The Holocaust Remembrance Committee and Agudath Israel of America of which he was Regional Vice President of Connecticut. *See* Exs. 12, 23.

Numerous letters of support have been tendered to the Court evidencing Mr. Avigdor's dedication and devotion to his congregation. As James Shure wrote "[i]t is to [Rabbi Avigdor's] credit that Cong[regation] Bikur Cholim-Sheveth Achim exists today. Were it not for Rabbi Avigdor's tireless efforts and dedication to his synagogue, it is not beyond reason that [the

synagogue] would today only be a memory, like so many other synagogues in the greater New Haven area.” *See* Exhibit 25, James Shure Letter.

Similarly, Mr. Alan Francis explains that ministering to an orthodox congregation in the New Haven area has many challenges and that life could be much simpler for Mr. Avigdor if he were to move to an area populated with a larger orthodox community. Following Mr. Avigdor’s stroke, Mr. Francis encouraged Mr. Avigdor to move to New York. Mr. Avigdor responded that he could not move because he could not abandon his congregation. He also said he had promised an aging member of his congregation that he would officiate at the inevitable funeral and he would keep that promise. *See* Ex. 21.

One of Mr. Avigdor’s finest achievements of which he is most proud is his establishment of the Mizmor L’Dovid Boys Choir. He led the choir for fifteen years and “worked with over 200 boys.” The only reason he “stopped directing the choir was due to his stroke.” *See* Exhibit 26, Jeffrey Steven Levinson Letter. As noted earlier, the choir often performed at nursing homes and community centers, and even performed on television.

Nehemia Levin commented that his “son’s love of music came from the years he participated in the choir.” *See* Exhibit 27, Nehemia Levin, Ph.D Letter. Fellow rabbi Gerald Schlingenbaum notes Mr. Avigdor often worked “very patiently” with the boys who were “shy, or lacking in self confidence” to help them achieve their potential. *See* Exhibit 28, Gerald Schlingenbaum Letter. Gale Levin, M.D. described the positive impact the choir had on her family:

Rabbi Avigdor started a Boys Choir many years ago when my son was young. We enrolled him the inaugural year and for many years thereafter. Rabbi Avigdor was able to bring out the best in the kids while building their confidence and sense of self worth. I felt this was a very import part of my son’s growth and the positive

role model set by Rabbi Avigdor is also likely a reason he is currently in law school.

See Ex. 2.

Another attribute that speaks to Mr. Avigdor's character are the innumerable letters of thanks and tribute to Mr. Avigdor for the time he takes to visit and administer to the sick and dying and to counsel and console the bereaved. A small illustrative sample of such letters and notes are annexed as Exhibit 29.

iii. Mr. Avigdor is Devoted to His Family.

Mr. and Mrs. Avigdor have six adult children and five grandchildren. Mr. Avigdor's relationship with his wife and children is extremely close and loving. Counsel has been in contact with several of Mr. Avigdor's children; they speak of him with adoration. They love and respect their father and are justifiably concerned for him, his health, and his future.

The Avigdors live according to a mantra passed on by Mrs. Avigdor's parents, "work hard, save, invest." This they have done. Both Mr. and Mrs. Avigdor are tireless workers and have worked hard their entire lives. Mr. Avigdor has consistently worked multiple jobs, is a tireless volunteer and devoted husband, father, and grandfather. Mrs. Avigdor owns her own business and also is an indefatigable worker and devoted mother and grandmother. The Avigdors live extremely modestly and without extravagance. They live simply in a home that, until they refurbished it themselves, was abandoned. Their greatest goals have been to provide for the education of their children, to provide for weddings for their daughters, and to be able to help with the education of their grandchildren. By working hard and living modestly, they have been able to save and invest. As an illustrative example, they have owned stocks for years.

They have never drawn a dividend; every dividend has been reinvested and is intended for their children and grandchildren.

As noted above, Mr. Avigdor's strong sense of duty and community has rubbed off on his children. The four who are employed to date have worked and studied hard to achieve professions where, like their father, they devote themselves to helping others.

iv. Mr. Avigdor's Long History of Charity in His Community

People who meet Mr. Avigdor immediately discover that he is a man deeply devoted to making the world a better place. Kevin Russo, a Supervisory Assistant State's Attorney in Milford wrote a letter to the Court in support of Mr. Avigdor because he was so moved and inspired by Mr. Avigdor. He wrote eloquently about Mr. Avigdor's genuine concern and his core as a human being and the impression it made upon him and which he recalls "with ease" despite being responsible for tens of thousands of cases a year. *See* Exhibit 30, Kevin S. Russo Letter.

Mr. Avigdor is much beloved for his unhesitating willingness to help others, no matter the circumstances. For example, Edward and Helen Bauer recall that they "have witnessed several wonderful actions [Mr. Avigdor] took on behalf of others," and recounted how Mr. Avigdor took in "a woman and her two children and assisted [them] for many months after she was mistreated by an abusive husband." *See* Ex. 9.

Similarly, Dr. Jay Dworkin recounted how Mr. Avigdor touched his life and that of his family in a time of need:

At the age of 37, I was diagnosed with a life threatening spinal tumor. My surgery occurred at St. Raphael's Hospital. Before my surgery I prayed with David at his synagogue (despite not being a member). What was remarkable about David was that after my surgery, on the Jewish Sabbath, he walked miles to

visit me and support me in the hospital. Now fast forward, five years and we are at Yale New Haven Hospital, my daughter at age 8 is faced with the same tumor, has been in surgery for eleven hours and who is it that comes to the waiting room to lead my extended family in prayer as my daughter lay helpless in the surgical suite . . . David Avigdor. David was not our families Rabbi and had no obligation to be there except that he cared for us!!

See Exhibit 31, Letter of Jay L. Dworkin, M.D.

Claire Criscuolo, the owner of Claire's Corner Copia, a well known restaurant in New Haven, writes that Mr. Avigdor “has been generous in helping my staff and even their families with his integrity and wisdom that he shares freely as they navigate their way through both minor and major crises. He has counseled our staff when they had broken hearts from the loss of a loved one, and has offered sound advice with they were at crossroads contemplating their future education and decisions about relationships.” *See* Exhibit 32, Letter of Claire Criscuolo.

Mr. Avigdor’s character and finest qualities are evident when helping the sick, and those in need of aid or support. Matthew Katz recalled the time he was rushed to the hospital in the middle of the night and called Mr. Avigdor to come to the hospital at 3:30 in the morning. Mr. Avigdor did not hesitate to respond and help. There was another incident where his pregnant wife was hit by a run away truck. Again, David Avigdor responded to the hospital without hesitation to offer assistance. *See* Exhibit 33, Letter of Matthew A. Katz.

Ms. Elizabeth Capasso Fink recounted how when her “father was hospitalized and dying of cancer” it was Mr. Avigdor who went out of his way to support her mother and visit her father in the hospital, to comfort and console him. She also recalled that was when David “urged my father to tell my mother that he loved her before it was too late. Those words have given my mother much comfort throughout the years.” *See* Ex. 8; *see also* Ex. 2 (noting how Mr. Avigdor spent “several hours” successfully mediating a family dispute between Dr. Levin’s family and

her husband's brother despite having "a few things on his plate that were more pressing than this small matter" because of "his sensitivity to the increased loneliness my brother in law would feel if he lost an important social tie.").

Dr. David Fischer, who referred to Mr. Avigdor's "devotion to the assistance of others" as "exemplary," noted that he remembers Mr. Avigdor driving an elderly congregant from a different synagogue to the doctor because no one else was available. *See* Exhibit 34, David S. Fischer, M.D. Letter.

Dr. Nehemia Levin noted that he "remembers many incidents showing [Mr. Avigdor's] nature to always go out of the way for others." Although perhaps insignificant in the scheme of things, he particularly remembered Mr. Avigdor driving him around in his car to find a bait shop because he wanted to go fishing for the first time. This selfless devotion to helping others left an indelible impression on him. He also recalled an occasion when Mr. Avigdor accompanied him to the cemetery to help find his father's grave. *See* Exhibit 27, Letter from Nehemia Levin, Ph.D.

Mr. Avigdor's countless acts of kindness, which are routine for him, touch the people with whom he comes into contact and have a marked, positive impact on the community. Mr. Avigdor's reputation as ethical and trustworthy underscores this point: he is someone that people know they can count on. Indeed, Mr. Hallier recounts that "At no point have I ever questioned David's integrity or his honesty. To the contrary, I consider these to be his finest qualities." *See* Ex. 6.¹⁵ Perhaps David Waren puts it best:

¹⁵ Others made similar comments about Mr. Avigdor. *See* Ex. 4 ("David Avigdor has a reputation for honesty and integrity in the community. In the almost 24 years that I have known him, I have not

There is a concept in Jewish law and practice known as mesirat nefesh – self sacrifice. Rabbi Avigdor is the embodiment of mesirat nefesh, constantly seeking to do for others without regard for self interest or personal toll. He has tirelessly rendered assistance in ways public and private, large and small to what must literally be thousands of beneficiaries in his thirty years as a rabbi – acts emanating from the essence of the man and his innate morality, not because of vocational obligation.

David Avigdor’s true character is reflected in his devotion to family, community, and humankind. He is an entirely selfless individual whose career reflects a commitment to higher purposes. He is a spiritual leader to his congregation, a legal advocate for needy clients, a man of action who cares deeply about his fellow human beings and takes whatever steps he can to make their lives happier and easier.

See Ex. 12..

Returning to Judge Rahoff’s observation that “if ever a man is to receive credit for the good he has done, and his immediate misconduct assessed in the context of his overall life hitherto, it should be at the moment of his sentencing, when his very future hangs in the balance.” *Adelson*, 441 F. Supp. 2d at 513-14. Mr. Avigdor has lived a life of good deeds, not “for credit” but because his life is devoted to tikkun olam— helping to repair the world. However, at his moment of judgment, we ask the Court to consider the circumstances of his offense against his life devoted to charity and good deeds hitherto.

v. Mr. Avigdor Has Accepted Responsibility for His Conduct

Mr. Avigdor fully recognizes the seriousness of the offense to which he has pleaded guilty and has accepted responsibility for his conduct. How he became involved in this offense, however, and the scope of his involvement deserves significant consideration in determining the

encountered a single instance in which [his] conduct as a private individual, a lawyer or a rabbi was in any manner unethical or questionable.”); Exhibit 35, Letter of Stuart Rosenkrantz (“David Avigdor has been my rabbi and attorney for about thirty years . . . I have found his trustworthiness to be above reproach.”).

appropriate sentence. We believe the Government agrees as evidenced by its sentencing recommendation.

The circumstances of Mr. Avigdor's involvement in this offense are set forth above and will not be repeated. It is worth observing, however, that a review of all of Syed Babar's e-mails and the taped conversations between various individuals and Ken Perkins discloses not a single mention of David Avigdor. *See* Exhibit 35, Affidavit of Barbara Hager. Indeed, Morris Olmer told Ken Perkins that Mr. Avigdor had no idea about what was going on. *See* Ex. 13. And as explained above, Mr. Avigdor hardly benefitted financially from his involvement in this matter, certainly not as compared to those who were active participants in the scheme. What is clear is that Mr. Avigdor was used, as was Joel Alderman before him, and other counsel, and he was drawn into this criminal conduct. What we cannot and do not avoid, however, is that as the months passed there were signs that something was amiss. Mr. Avigdor was aware of those signs and chose not to investigate and question them beyond the explanations he got from Morris Olmer. Instead, he continued to participate as the settlement agent for closings organized by Morris Olmer. He should not have done so.

In a true sense, Dr. Nehemia Levin captured the essence of how Mr. Avigdor became involved in this matter as follows:

Rabbi Avigdor has a basic love for people that he does not just feel in his heart, but shows in day to day action. He is almost innocent in his belief in the basic goodness of others. He is very trustworthy and trusts others. It may not always make him the best as a businessman, but it makes him superb as a human being.

See Ex. 27.

vi. Mr. Avigdor Will Not Offend Again

Mr. Avigdor has no criminal history. Indeed, Mr. Avigdor has been regarded as a model and pillar of the community. Mr. Avigdor is 58 years old; he presents no risk of recidivism. *See* U.S. Sentencing Commission, *Measuring Recidivism: The Criminal History Computation of the Federal Sentencing Guidelines*, at 7, 21; *see also United States v. Hamilton*, No. 07-2874-cr, 2009 U.S. App. LEXIS 7848, at *31 (2d Cir. Apr. 14, 2009)(holding that “the district court abused its discretion in not taking into account policy considerations with regard to age recidivism not included in the Guidelines.”); *United States v. Nellum*, No. 2:04-CR-30 PS, 2005 U.S. Dist. LEXIS 1568, at *8-9 (N.D. Ind. Feb. 3, 2005) (age of offender is relevant to § 3553(a) analysis, even if not ordinarily relevant under the Guidelines, and a variance from the Guidelines is appropriate for a 57 year-old defendant). He has consistently been employed in multiple jobs for more than three decades, he has the love and support of his family and community—and he has the support of his congregation. He is also financially secure. *See, e.g. United States v. Marsh*, Nos. 10-CR-0480, 10-CR-0697, 10-CR-0700, 10-CR-0800, 10-CR-0801, 2011 U.S. Dist. LEXIS 123941, at *72 (E.D.N.Y. Sept. 14, 2011) (non-Guideline sentence imposed where defendant had a long history of legal employment, a strong work ethic and a loving supportive family, thus making it highly unlikely that he would engage in future criminal activity).

Finally, Mr. Avigdor’s recent stroke and resulting poor health further underscores that he poses no recidivism risk and that a sentence of probation is appropriate under all the circumstances.¹⁶ Mr. Avigdor suffered a stroke in 2010. He has been treated and has undergone

¹⁶ Guideline section 5H1.1 was amended in 2010 and now provides that “age (including youth) may be relevant in determining whether a departure is warranted.” The Guideline instructs courts to consider, in

both physical and occupational therapy to treat the left side paralysis and speech difficulties he suffered. Mr. Avigdor has not regained his full capacity. He continues to have partial left side paralysis that prevents him from performing fine motor tasks with his left hand. He also has difficulty walking and is currently being fitted for a leg brace. *See* PSR ¶¶ 37-38; *United States v. Hassan*, No. 11-cr-680-01, 2011 U.S. Dist. LEXIS 28644 (E.D.N.Y. Mar. 18, 2011) (sentencing defendant to time served and probation where defendant was 58 years old, had suffered a stroke, had worked hard all her life, and had resorted to drug trafficking to pay off money lent to a neighbor).

In sum, there is no risk that Mr. Avigdor will offend again.

vii. The Need for the Sentence to Provide Just Punishment

The Government's recommendation, based on all the relevant circumstances, in favor of a three year term of probation, a one year suspension from the practice of law, and a \$20,000 restitution payment is powerful evidence that such a sentence serves as just punishment for Mr. Avigdor. *See Santobello v. New York*, 404 U.S. 257 (1971); *United States v. Fernandez*, 877 F.2d 1138, 1145 (2d Cir. 1989) (“it is not startling that a district court may depart from a Guidelines sentence in order to give effect to a plea bargain”); *United States v. Keith*, No. 1:11-CR-005, 2012 U.S. Dist. LEXIS 66097, at *7-8 (S.D. Ohio Jan. 24, 2012) (recognizing that the Government’s sentencing recommendation, and even lack of objection to a proposed sentence, is usually “influential” with the sentencing court).

the case of older and infirm defendants, whether home confinement might be equally efficient and less costly than incarceration.

viii. The Need to Afford Adequate Deterrence

For his offenses, Mr. Avigdor has already been greatly punished. He has suffered incalculable shame and loss of stature in his community. He lost his father whom he revered while charges were pending against him. He suffered a stroke and partial paralysis, he has endured one trial and his doctor has advised him that he likely would not survive another. He has spent considerable sums on his defense, he has pleaded guilty to a federal offense, he is voluntarily agreeing to surrender his law license, of which he is so proud, he has already made restitution that exceeds the fees he received for work he actually performed. His disability insurance is being terminated. He has lived with the weight of the charges hanging over him for two years. A sentence of probation with conditions, coupled with the punishment he has already endured, serves the appropriate deterrent purpose of sentencing.

ix. The Need to Avoid Unwarranted Sentencing Disparities

The Court should also consider, as applicable, the kinds of sentences available; the advisory Guidelines; any applicable policy statement; the need to avoid unwarranted sentencing disparities; and the need to provide restitution to victims. *See* 18 U.S.C. § 3553(a)(3)-(7). As the Second Circuit has observed, disparity between sentences should be considered on a national level rather than merely among co-defendants. *United States v. Williams*, 524 F.3d 209, 215 (2d Cir. 2008).

Counsel's research has identified two cases where defendants were convicted of misdemeanor violations of 18 U.S.C. § 1012. In the first, *United States v. Cervantes*, No. 0:04-mj-213-FLN-1 (D. Minn.), Hilda Cervantes pleaded guilty to one count of violating 18 U.S.C. § 1012. Cervantes participated in a mortgage fraud scheme as a mortgage loan officer and

helped process fraudulent paper work. She received a sentence of five years probation and restitution of \$20,000.

Similarly, *United States v. Brown*, No. 1:04-cr-47-SHR (M.D. Pa. 2004), Charles Brown pleaded guilty to one count of violating 18 U.S.C. § 1012. As part of a mortgage fraud scheme organized by others, Brown, an attorney, acted as a closing agent on some of the properties involved in the scheme. He was sentenced to one year probation, which included six months of home confinement.

Thus, a sentence of 3 years' probation, as recommended by the Government, would avoid unwarranted sentencing disparity for defendants convicted of the same offense.

Indeed, defendants who have been convicted of more serious offenses are often sentenced to probationary terms. The following are illustrative examples:

- In *United States v. Jackson*, 3:10-cr-167-CFD (D. Conn. 2010), John Jackson pleaded guilty to one count of violating 18 U.S.C. § 371 (conspiracy to commit wire fraud). Specifically, he served as a straw buyer on the purchase of a property as part of a mortgage fraud scheme. Among other things, he signed a loan application and a HUD settlement form containing misrepresentations. He received a sentence of two years probation.
- In *United States v. Gayle*, No. 09-CR-358, 2010 U.S. Dist. LEXIS 60259 (E.D.N.Y. May 18, 2010), Nadeen Gayle pleaded guilty to one count of violating 18 U.S.C. § 1343 (wire fraud). Gayle, an attorney, forged the name of a seller on two occasions on a HUD-1 form to obtain mortgage proceeds. Despite having an offense level of 21 with a recommended sentence of 37-46 months, the court sentenced her to five years probation because she cared for a small child, had a strong history of community service, and was likely to lose her law license.
- In *United States v. Collins*, No. 1:11-cr-18-WS-C-3 (S.D. Ala. 2012), Christina Nattier, a straw buyer in a mortgage fraud scheme who pleaded guilty to one count of violating 18 U.S.C. § 371 (conspiracy to commit wire fraud) was sentenced to five years of probation, which included six months of home confinement, because the court concluded that she was the least culpable member of the conspiracy and otherwise played a minor role.

- In *United States v. Levy*, No. 4:11-cr-3581-DCB-GEE-2 (D. Ariz. 2012), Risa Levy pleaded guilty to one count of violating 18 U.S.C. § 1010 (making a false statements to obtain a HUD insured loan). Ms. Levy signed a loan application for a HUD insured loan representing that misrepresented her employment and financial means. Ms. Levy did this to aid her mother in a mortgage fraud scheme. Ms. Levy received a sentence of three years probation.
- In *United States v. Zaleski*, No. 2:09-cr-118 LA (E.D. Wisc. 2011), Robert Farrell pleaded guilty to one count of violation 18 U.S.C. § 371 and was sentenced to three years of probation. Farrell, who had worked as a mortgage broker, had prepared and submitted false loan applications to assist other defendants with a mortgage fraud scheme.
- In *United States v. Al Nahar*, No. 011-cr-60183-JIC-5 (S.D. Fla. 2011), Jeffrey Gilbert pleaded guilty to one count of violating 18 U.S.C. § 1349 (conspiracy to commit wire fraud) for his role in a mortgage fraud scheme. Gillbert, a 53 year old man, had served as a straw buyer on one property. He was sentenced to three years probation after his attorney requested a downward departure because Gillbert's behavior was clearly aberrant and motivated by a desire to generate income to send his children to college.

C. We Respectfully Ask the Court to Consider Apportioning Restitution.

Pursuant to the Plea Agreement, Mr. Avigdor agreed to make a \$20,000 restitution payment on or before the date of sentencing. Mr. Avigdor has made that restitution payment. The total restitution payment for which Mr. Avigdor is jointly responsible is \$85,102. Co-defendants who share responsibility for this restitution payment include Morris Olmer, Syed Babar, Marshall Asmar, Alicia Martineau, Thomas Gallagher and Rab Nawaz. *See* Babar Restitution Order [Dkt. # 703] at Schedule A. Mr. Avigdor respectfully asks the Court to consider apportioning the restitution among the jointly responsible defendants.

18 U.S.C. § 3664(h) provides that:

If the court finds that more than 1 defendant has contributed to the loss of a victim, the court may make each defendant liable for payment of the full amount of restitution or may apportion liability among the defendants to reflect the level of contribution to the victim's loss and economic circumstances of each defendant.

It is in this Court's discretion to apportion restitution, *United States v. Nucci*, 364 F.3d 419, 422 (2d Cir. 2004), and even though the Court is not required to consider an individual's role when awarding restitution, "relative culpability" of those responsible for the loss is a pertinent fact to consider when determining whether to apportion restitution. *Id.*; see also *United States v. Anglian*, 84 F.2d 765, 768 (6th Cir. 1986) (when "considering restitution order for multiple co-conspirators, we can think of perhaps no 'other factor' that would be more appropriate than the relative culpability of the defendants."). Thus, when the culpability of one defendant is significantly less than the others, courts will apportion liability according to the relative culpability of each defendant. See *United States v. Bunn*, 277 Fed. Appx. 25 (2d Cir. 2008) (requiring creator of criminal scheme to pay full amount of restitution — \$5,924,360 — while requiring other, less culpable co-conspirator to pay only \$50,000 in restitution); *United States v. Reifler*, 446 F.3d 65, 133 (2d Cir. 2006) (noting that district court apportioned liability to one third of loss when defendant had entered conspiracy significantly later than other defendants); *United States v. Burstein*, No. 4:06CR00072WRW, 2006 U.S. Dist. LEXIS 20783, *4-5 (E.D. Ark. Apr. 14, 2006) (apportioning restitution so that five defendants paid either \$1 or no restitution because each had minor role in the scheme and were merely following orders of boss). Courts will also apportion restitution if a defendant is not involved in entire conspiracy, *United States v. Smith*, Nos. 3:08-cr-31-JMH, 3:10-cr-1-JMH, 2012 U.S. Dist. LEXIS 66287, at *24-28 (E.D. Ky. May 11, 2012) (apportioning restitution to 12% each for four defendants who were in conspiracy for shorter period of time than other defendants), or if the defendant had little financial gain from the criminal acts. *United States v. Koch*, No. 10-CR-0048-CVE, 2010 U.S. Dist. LEXIS 137333, at *26-28 (N.D. Okla. Dec. 13, 2010).

Mr. Avigdor respectfully submits that this is an appropriate case to apportion restitution. As discussed, Mr. Avigdor was involved in the scheme after it was well underway, his role was limited and he derived only a small financial benefit over a seventeen month period. Conversely, other members of the conspiracy pocketed thousands of dollars of cash on each transaction. Accordingly, Mr. Avigdor respectfully requests that the Court consider apportioning the restitution payment for the property at 211 Lloyd Street among the six defendants who participated in that transaction.

VI. SENTENCING REQUEST AND CONCLUSION

For all the foregoing reasons, we respectfully request that this Court sentence Mr. Avigdor to three years probation, with conditions the court deems appropriate.

Respectfully submitted,

DAVID AVIGDOR

By: /s/ James I. Glasser
James I. Glasser
Federal Bar No. ct07221
Wiggin and Dana LLP
One Century Tower
P.O. Box 1832
New Haven, Connecticut 06508-1832
Tel: 203-498-4400
Fax: 203-782-2889
E-mail: jglasser@wiggin.com

CERTIFICATION

I hereby certify that on June 20, 2012 a copy of the foregoing sentencing memorandum as to David Avigdor was filed electronically with the court and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail/e-mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's CM/ECF system.

/s/ James I. Glasser
James I. Glasser

EXHIBITS 1 - 12

EXHIBIT 1

Brenner, Saltzman & Wallman LLP

ATTORNEYS AT LAW

David R. Schaefer
Email: dschaefer@bswlaw.com

NEWTON D. BRENNER (1934-2000)
STEPHEN L. SALTZMAN, P.C.
MARC A. WALLMAN, P.C.
DAVID R. SCHAEFER, P.C.
DONALD W. ANDERSON, P.C.
SAMUEL M. HURWITZ, P.O.
WAYNE A. MARTINO, P.O.
MITCHELL S. JAMES, P.C.
ALICE J. MICK, P.C.
CAROLYN W. KONE
BRIAN P. DANIELS
GEORGE BRENNER IV, P.C.
JENNIFER DOWD DEARIN, P.C.
ROWENA A. MOFFETT
JOHN R. BASHAW

SUSANNE H. ALDERMAN
SEAN M. FISHER
RONALD A. SODOLLI, JR.

OF COUNSEL:
KENNETH ROSENTHAL, P.C.
SHARON KOWAL FREILICH
HOLLY WINGER

June 4, 2012

The Honorable Alvin W. Thompson
c/o Attorney James Glasser
Wiggin & Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

Re: *Rabbi David Avigdor*

Dear Judge Thompson:

I write this letter at the request of Rabbi David Avigdor to provide some background to you about the superb work he has done in and on behalf of the Jewish community of greater New Haven for many years.

I first worked with Rabbi Avigdor when I was Chairman of the annual fundraising campaign for the Jewish Federation of Greater New Haven seventeen years ago. Soon thereafter, I served two years as President of the Jewish Federation of Greater New Haven.

One of the challenges of my job was to work with people from all parts of our community, including many religious institutions with different views as to how Judaism should be practiced and what the priorities should be of our Jewish community. In this context, I reached out to all of the rabbis in our community. Rabbi Avigdor was a very well respected rabbi who was extremely committed to our Jewish community and to what we refer to as *tikun olam*, making the world a better place. He was fair and open minded, and willing to listen to the views of others and to work collectively to make a better community. I never felt that Rabbi Avigdor was acting from any motivation other than the betterment of our community. It was a genuine pleasure to get to know him and work with him.

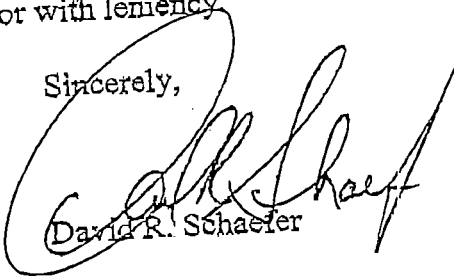
While I have not had the occasion to work with Rabbi Avigdor in such an intense way since that time, my interactions with him over the ensuing years have been consistent with the view I formed of Rabbi Avigdor at that time. Further, it is my understanding that Rabbi Avigdor continues to have an excellent reputation in the Jewish community.

■ Brenner, Saltzman & Wallman LLP
The Honorable Alvin W. Thompson
Page 2
June 4, 2012

I am aware that Rabbi Avigdor has pled guilty to a criminal offense. I do not have an in depth knowledge of the circumstances surrounding the events that led to that plea. While it is clear that Rabbi Avigdor has acknowledged that he made a mistake, it would be totally inconsistent with the individual and/or leader that I know and have worked with if it is claimed that he intentionally took illegal actions to financially benefit himself.

I urge you to treat David Avigdor with leniency.

Sincerely,



David R. Schaefer

DRS:djm
m:\docs\00819\603\bk3629.doc

EXHIBIT 2

May 30, 2012

Honorable Alvin W. Thompson
c/o Attorney James Glasser
One Century Tower
New Haven, CT 06508

Dear Judge Alvin Thompson;

I would like to write on behalf of David Avigdor, whom I have known for the past 29 years in several different contexts.

Rabbi Avigdor started a Boys Choir many years ago when my son was young. We enrolled him in the inaugural year and for many years after. Rabbi Avigdor was able to bring out the best in the kids while building their confidence and sense of self worth. I felt it was a very important part of my son's growth and the positive role model set by Rabbi Avigdor is also likely a reason he is currently in law school!

Another context I dealt with Rabbi Avigdor is when I was hit from behind on the Merritt Parkway by an impaired driver. Rabbi Avigdor handled the case quickly and professionally. When he heard I was upset that my totalled car which had been towed to my driveway had important contents in the jammed trunk which I couldn't get out, he appeared with a crow bar and personally worked to open the trunk so I could get my things before it was junked. That was beyond the call of duty and done just out of the goodness of his heart.

A few months ago, my husband's brother who lives alone, would not come to our home anymore because of something he misunderstood and perceived as a slight. It pained Rabbi Avigdor so much to see family discord that he convinced my brother in law to sit down with my husband and myself and have a meeting to work it out. Rabbi Avigdor gently maneuvered around his very sensitive feelings until he achieved a harmonious solution and made peace. I was so impressed. I think it's safe to say that Rabbi Avigdor has a few things on his plate that were more pressing than this small matter. But, his sensitivity to the increased loneliness my brother in law would feel if he

lost an important social tie prompted him to spend several hours to resolve the problem.

These are only three small examples, but they typify something about his character. This is a kind, caring ethical person who will always go out of his way for people. He is very trusting and sees the good in everyone. While these qualities may have made him vulnerable to others who live by a lower moral code, these same qualities have made him a loved and trusted member of the community. I entrusted him with my legal case. I entrusted him with my son. And I would fully and completely trust him with any legal, financial, or personal matter to this day.

I believe every member of the community feels the same way.

I feel he has suffered tremendously as a result of this case. When a person like Rabbi Avigdor, who has lived his entire life trying to do what is right, comes under scrutiny for alleged misdeeds, the sense of public humiliation is extremely painful. Even though, all who know him feel as I do, you can imagine the pain caused by even the *thought* that possibly his integrity is called into question. I would hope that this will be taken into account along with his truly fine character and the acts of kindness he has shown to so many and will prompt the court to treat him with leniency.

Sincerely,

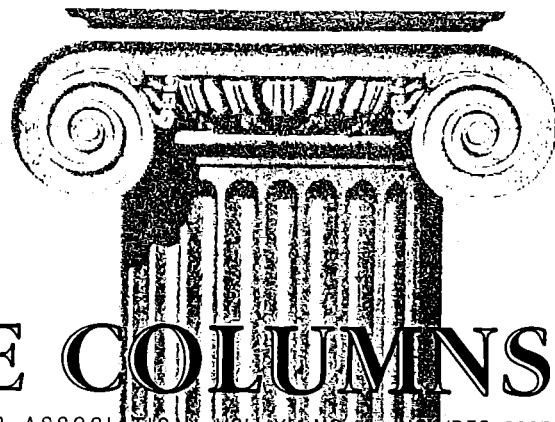
A handwritten signature in black ink, appearing to read "Gale", with a horizontal line extending to the right.

Gale Levin, MD

EXHIBIT 3

NHCBA

Encouraging Each Other to Excellence...



MARBLE COLUMNS

THE NEW HAVEN COUNTY BAR ASSOCIATION VOL. XI, NO. 4 NOV/DEC 2005



Harper Honored by CBA Young Lawyers

NHCBA President Joseph L. Rini and Connecticut Bar Association Young Lawyers Section Chair Elizabeth Andrews (Tyler Cooper & Alcorn) congratulate the Hon. Lubbie Harper, Jr. on receiving the first Diversity Award presented by the CBA's Young Lawyers Section. The award was given at a reception held on October 19, 2005. The award was established to honor an individual who has shown a commitment to issues of diversity and inclusiveness as well as excelled in the practice and study of the law.

Actions Speak Louder Than Words

by Carolyn B. Witt

In the aftermath of Hurricane Katrina, everyone was – and still is – asked to support the people in the South who were devastated by that tragedy. Assistance funds were set up by several national charities – two state bar associations created funds to help the legal communities recover – and the outpouring of gifts was tremendous. There are also local needs, however, and members of the legal community can always be found involved in these charities. The New Haven County Bar Association (NHCBA) is proud of its members and their extraordinary support of the Greater New Haven community.

In order to positively impact the community as well as increase public awareness of its service efforts, the NHCBA formed the

Continued on page 5

An Independent Judiciary Rests on Our Shoulders

by Andrew S. Knott

“**S**omeone’s gotta do somethin’ about those guys. They got too much power.” Thus said a patron where I used to bartend, before the legal world formally inducted me into its own bar.

Interestingly enough, the man was not speaking about lawyers, per se. He was speaking about judges.

It does not seem that the comment about judges (said, I should add, while scratching himself) is indicative of the public generally, because it does not have a consistent view of judges.

Continued on page 8

Drinks by the Sound



The NHCBA kicked off its Fall activities with a Bench-Bar Reception on September 15, 2005 to welcome new and returning judges to the New Haven JD. Pictured above are (L-R) Jerry Lacobelle, Judge Anthony DeMayo, Don Walsh, and Bill Sadek (one of his last events as NHCBA president).

Story continues, page 9.

*** Season's Greetings from the NHCBA ***

Member Spotlight: David Avigdor, Balancing Law with Ministering to Others

by Thomas B. Purcell

I called David Avigdor on October 12th to set up an interview. Instinctively, I asked if this was a good time to talk. "Quite frankly, no... I am rushing to get a court filing done and I have Yom Kippur services that must begin at sundown." I suggested that we pick a day next week.

How about October 18th? "Not good, Sukkot services begin and I won't be available." We were finally able to agree on October 20th.

We all know about time constraints and scheduling conflicts, but for a practicing attorney who also happens to be an ordained rabbi, perhaps those conflicts and time constraints are uniquely challenging.

Avigdor is a full-time practicing attorney here in New Haven. He has been associated with Ron Scherban for approximately 18 years. With offices located at 395 Orange Street, it is a general law practice focusing in the areas of personal injury, family law, bankruptcy and real estate. He also happens to be the rabbi of Bikur Cholim Sheveth Achim, an Orthodox Jewish synagogue located in the Westville section of New Haven, and the senior Orthodox pulpit rabbi in the Greater New Haven area.

I asked him which came first, the desire to be a rabbi or the desire to become a lawyer? "You've got to understand, I am a third generation rabbi. My father is still alive and has been a rabbi for the past 60 years. His father before him was a rabbi. On my paternal grandmother's side, there exists an unbroken lineage of rabbis traceable back to King David."

"Let me show you something." He takes a framed photo from his file cabinet. It was taken by Margaret Bourke-White, the famous



Life magazine photographer. It is listed as one of Life magazine's top 100 photos all time. It is a picture of inmates from the Buchenwald concentration camp upon their liberation by Allied forces.

"Look in the back row and look at the photo caption." There in the back row, peering over the shoulders of another inmate, is Rabbi J. Avigdor. "That is my grandfather."

"Now, let me tell you a story. My wife is from Australia and I met her through a traditional Jewish matchmaker. My wife's parents are Holocaust survivors, as are mine. After we had been dating for a while, she received a letter in the mail from her father. In that letter, my future father-in-law informed us that my grandfather had actually officiated at his wedding!" (David further explained that it was actually his father-in-law's first wedding. His first wife and children were killed in the Holocaust and he subsequently remarried. David's wife is the offspring of a second marriage.)

"Now fast-forward to our wedding engagement party. The two families are going to meet for the first time. I come upon my dad and he is in a room by himself, overcome with emotion and crying. What is wrong? Upon meeting his future in-laws, my Dad realizes that both he and my future father-in-law were in the same work detail in the same concentration camp during World War II, and then freed on the same date."

Needless to say, David's background and upbringing was a profound influence on his initial desire to become a rabbi.

"I saw the practice of law as an additional way to provide counsel and guidance to people," he continued. "Some of my congregants are well-known and respected members of the legal community." He mentions Joe Lieberman, Howard Jacobs, Stanley Jacobs, Richard Jacobs, and Ivan Katz as some congregants who have attended services at Bikur Cholim.

I, myself, live in Westville, blocks away from the Marvel Road synagogue. Often I will drive by and see a car parked in front of the synagogue with "LYMAN" for a license plate. 21 years ago, I was a clerk in Superior Court and Bob Lyman was the Official Court Reporter for the New Haven Superior Court. So I ask, is it the same Bob Lyman from New Haven Superior Court? "It is. Bob attends daily services. Bob was a very helpful assistant and mentor in my pursuit of a law career. I think I was attracted to the law for reasons similar to those that caused me to pursue studies as a rabbi. The law is logical and, to some degree, there is a biblical basis to the legal concept of fairness. Laws are enacted to establish what is right and wrong and to provide protection to society as a whole. Likewise, the Law of the Torah is there to provide general protection to us all."

David tells me that he is never bored and finds every day to be fascinating. He is at the synagogue by 7 AM and usually doesn't retire until 2 AM. Is it legal work or religious work that keeps you up that late? "It could



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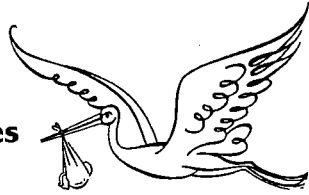
GOOD PRODUCTS, GOOD PRICES, GOOD PEOPLE

Continued on page 15



Attorney ROBERT M. SINGER published an article entitled "Means Testing under 'Bankruptcy Reform' and other Anti-Abuse Provisions" in the July/August issue of debt3.

Congratulations to Milford attorney ROBERT W. CHESSON, who was installed as the president of the Milford Bar Association at their annual meeting on November 18, 2005. TARA J. GALBO was installed as Secretary.



Babies...Babies...Babies

Leah and ERIC P. SMITH (Lynch Traub Keefe & Errante) are pleased to announce the birth of their second and third children, Caitlyn and Cassidy, on July 26, 2005.

COURTNEY BARNIKOW (Rubin & Eldrich) and her husband Kevin are pleased to announce the birth of their son and first child, Chase Barnikow, on September 8, 2005.

Jeff and KAREN B. KRAVETZ (Susman Duffy & Segaloff) are pleased to announce the birth of their daughter, Alexandra Jayne, on September 29, 2005.

The Association is pleased to include "The Brief Case," a column that recognizes the accomplishments of members and celebrates lifetime events. Submissions of member information for the next issue of the Bar Association newsletter are now being accepted. Please fax any information pertaining to office moves, marriages or births, awards, publications, etc. to the NHCBA office at 203-624-8695 by January 6, 2006.

David Avigdor, continued from page 13

be both. I participate in the DAF YOMI learning program." He explains that the Talmud is a portfolio of the oral laws of Judaism. The Talmud consists of 2,711 pages. Those who participate in DAF YOMI study one page a day, which takes 2,711 days to complete – roughly 7 1/2 years! Couple that with a busy law practice, six children, and a synagogue, and two in the morning starts to sound like a reasonable time to end your day.

Do your two careers create conflicts? "All the time. About 15 or 20 years ago, a married couple approached me for guidance and counseling in my role as a rabbi. There were some difficulties existing in the marriage, and I provided advice. About four years later, I was called by a lawyer in Milford who was seeking some help on a rather unique divorce case. The husband had taken the children and fled to Israel. The Milford lawyer was representing the wife and sought my assistance interpreting some Hebrew

Continued on page 16

ON THE MOVE

Appellate Court Change of Address: Please be sure to update your records – the State of Connecticut's Appellate Court moved in early September to newly renovated offices at 75 Elm Street, Hartford, 06106.

Riccio & Beletsky, LLC in East Haven is pleased to announce that MATTHEW T. STILLMAN recently became associated with the firm.

EDMUND Q. COLLIER is pleased to announce the re-opening of his law practice at 74 Cherry St., Milford, 06460, tel. 878-7999.

Dey Smith, LLC recently changed its name, and has moved to new offices at 9 Depot St., Milford, 06460. Telephone numbers remain the same.

STEPHANIE L. SGAMBATI is pleased to announce the relocation of her offices to 50 Elm Street, 2nd Floor, New Haven, 06510, tel. 777-2323.

Baillie Hall & Hershman P.C., based in Cheshire, is pleased to announce the opening of an office in Norwalk. The firm now has locations in Cheshire, Avon and Norwalk, Connecticut, and Orlando, Florida.

Carter Mario Injury Lawyers is pleased to announce that MICHAEL DWYER has joined the firm in the litigation department. He will be lead litigation attorney for all firm offices.

MEMBERSHIP MAILING LABELS AVAILABLE
Are you opening a new firm? Adding a new partner or associate? If you plan to announce a change in your practice, share the good news – purchase a set of NHCBA mailing labels which reaches over 1,400 people! Cost is \$125 for members. Call the office at 562-9652 to order today!

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State

Jewish Ledger • April 1, 2005

Honored in Italy for many years



Photo courtesy Agnes Vertes

Monsignor Gennaro Verolino, who helped save thousands during World War II.

occupied Hungary. But though she was very young, she has strong memories of her experiences as a hidden child during that terrifying time.

Hungary was an ally of Germany's during much of the war, so full-scale deportations of the country's Jews didn't begin until Germany occupied the country in March of 1944.

"Then everything went fast-forward," Vertes explained. "The Germans took five or six years [to occupy] Poland. It took them a little more than three months in Hungary."

Agnes and her two-year-old sister had already been taken to the countryside to stay with some relatives. When the Germans invaded Budapest, their father retrieved them from the country and with their wealth, were able to purchase authentic-looking false papers for the family. Her parents taught her and her sister Protestant songs and prayers and little

Agnes Katz became Agnes Kovacs.

Her parents left their children with a Protestant woman who raised other foster children.

The woman was poor — her home had dirt floors, no plumbing and no electricity — but Agnes was happy there the few months she was sheltered there. A bomb eventually destroyed the house, but Agnes and the others were in the home's underground bunker and were not hurt. The woman was forced to give the children back to their parents who were hiding separately with friends.

The children, still disguised as Protestants, then stayed for several months in an orphanage, but were



Rabbi David Avigdor

Rabbi David Avigdor honored for 25 years of service

By Stacey Dresner

NEW HAVEN — Rabbi David Avigdor comes from a long line of rabbis.

Tracing his ancestry back to Shifatyah, the fifth son of King David, Avigdor is the son of Rabbi Isaac Avigdor, the prominent rabbi who led United Synagogues of Greater Hartford for many years and the grandson of Rabbi Yacov Avigdor, also known as the Drohobyczer Rav.

As the oldest of four sons, David observed his father in his rabbinical duties, often helping his father around the synagogue.

"I was a rabbi's son," he explained. "He taught me how to daven from an early age and I helped with the Friday night services they used to make and the junior congregation, and I helped him with the memorial prayers at the cemetery before the High Holidays."

But despite all this, Avigdor says his father didn't pressure him to become a rabbi.

"My father is a very smart man. He never insisted on my following in his footsteps," Avigdor said. "But he would show me a list of an unbroken chain of rabbis from father to son dating back to King David on my father's mother's side of the family. He would say, 'You don't have to be a rabbi as long as you are a good Jew."

"But," he would say, "When you get ordained I will buy you a car."

His father did buy him that car, a Dodge Dart, when David was ordained as a rabbi in 1975 at the age of 22.

For the past 25 years, Rabbi David Avigdor has served as spiritual leader of Bikur Cholim Sheveth Achim Synagogue in New Haven. On April 3, he will be honored for that service by his congregation with a reception and dinner at the Jewish Community Center of New Haven.

"He's been with the synagogue 25 years and that is a long time," said Dr. Peter Rogol, chair of the dinner. "He's the senior Orthodox rabbi in town now, and he has done a lot for the synagogue and the community."

"I don't consider it an honor. I consider it a privilege to serve the congregation," Rabbi Avigdor said.

that period... touch
 One of the most successful approaches to get your teenager not to smoke is prevention. The ideal time to begin this tactic is when your children are between the ages of 8 and 10. At this age they are old enough to begin understanding the risks and young enough that they have (hopefully) not yet experienced smoking or the motivation to smoke.

The... the yeshiva should not make a rule that is *rov tzibur einu yechol lamid bo* - we can't create rules that most people can't follow.
 Measures taken in schools aimed at stopping smoking have not been successful. Lectures from physicians and hearing horror stories from surviving family members of someone that died, *lo aleinu*, as a result of cigarette smoking hasn't slowed

people a year. "And the annual death toll from tobacco-related diseases - lung cancer, heart attacks and cardiovascular diseases - could soar to 10 million by 2020, with 70 percent of the deaths in developing countries," the report added. The teenager will not understand how this applies to him.
 One of the issues worth examining is why teenagers smoke? The most common

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Rabbi David Avigdor is the son of Rabbi and Mrs. Yitzchok Chaim Avigdor of West Hartford, and grandson of Rabbi Yaacov Avigdor, the famed Drohobyczer Rav and former chief Rabbi of Mexico.

touched to come and share in the joy of this simcha.
 Rabbi Moshe Meir Weiss, noted author, speaker and spiritual leader of the Agudas Yisroel of Staten Island, and Atty. Chaim David Zwiebel, executive vice president for government and public affairs and general counsel for Agudath Israel of America, will be among the speakers.

Board of Directors of the Society of Cardiovascular Anesthesiologists, a member of the American Society of Anesthesiologists and a member of the New York State Society of Anesthesiologists.

He attended Torah ORE Talmudical Seminary in Yerushalayim and received his rabbinical ordination from Mesifita Talmudical Seminary in 1975.
 For further information about the dinner, or to place an ad in the commemorative journal, please contact the synagogue office as soon as possible: 203-387-4699.

"Rabbi Avigdor is proof positive that the end of the Renaissance did not end the era of the Renaissance man," said synagogue President Leonard J. Honeyman. "He is a pulpit rabbi and cantor, a husband and father of six, a full-time practicing attorney, the founder and director of the Mizmor L'Dovid Jewish Boys Choir, a mashgiach, a mohel and a shochet. In cheerfully fulfilling these and his other roles, Rabbi Avigdor has also demonstrated that one can indeed stretch the boundaries of time to accomplish what needs to be done."

**Bikur Cholim to Honor
 Rabbi David Avigdor
 April 3 At Special
 Dinner**

For 25 years, Rabbi David Avigdor has served the New Haven Jewish Community in a variety of ways. Now his congregation is honoring him with a festive dinner on Sunday, April 3 at 5 p.m. at the New Haven Jewish Community Center, and is inviting the people whose lives he has

For a free people in the age of terrorism, dead,

**Ignoring An
 Assassination Plot**

By Daniel Pipes

EXHIBIT 4

7 Maple Street
East Hampton, CT 06424
April 19, 2012

Judge Alvin Thompson
C/O James Glasser, Esq.
Wiggin and Dana, L.L.P.
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

RE: United States of America v. David Avigdor

Dear Judge Thompson:

I have known David Avigdor since 1988. From 1988 to 2007, David Avigdor and I were fellow associates in the law firm of Ronald M. Scherban, P.C. in New Haven, Connecticut. During his period of employment in the firm, David Avigdor and I had occasion to work together on a number of files, and frequently consulted with one another with regard to each other's cases. Additionally, I have attended, as a guest of David Avigdor, several religious services over which he presided in his capacity as a rabbi. I have remained in communication with David Avigdor's since his departure from the firm.

David Avigdor has a reputation for honesty and integrity in the community. In the almost 24 years that I have known him, I have not encountered a single instance in which David Avigdor's conduct as a private individual, a lawyer or a rabbi was in any manner unethical or questionable. David Avigdor has on several occasions been consulted by Superior Court judges with regard to providing advice on matters involving issues of Judaism and the judicial system. He has been called upon to give the invocation at numerous public ceremonies. He is responsible for certifying that a downtown New Haven restaurant complies with all Kosher requirements.

In the course of my practice, David Avigdor has often provided me with valuable advice, particularly with regard to family law matters. He has also served simply as friend to whom I could talk about anything. In his dealing with clients, I frequently observed David Avigdor going beyond merely resolving clients' legal problems to provide guidance and counseling to clients as to their personal and family lives.

David Avigdor should unquestionably be treated with leniency in the above-referenced criminal matter. David Avigdor would never

PAGE 2

knowingly become involved in any criminal conspiracy. I followed the news coverage of his first trial in this matter and noted that not a single defendant in the case had ever stated that David Avigdor knew anything about the scheme that is the subject of the prosecution. That no one could say that David Avigdor had any roll in the conspiracy is entirely consistent with the character of the David Avigdor that I have known for more than two decades, both professionally and personally. It is simply inconceivable that David Avigdor would knowingly or intentionally do anything that was in any manner illegal. David Avigdor has truly been a pillar of his community for many years. Clearly, leniency would be appropriate in this matter.

Please call me if you have any questions.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. P. Kowalczyk', with a long horizontal flourish extending to the right.

Robert P. Kowalczyk, Esq.

EXHIBIT 5

April 23, 2012

Ann Aungst
40 Hammonasset Meadows Road
Madison, CT 06443

James Glasser, Esq.
Wiggin & Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

RE: David Avigdor

Dear Attorney Glasser!

My association with David Avigdor began in 1987 when he came to work in the law office of Ronald M. Scherban where I was employed as a legal secretary. I worked with David until I retired in 2006. David is a very capable attorney who always handled his clients with the utmost professionalism. He is a deeply religious man and treated everyone with a special kindness. I never hesitated to suggest his name to my friends and family who needed professional services. Everyone who enlisted his help was thankful for the attention he gave them, especially in time of need. My grandson was on the road to destruction and David quickly set him straight. He was very helpful to older clients needing special legal help (wills, living wills, etc.). He followed through on all his cases until they were fully resolved.

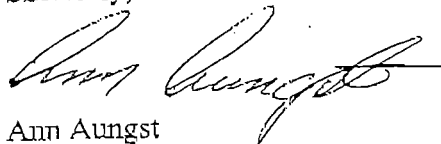
Since I retired, I have stayed in touch with David and have called him on occasion to discuss a legal matter or to just have a chat with a good friend. I would trust David's advice more than many people I know. David would never knowingly break the law or the trust of anyone.

David should be afforded every leniency the court can offer him, because no matter what happened in this case, David is as much a victim as anyone. Please consider David's dedicated service to his Temple, community, family and clients.

Should you have any questions or require additional information, please call me at 203-245-7459 or e-mail, annaungst@comcast.net.

Thank you for your kind consideration of my recommendation.

Sincerely,



Ann Aungst

EXHIBIT 6

MARTIN J. HALLIER, JR.
52 Beckett Avenue
Branford, Connecticut 06405
(203)488-8099

May 8, 2012

The Honorable Judge Alvin W. Thompson
c/o Attorney Glasser Dana
Wiggin & Dana, P.C.
One Century Tower
Post Office Box 1832
New Haven, Connecticut 0608-1832

Re: David Avigdor

Dear Judge Thompson:

I write on behalf of David Avigdor. For the following reasons, I implore the Court to treat Mr. Avigdor with leniency at his upcoming sentencing hearing.

I have had the distinct pleasure of knowing David for over thirty years. We met in 1980, when David represented my father and me at a real estate closing. Since that time, he has represented me in a number of legal matters of varied complexity and contention among parties. He has consistently represented my best interests as a client, and he has always conducted himself with the utmost decorum and professionalism.

During the time I have known David, our relationship has grown from a professional one into a friendship; I have been welcomed into his home, and he into mine. At no point have I ever questioned David's integrity or his honesty. To the contrary, I consider these to be two of his finest qualities. I deeply admire his long-standing commitment to his faith, his family and his profession, and I can say unequivocally that I would hire him to represent me again in the future, despite his recent misfortune.

I have followed the media coverage of the criminal enterprise in which David was purportedly complicit, and I remain unconvinced that he committed any unlawful acts, or that he profited in any way. At most, his involvement appears to have been peripheral, and in my opinion, there is no chance of recidivism in this case. Moreover, given his age and his current state of health, as well as his on-going obligations to his congregation and his family, I do not believe that justice would be served by incarcerating David. Rather, he should be allowed to return to the community he has served so faithfully for decades. To my mind, David has suffered enough.

Thank you for your kind consideration, and again, I entreat the Court to treat David with leniency. Should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Martin J. Hallier, Jr.

MJH/akh

Cc: David Avigdor

EXHIBIT 7

OFFICES OF
ROSENKRANTZ AND ASSOCIATES

1580 CHAPEL STREET
NEW HAVEN, CONNECTICUT 06511-4205

TELEPHONE (203) 619-0567
FACSIMILE: (203) 499-1111

STUART A. ROSENKRANTZ

May 22, 2012

Judge Alvin W. Thompson
New Haven, Connecticut

Dear Judge Thompson:

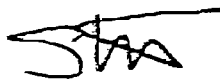
David Avigdor has been my rabbi and attorney for about thirty years. He has performed many legal services for myself, other family members and several friends throughout this time and has always been fair, honest and reliable. I have found his trustworthiness to be above reproach. The clients that I have referred to him have all been happy with his work and many have thanked me for referring them.

David is a religious man. He has served as the rabbi at my synagogue (Bikur Cholim) for many years. He has always been available when I have needed spiritual guidance or just someone to talk to and is never too busy to help someone in need. His guidance in rough situations has always led me to do right thing.

I know that David is facing some problems at this time. Quite frankly, it is inconceivable to me that he knowingly did anything that would put him into any type of compromising situation.

David has had a very positive influence over his community so, I expect that this is just one of many letters that you have received. Hopefully this will help you to see that he is surely one that is worthy of your lenience and consideration.

Very truly yours,



Stuart Rosenkrantz

EXHIBIT 8

Judge Alvin Thompson
C/o Atty James Glasser
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

Dear Sir:

I am writing this letter on behalf of my friend and lawyer David Avigdor. I have known David for close to 30 years, back when he worked in a law office beside my cousin and my mother. I always found him to be friendly, helpful and compassionate. Back in 1986 when my father was hospitalized and dying from cancer, David went out of his way to emotionally support my mother along with visiting my father in the hospital. He gave my father comfort and consul; it was David who urged my father to tell my mother he loved her before it was too late. Those words have given my mother much comfort throughout the years.

We recently reconnected with David back in 2010 when my mother needed to update some of her legal papers. The 20 year span since seeing David had not changed the man; he treated my mother with compassion and understanding. After completing the necessary paperwork for my mother, he tried to not accept any money from us for his services, telling my mother it was an honor to help her. The following year David once again help my mother by updating her will, when we left the office not only was her will updated but he had uplifted my mother's spirit just by the warmth, caring and the respect he treated her with. David continues to be a friend and someone I admire.

I hope the court would treat David Avigdor with leniency since he has spent an exemplary life helping others not only through his work but through his faith.



Elizabeth Capasso Fink
146 Alps Rd
Branford, CT 06405

EXHIBIT 9

16729 Cordova Court
Delray Beach, Florida 33484

Wiggin & Dana
One Century Tower
New Haven, Connecticut 06508

April 25, 2012

Dear Attorney James Glasser,

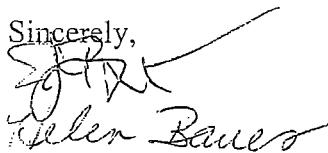
We have known David Avigdor for over 30 years; he was both our rabbi and our lawyer. He represented us in a court case and handled the closing on our home in Connecticut. The people who purchased our home, two Egyptian doctors, were so impressed with David's competence and integrity that they employed his services, years later, to represent them when they sold the house.

David has always been known as a compassionate and caring person. We have witnessed several wonderful actions he took on behalf of others. One that stands out is when the Avigdor family took into their home a woman and her two children and assisted her for many months after she was mistreated by an abusive husband.

It is hard to believe that any lawyer, who often must deal with the malicious behavior and the duplicity of others, would not become a skeptic and a cynic; but even after years of practice, David still expected honesty and decency from the people he dealt with on a daily basis. From our perspective, it was David's belief and trust in others in his office that led to the unfortunate events that have ensued.

We respectfully request that the court consider a lenient sentence for David Avigdor. His good deeds and helpfulness to others throughout all of the years we know him must be taken into consideration.

Sincerely,



Edward and Helen Bauer

Edward and Helen Bauer

EXHIBIT 10



169 Davenport Avenue P.O. Box 7607 New Haven, Connecticut 06519-0607
Telephone (203) 789-1650 FAX (203) 787-0071

ext 228

3/18/96

DEAR RABBI AVIGDOR,

WORDS CAN NEVER EXPRESS HOW GRATEFUL WE ARE FOR THE WONDERFUL PROGRAM YOU AND THE CHILDREN PROVIDED FOR US YESTERDAY. THE CHILDREN SANG WITH SUCH "RUACH" THAT IT BROUGHT TEARS TO MY EYES A FEW TIMES DURING THE PERFORMANCE. THE RESIDENTS ARE STILL TALKING ABOUT THE FABULOUS CONCERT THEY ATTENDED AND HOW SWEET THE CHILDREN WERE.

OUR GOAL AT THE JEWISH HOME IS TO HELP THE RESIDENTS FEEL IMPORTANT AND A VITAL PART OF THE COMMUNITY. BY BRINGING IN SUCH A PROFESSIONAL MUSICAL PRODUCTION FOR THEM IT ALLOWED US TO SHOW THEM THAT OTHERS IN THE COMMUNITY DO THINK OF THEM AND CARE ABOUT THEIR WELFARE.

THE TORAH STATES THAT THE HIGHEST FORM OF "TZDEUKAH" IS THAT OF GIVING OF ONESELF TO OTHERS...BEING A MUSICIAN MYSELF, I KNOW HOW MUCH GOES INTO SUCH A PRODUCTION. THE TIME YOU INVESTED IN THIS PROJECT IS EVIDENT. AND WE ARE MOST THANKFUL FOR IT. I'M CERTAIN YOU ALL WILL RECEIVE A MITZVAH OF THE HIGHEST DEGREE FOR WHAT YOU DID FOR US; AS YOU BROUGHT OUR RESIDENTS SUCH JOY AND HAPPINESS.

ON BEHALF OF THE RESIDENTS AND STAFF AT THE JEWISH HOME, I THANK YOU AND ALL WHO WERE INSTRUMENTAL IN ORGANIZING THIS PROGRAM. AND SEND YOU AN OPEN INVITATION TO JOIN US AGAIN ... ANYTIME....

SINCERELY YOURS,

Jodi

JODI LEVINE
DIRECTOR OF THERAPEUTIC RECREATION
AND VOLUNTEER SERVICES

PS The Register article was wonderful! Thanks - JL



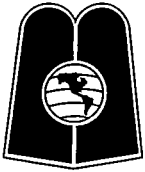
EXHIBIT 11

5/25/97 3'02

To Rabbi Avigdor,

With our heartfelt thanks
for your boundless dedication
and unlimited devotion to
the choir and for the
happiness and joy you
have showered on our
children.

The Families of the
Mizmor L'David Jewish Boys Choir



Agudath
Israel
of America
אגודת ישראל באמריקה

January 10, 2012

Rabbi David Avigdor
Cong. Bikur Cholim Sheveth Achim
165 West Park Avenue
New Haven, CT 06511

Dear Rabbi David Avigdor,

Words cannot properly express our gratitude and admiration towards you. You totally surpassed our expectations of hospitality and showed us the real meaning of hachnosas orchim. You invited us, took us around to different shuls, schools and cemeteries from morning to night. You gave us of your time, energy and patience and showed us the beauty of New Haven.

Thanks for joining us in this gevaldiga mitzvah of gathering the names of the kedoshim. The zchus of these hundreds of names which we got in New Haven will forever be yours. May HKB"H give you the kochos and strength to continue in all your avodos hakodesh.

Gratefully,

Yisroel Laufer

Project Coordinator





Agudath
Israel
of America
אגודת ישראל באמריקה

WASHINGTON OFFICE • 1730 RHODE ISLAND AVENUE, N.W. • WASHINGTON DC 20036

202-835-0414 • Fax: 202-835-0424

Rabbi Abba Cohen
Director and Counsel

July 19, 2006

Rabbi and Mrs. David Avigdor
165 West Park Avenue
New Haven, CT 06511

Dear Rabbi and Mrs. Avigdor:

I write to convey my deep appreciation for taking time out last week to be part of Agudath Israel of America's 2006 National Leadership Mission to Washington. The mission was a great success, and I hope you found it both enjoyable and enlightening.

The effectiveness of our Washington Office is immeasurably enhanced when Administration officials and Congressional leaders see first-hand the nationwide community that stands behind it. Orthodox Jewry surely earns their respect when we show that we are acutely aware of, and actively engaged in, the political, legislative and public policy arenas. Together, as partners, our collective voice is heard in the halls of government and our *shtadlonus* work yields tangible results for our community.

This year's mission was particularly timely and critical. To be in Washington on the very day that a major crisis erupts in the Middle East, presented us with a unique opportunity to let our voices be heard at a most perilous and decisive time. And it was a truly exciting moment when – after advocacy by the Agudah and others – Secretary Michael Chertoff used the occasion of our mission to announce the release of much-needed homeland security funds that are intended to address possible threats to our cities, including Jewish targets such as *shuls*, *yeshiyos* and other *mosdos*.

Your presence at our Washington mission provides enormous *chizuk* to me and our staff. It shows that you are interested in, and value the importance of, our efforts in the nation's capital. In light of the many, and growing, challenges that often face us here, we are strengthened by that knowledge and by your support.

Sincerely yours,

Rabbi Abba Cohen

RAC/me



MAYOR'S MEMORIAL DAY COMMITTEE
CITY OF NEW HAVEN, CONNECTICUT

John DeStefano, Jr.
Mayor

Veterans' Affairs Advisory Committee
c/o The Livable City Initiative
165 Church Street, third floor
New Haven, CT 06510

May 29, 1998

Rabbi David Avigdor
165 West Park Avenue
New Haven, CT

Dear Rabbi Avigdor:

I once again thank you for generously giving of your time to be part of our Memorial Day ceremony. Your messages have set a tone in keeping with the reason for this day of remembrance and for this we are most grateful.

Thank you again for being with us and for your continued support of our events commemorating the veterans.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob".

Severio D. Fodero
Committee Chairman



JEWISH FEDERATION OF GREATER NEW HAVEN
DEPARTMENT OF JEWISH EDUCATION

5/2

2 February 2001
9 Shevat, 5761

Rabbi David Avigdor
112 Marvel Road
New Haven, CT 06515

Dear Rabbi Avigdor,

Saturday night, the halls and classrooms of the JCC were filled to overflowing, as 600 people participated in the sixth annual "A TASTE OF HONEY" program. Throughout the Havdalah service, the Klezmer music, classes, and dessert, there was a palpable sense of excitement in the air. The evaluations confirmed what we had hoped; there was a wonderful communal feeling of people gathered together to take part in a stimulating, Jewish educational experience. Over and over we heard comments like "do this at least twice a year", "tape all the sessions so that we don't have to lose out on anything" and "more, more, more!"

Without your willingness to donate your time to this special event, your expertise and your commitment to Jewish education, we would not have been able to attract the enthusiasm and attendance of members from the entire community. We believe that "A TASTE OF HONEY" captured the community's attention and provides us all with the impetus to plan future Jewish educational experiences for adults. New Haven may not be Yavneh (yet!), but we are blessed to have such wonderful teachers in our midst.

On behalf of the Department of Jewish Education, we are deeply grateful for your contribution to the evening. Our educators are our most valuable resource!

Please feel free to share your impressions of the evening so that we can make future initiatives even more successful.



For a complete list of
Jewish programs
please call 783-3344
or visit our website
http://www.jewishnewhaven.org

- AT HOME AND ABROAD

318 - WWW.JEWISHNEWHAVEN.ORG



Agudath
Israel
of America
אגודת ישראל באמריקה

17 Adar II 5765
March 28, 2005

Dinner Chairman
Congregation Bikur Cholim Sheveth Achim
112 Mavel Road
New Haven, CT 06515

Dear Dinner Chairman:

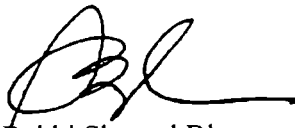
On behalf of Agudath Israel of America it is our great pleasure to join Congregation Bikur Cholim Sheveth Achim in paying tribute to Rabbi David Avigdor for his twenty-five years of dedicated leadership.

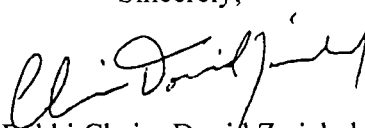
Rabbi Avigdor is well known as an ardent community activist who has dedicated his life to teaching Torah and helping Jews in need. His energy and enthusiasm combined with a warm and sympathetic personality, make him a leader that many have striven to emulate.

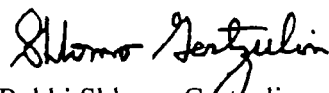
We at Agudath Israel owe him a special debt of gratitude for his extraordinary efforts on behalf of Agudath Israel's many Torah and *chesed* projects. As a regional vice president, he has been involved in many aspects of our work.

We salute Rabbi Avigdor upon this well deserved recognition and wish him and his Rebbetzin, Mrs. Suzanne Avigdor, many more years of Avodas Hakodesh for the klal.

Sincerely,


Rabbi Shmuel Bloom
Executive Vice President


Rabbi Chaim David Zwiebel
*Executive Vice President for
Government & Public Affairs*


Rabbi Shlomo Getzulin
*Vice President for Finance
& Administration*

New Haven, Connecticut: An Old Jewish Town with Hopes for a Jewish Future

By S. Smulowitz

When Rabbi David Avigdor assumed the post of *rav* of a New Haven, Connecticut, shul in 1980, he realized that there was a lot more to the shul — and the small Jewish community — than meets the eye.

Rabbi Avigdor describes how the *sham-mash* of Bikur Cholim Sheveth Achim Shul recites the entire *sefer Tehillim* every day, and how there are “*alte Mirrors*” who still *daven* there. When Rabbi Avigdor learns with them on Shabbos, they often tell him *divrei Torah* they learned in Europe.

When Rabbi Avigdor assumed leadership of the shul, it was over 100 years old, and it had gone through quite a transformation since its inception.

Jews began settling in Connecticut in the mid-1800s. They emigrated from Europe intending to set up new Jewish communities in America. They were successful in New Haven, which by the 1870s had a thriving Jewish community. It had a number of kosher butchers, several shuls and *chadarim*, a *chevra kaddisha*, and many thriving Jewish businesses. It also had one of the country's earliest yeshivas, which is no longer in existence.

In 1884, a small group of men broke off from Congregation Beth Israel and formed Congregation Bikur Cholim Bnai Abraham. When Rabbi Avigdor came to New Haven in 1980, he assumed the post of rabbi, and in the late 1980s, after going through additional mergers, the shul was renamed Bikur Cholim Sheveth Achim.

Rabbi Avigdor was not new to the area when he assumed the post. He said he knew what *rabbanus* was like in an out-of-town community because he grew up in Hartford, Connecticut, where his father served as *rav*. Rabbi Yitzchok Chaim Avigdor still serves as *rav* of the town and is involved in *kashrus* supervision in the area.

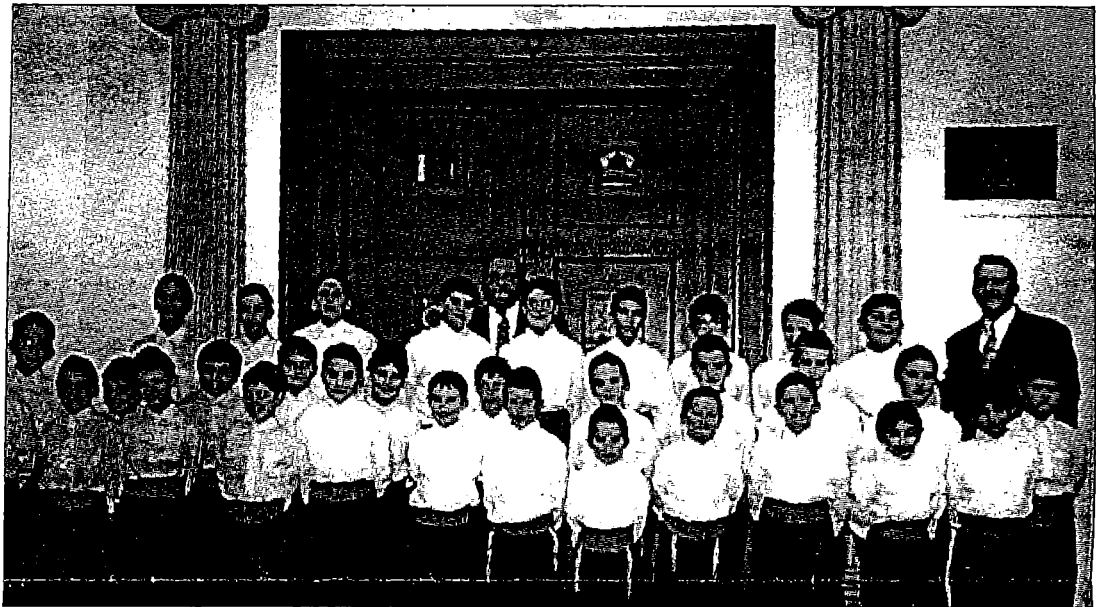
Rabbi Avigdor said that after learning for many years in Israel and in Torah Vodaas, and becoming a *musmach* of that yeshiva, he was ready to follow in his father's footsteps and serve as *rav* in a small city.

And serving as *rav* in a small community such as New Haven, says Rabbi Avigdor, means that you do a lot more than just lead a congregation.

While in places like New York, there are many people who can contribute time and energy to assist the community, in smaller communities like New Haven, says Rabbi Avigdor, there are only a few individuals who bear the responsibility for communal affairs. For example, Rabbi Avigdor not only acts as rabbi, *mohel* and *shochet* for the town, he is also one of the principal members of the *chevra kaddisha*. He also serves on the *enuv* committee and works on behalf of the Hebrew Day School, which brings a strong Jewish education to many children in the area who would otherwise have to travel very far to school, and to some that might otherwise opt out of a Jewish education.

Rabbi Avigdor is also involved in several projects of Agudath Israel of America, among them assisting, in the organization of the annual convention. In fact, in 1992, he received Agudath Israel's Avodas Hakodesh Award.

Rebbetzin Avigdor is similarly involved in a gamut of activities that benefit the community. Her home, for instance, is a Shabbos stopover for the many people who have relatives in Yale Hospital. It also serves as a “crisis center” of sorts, where she addresses the varied needs of the people in the community.



Members of New Haven's Mizmor L'Dovid Choir, with their director Rabbi David Avigdor, *rav* of New Haven's Bikur Cholim Sheveth Achim Shul. Rabbi Avigdor created the choir to give the boys “an opportunity to be part of an aspect of Jewish life that would not otherwise exist” in a small Connecticut town such as theirs.

Five years ago, Rabbi Avigdor founded the Mizmor L'Dovid Boys Choir, a semi-professional choir comprised of boys from New Haven and the surrounding towns who travel around the state to give Jewish music concerts. They perform at community centers and in old age homes, bringing joy to the elderly residents. On Chanuka, they held their debut concert for the public.

According to Rabbi Avigdor, the choir gives local boys — many of whom do not have the opportunity to audition for some of the more popular choirs — a chance to use their talents.

“Through Mizmor L'Dovid Boys Choir,

community like New Haven, is the center of Jewish life. People come to shul for the *shurim*, for special events like Chanuka and Purim parties, and for *simchas*. Because the community is small, everyone attends each other's functions, making community members feel like they are part of a large extended family, Rabbi Avigdor says.

In addition to the “family feel” that exists in the community, there are other benefits to living in New Haven, according to Rabbi Avigdor. In addition to the older “*choshuve*” residents, there are many younger Jewish families who are eager for additional *shurim* and children's programs.

are also less expensive than in some of the larger communities, and the area is perfect for those who want to get away from big-city noise.

You also don't have to be a *kiruv* professional to make a difference in a town like New Haven, Rabbi Avigdor says. He illustrates this point with a story of his own:

Aside from all his other duties, Rabbi Avigdor works as a lawyer in a New Haven law firm. Rabbi Avigdor was hired by “Don,” a non-religious Jew. Day after day Rabbi Avigdor watched him eat his non-kosher lunch, and heard his talk about his Saturday leisure activities, as well as other aspects of his non-Torah way of life.

But the two men were on good terms, and now, several years later, and without any particular coaxing, Don is religious.

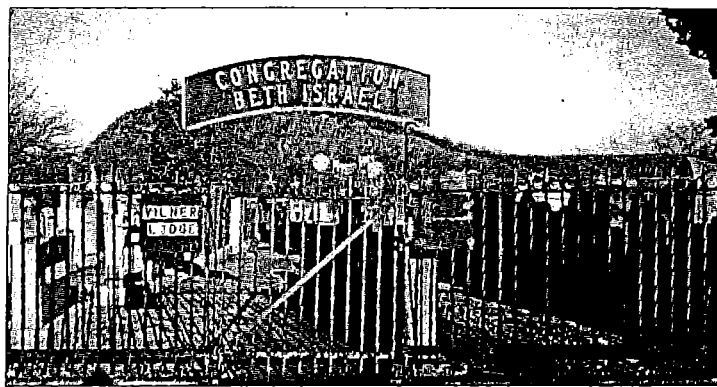
Rabbi Avigdor explains that Don was an intelligent thinking person, who could not help but notice the way Rabbi Avigdor's life was different from his. He also couldn't help but see the problems that modern society had created for itself, and the trouble that his children could get into at the local public school.

It was not an overnight transformation by any means; it took many years. But over those years, Don grew to appreciate the fact that Rabbi Avigdor had to leave early on Friday, and how different it is when a person cannot just stop into a non-kosher food store to pick up something to eat. Don also noticed Rabbi Avigdor's devotion to the mitzvos, and now keeps the mitzvos himself.

While most of the time, mere exposure is not enough, says Rabbi Avigdor, in some cases, it can make a difference.

“Even people who say, ‘Well, I'm not the *kiruv* type,’” says Rabbi Avigdor, “can contribute to the community. Even if a person can't see himself leading a *Shabbaton*, perhaps he can teach in the day school, deliver a *shur* or have a non-religious neighbor over for a Shabbos meal.”

But most of all, it's important just to be there, Rabbi Avigdor says. You never know what effect you can have on a non-religious neighbor.



The cemetery of Congregation Beth Israel, New Haven's first shul, formed in the mid-1800s. In 1884, a group broke off from that shul and formed what it is today known as Bikur Cholim Sheveth Achim Shul, where Rabbi David Avigdor serves as *rav*.

thirty kids have an opportunity to be part of an aspect of Jewish life that would not otherwise exist in the world,” Rabbi Avigdor says. “In a small Jewish community, if you don't establish your own environment, it doesn't exist.”

Although Rabbi Avigdor contributes in many ways to the community, his primary role is still that of *rav* of the shul, which in a

What the community needs, says Rabbi Avigdor, is people who can bring Torah and a zeal for *Yiddishkeit* to the aging population and young families.

He adds that New Haven is not very far from other major Jewish communities. In fact, it's just an hour and a half from certain sections of New York, and many residents commute there on a daily basis. The homes



EITZ CHAIM TREE OF LIFE

B'nai B'rith Youth Organization
CONNECTICUT VALLEY REGION

June 14, 1989

Rabbi David Avigdor
Bikur Cholim Sheveth Achim
278 Winthrop Avenue
New Haven, Ct.

Dear Rabbi Avigdor:

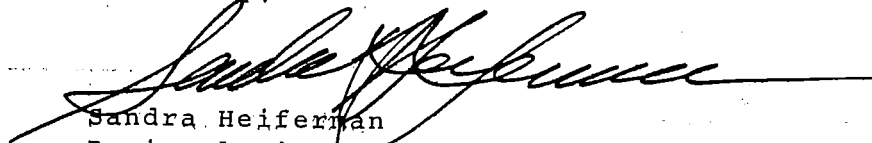
Several weeks have passed since our Eitz Chaim Brunch. Nearly all loose ends have been tied up.

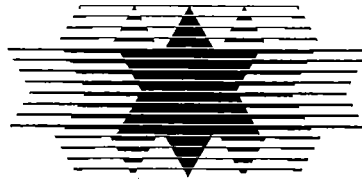
I did, though, want to take this time to express my appreciation to you for attending the Brunch and for agreeing to give the benediction. Your beautiful words truly helped make the morning of June 4th so very memorable for all of us.

BBYO and our teens mean a lot to me. Funds raised through the Brunch assure us of the ability to continue providing high quality programming and leadership training for our youth.

Thank you for joining with us in honoring today's leaders while helping us develop tomorrow's.

Sincerely,


Sandra Heiferman
Regional Director



**JEWISH FEDERATION
OF GREATER NEW HAVEN**

January 20, 1999

Rabbi David Avigdor
165 West Park Avenue
New Haven, CT 06511

Dear Rabbi Avigdor:

We are delighted that you will be participating in the Leadership Roundtable being convened in February to set direction for the Community Building Project for the Jewish community of Greater New Haven.

To the best of our knowledge, this is the first time that a cross-section of civic, business, communal, intellectual, spiritual and philanthropic leadership of the Jewish community has ever been brought together here. The project is very important, with the potential to truly strengthen our sometimes-fractured community in Greater New Haven. We aim to focus on concrete, achievable initiatives that will bring different parts of the community together to enrich individuals, institutions, and the community at large. Your presence and personal input is very important to make this a success.

As you know, the Leadership Roundtable will be convened for just two meetings, **Monday, February 1, 1999** and **Tuesday, February 9, 1999**. Both meetings will take place from **5:00 – 9:30 PM** at the **Jewish Community Center of Greater New Haven**, 360 Amity Road in Woodbridge. Dinner will be served. Background materials will be sent to you in advance of the first meeting.

If your plans should change for any reason please notify Jennifer Rosenberg at (203) 387-2424, ext. 320.

We look forward to seeing you on the 1st and 9th of February.

Sincerely,

A handwritten signature in black ink that reads "Andrew Eder". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Andrew Jay Eder
Chairman

Management Team: Rabbi Herbert Brockman, Susan Birke Fiedler, Esq., Lisa Harding, Robert H. Horowitz, David B. Margolis, William Ortman, Stefan Pryor, David R. Schaefer, David Trachten, Martha Sue Weisbart, Jon Zonderman

Consultant: Jacob B. Ukeles, Ukeles Associates Inc.

Staff: Howard Bloom, Jennifer Rosenberg



בנות לאה

Bnos Leah High School

A Division of Prospect Park Yeshiva

April 1, 1997

Dear Rabbi and Mrs. Avigdor,

On behalf of Prospect Park Bnos Leah High School I would like to thank you for the hospitality that you extended to us during the past weekend.

We know that you extended yourself way above and beyond that which we expected and we certainly appreciate and recognize the extent of your efforts. In fact I am sure that you will need a long period of time for recuperation! Our students benefitted from the exposure to the realities of "out of town" living and I do believe that they will be much more sensitive to the broad spectrum of observance that exists in out of town communities.

The understanding that was gained is an intangible item and yet will probably be most important in our students' future lives. They will recognize, we hope, the struggles and the integrity, the pain and the rewards that you have demonstrated and experienced. Hopefully, too, they will incorporate into their lives a strong love for their fellow Jew and the philosophy that every Jewish spark can potentially be ignited, that "dos pintele yid" still shines brightly and that it is our role to identify and engage the living sparks. Once again, thank you for everything.

Sincerely,

Deborah Schechter
Mrs. D. Schechter
Principal, General Studies

RABBI ABRAHAM KELMAN, Dean • RABBI LEIB KELMAN, Associate Dean
RABBI MORDECHAI BROWNSTEIN, Principal • MRS. DEBORAH SCHECHTER, General Studies Principal
MRS. ZLATA PRESS, Assistant Principal • RABBI ELIEZER STERN, Director of Special Education Programs

1601 Avenue R / Brooklyn, New York 11229 / (718) 376-3337 / Fax: (718) 376-4497

Dear David,

We want to thank you for your love and kindness you've shared with our parents and family over the years. You brought joy to our home, spirit and passion to the Woodmont Shul and great friendship to all of us.

The Kateman Family

Dear Rabbi Avigdor, 09-17-02

Please accept this small token of my appreciation for all the effort you put into making our yontevim so beautiful. Moshe & Yaacov are included.

I wish for you and your lovely family a happy, healthy, and prosperous New Year. May all your dreams come true.

Sincerely,

Esther Zonenshine

Dear David :

10/5/00

thanks for all your
support, guidance and
friendship. You make
a tremendous presence
in our family's life.

With love, Andy & Rebecca
+ Max + ~~Max~~ + Gabriela

EXHIBIT 12

May 14, 2012

David Waren
74 West Rock Avenue
New Haven, CT 06515

Honorable Alvin W. Thompson
c/o James Glasser, Esq.
Wiggin & Dana
PO Box 1832
New Haven, CT 06508-1832

Re: David Avigdor

Dear Judge Thompson

I write in support of leniency for David Avigdor. Over many years of work in positions helping clients as well as work for an organization that helps victims of discrimination, I've learned that there are almost always two sides to every story. A la Rashomon, there are usually layers of conflicting facts and perspectives. However, in this case, knowing Rabbi Avigdor and the facts as adduced at trial, I honestly believe there is no ambiguity.

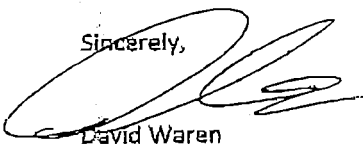
I've known Rabbi Avigdor since I moved to New Haven twelve years ago. Without hesitation I represent to you that he is one of the most honest, straightforward individuals I know. I trust him implicitly and would be comfortable entrusting to him for advice or assistance matters of utmost sensitivity and discretion.

There is a concept in Jewish law and practice known as mesirat nefesh – self-sacrifice. Rabbi Avigdor is the embodiment of mesirat nefesh, constantly seeking to do for others without regard for self interest or personal toll. He has tirelessly rendered assistance in ways public and private, large and small to what must literally be thousands of beneficiaries in his thirty years as a rabbi – acts emanating from the essence of the man and his innate morality, not because of vocational obligation.

There is another concept in Jewish philosophy that is relevant here, dan l'kaf schut. It translates roughly as judging to the side of merit -in other words, giving someone the benefit of the doubt. David Avigdor lives by that injunction. I believe it was the guiding factor in his decision to initially work with Morris Olmer. He was guided by pity and a desire to help, not avarice.

Rabbi Avigdor has acknowledged his mistake in signing the HUD statement without revision to reflect the instructions of his then client. I do not believe he acted with any motivation for personal gain. My understanding of what occurred has done nothing to mitigate my assessment of the character of a man I have come to know well and admire without equivocation or peer. I urge you to extend every measure of leniency to Rabbi Avigdor in this matter.

Sincerely,



David Waren

EXHIBITS 13 - 24

EXHIBIT 13

[REDACTED]

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION
CHS REPORTING DOCUMENT

Form Classification: UNCLASSIFIED
Source Id: S-00026660
Date: 2010-05-18
Case Agent Name: Connell, David
Field Office: New Haven
Squad: Squad 7

Date of Contact: 2010-04-23
Participants/Witnesses: AUSA Eric Glover. HUD OIG SA John Keaney

Type of Contact: In Person
Location
Country: UNITED STATES
City: New Haven
State: Connecticut
Date of Report: 2010-04-26

Substantive Case File Number: [REDACTED]

Source Reporting:

CHS reported that Syed A. Babar lives with his mother at 47 Ledyard Street, New London, CT. Babar's bedroom is located on the first floor in the back, left side of the house. This is where he keeps his laptop computer, which is a Hewlett Packard. Babar's previous bedroom is upstairs where he maintains a desktop computer used prior to purchasing his current laptop computer. Babar also has an old desktop computer which he keeps in the basement and a second laptop computer which is also a Hewlett Packard computer. In total, Babar has two desktop and two laptop computers in his house, all of which he used to manufacture and maintain faked documents in furtherance of mortgage fraud. Babar also used all of these computers, at one time or another, to communicate through email to others involved in mortgage fraud. CHS reported that Babar drives a white Nissan Murano, which will be parked in the driveway of the house if he is home. Sometimes he spends the night at his girlfriend's house, which is in Rhode Island. Babar also owns a Black BMW 300 series which is not registered in his name. Both the Nissan and the BMW are registered in his father's name Mohammad B. Ali who lives at 440 Vauzhall Street, New London, CT. Ali works at the Mohegan Sun Casino as a pit boss on the high roller tables.

Babar owns a house on Orchard Street, New London, and another house which is located next to his store, Galaxy Convenience Store. Neither house is in his name. CHS reported that both houses were purchased with money obtained from mortgage fraud proceeds as an investment. Babar told CHS this is how he invests his money.

CHS reported that he has been with Babar at his residence when Babar is on the computer working to put together a mortgage fraud deal. CHS has watched Babar working on the Internet to research property appraisal values using a web site named visionappraisal.com, creating faked documents to be used in a loan application, setting up fake businesses to be used in mortgage fraud deals, printing out bank statements to be modified to name a few.

[REDACTED]

CHS stated that he has been to Morris Olmer's office for the closing of several mortgage fraud deals. CHS was present at the closing of the Lisa Dipa deal, the Alicia Martineau deal and the Nicolas Wilson deal. CHS also did work on the fakedocuments used in the loan applications for these people. Although there were many other deals and other straw buyers, CHS did not attend all the closings of all the deals. CHS did do work on all the loan application files though.

CHS created fake documents used in the loan applications for a straw buyer named Mohammed Saleem. Saleem did not make any payments on the loans he obtained. CHS was with Babar when a lender contacted Babar via telephone regarding the non-payment of Saleem. CHS heard Babar lie to the lender stating that Saleem went back to Pakistan and later died.

CHS reported that Olmer's office is located at 419 Whalley Avenue, New Haven, CT, suite number 200. Olmer works in the office of Attorney David Avigdor. The office is at the top of the stairs on the left. As you walk into suite 200, there is a seating area and beyond the seating area is three offices, one for Olmer, one for Avigdor and one for the secretary, Patti (LNU). Olmer's office is in the back left side of suite 200. There is a storage area for files which is located in the back right side of suite 200.

CHS stated that the closings were held in Olmer's office with the door closed. CHS advised that Avigdor did not attend the closings. CHS reported that on one occasion, Olmer told CHS that Avigdor "has no clue about what is going on." CHS never talked much with Avigdor and does not know if Avigdor understands the fraud scheme. CHS never saw Avigdor sign any papers and does not know if Avigdor signed any papers relating to the fraud scheme. CHS reported that Olmer would explain the paperwork to the buyers as they signed. Olmer explained to them that the information reflected on the HUD-1 form was different from how the money was actually divided. Sometimes Babar would do the explaining to the straw buyers.

CHS reported that Marshal Asmar always attended the closings related to his properties without being represented by an attorney. Asmar was like the "old pro" who had a lot of experience in these matters and was familiar with the fraud and how things worked. In conducting the closings, Olmer would prepare the papers in advance. He would have the people involved sitting in the waiting area of the office. He would then have the buyers and sellers enter his office to sign papers separately.

On the 211 Lloyd Street deal, Asmar signed papers in Olmer's office first, then Martineau came in and signed the papers with Olmer. CHS was in attendance at this closing along with Babar. Babar attended all the closings for the mortgage fraud deals he directed. Babar created the fake verification of employment for Martineau on this deal. Martineau understood that fake documents were created on her behalf in order to obtain the loan. CHS stated that in each deal done by Babar, it was explained to the straw buyer that loans were obtained based on the fake employment documents created by Babar, along with other falsified documents such as bank statements.

[REDACTED]

CHS was provided a copy of an official check from Webster Bank, number 2952264, written to Asmar for \$2,200.00 on 9/3/09 as a deposit from the buyer of 211 Lloyd Street, Martineau. CHS stated the check is a fake, created by Babar to show the straw buyer made a deposit to Asmar.

CHS stated that he was with Babar while the two of them were driving to Olmer's office for the closing of the Wilson Nicholas deal. On the way, Babar was talking with Asmar, while on speaker phone so that CHS could hear both sides of the conversation. During the conversation, Asmar demanded more profit out of the deal and began renegotiating his price with Babar. The paperwork and the numbers originally agreed to were already completed and could not be changed, but Babar consented to giving Asmar an additional \$15,000.00 out of the deal, the payment of which would have to be made in cash after the closing.

CHS stated that Mona (LNU) referred Tom Gallagher and Olmer to Babar.

CHS created the fake verification of employment for Jeremy Turner for the purchase of 221 Starr Street, New Haven. Babar provided the details for CHS to use when making the document. CHS also created a fake check of deposit and a fake bank statement used for this loan application in the name of Turner. CHS prepared the fake bank statement by downloading a real bank statement from a known bank customer's account. CHS then uses the computer software Adobe Acrobat to make the desired changes and then print it out. CHS also created a fake purchase and sales agreement and signed Turner's signature by tracing a known Turner signature. CHS did not create the fake checks showing payment to Paolillo Construction from the seller for this deal. CHS did not create the letter from the seller authorizing work done by Paolillo.

CHS stated that he was with Marc Jean when Jean was at Chelsea Groton Bank and wired \$20,000.00 to Saleem for the purpose of falsely inflating Saleem's bank account. CHS explained that this was for the deal to purchase 57 Bassett Street, New Haven. J. Browning was the seller and Saleem was the straw buyer. Babar instructed Jean to use money he obtained from his payment as a straw buyer to wire to Saleem so that Saleem could show he had money in a bank account to support his loan application for this deal. CHS does not know who completed the letters, found in the loan file, stating the \$20,000.00 was a gift from Jean as the brother in law of Saleem. CHS explained that the money was returned to Jean after the bank verified the account balance.

UNCLASSIFIED

EXHIBIT 14

Margaret Langan
12 Greengarden Court
East Haven, Connecticut 06512

May 25, 2012

Honorable Alvin W. Thompson
c/o Attorney James Glasser
One Century Tower
New Haven, CT 06508

Re: David Avigdor

Dear Judge Thompson;

I was the secretary who worked for Morris Olmer. I had worked for him for approximately 30 years, doing work which included divorce, property closings, negligence actions and other various legal matters. I met Attorney David Avigdor in 2007 when he began sharing space in Morris Olmer's office.

Regarding the closings in question, I was the secretary who prepared the Settlement Statements. Mr. Olmer controlled everything that took place in the office and was verbally abusive to me most of the time. Mr. Olmer handled all of the preparation for these closings himself. He would talk with the people involved. I would type the Settlement Statements in accordance with his instructions and the banks instructions. The bank always required the final approval of the HUD before disbursing any funds. Once the closings were finished and the bank signed off, I would then write checks and a transaction accounting sheet. I would then give Mr. Avigdor these documents for signature. He would never sign any checks that did not agree with the transaction accounting sheet. He was quite a stickler about this and never deviated from reviewing my papers. I personally never noticed any inappropriate activities or paperwork during any of the closings and neither did David.

David Avigdor is one of the most honest people I have ever met. There is no way David Avigdor would do anything illegal or had any knowledge of anything illegal.

Mr. Olmer directed where the sellers funds should be wired and to whom. David accommodated Morris and the Sellers believing he was acting in good faith.

In light of the above, and my firm belief that David was not involved in any way in this mortgage scheme, please treat David Avigdor with the leniency which he deserves.

Yours truly,

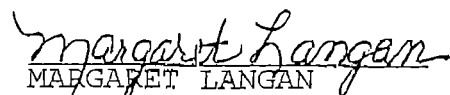

MARGARET LANGAN
(203) 466-1331

EXHIBIT 15



EXCLUSIVE RIGHT TO SELL/LEASE CONTRACT

I/We (Hereinafter called Owner(s)) Lynda Fico
Print names of all Owners as they appear on Deed

Appoint and retain Broker Cecaine Avia dor
Print Broker's Name as it appears on Broker's License

Firm Name Classic Realty of New Haven LLC

Description of "Listed Property" to be offered FOR SALE:

Street Address 61 Baxter Lane

City or Town Milford ZIP 06460

Approximate Land Size as per land records 0.24 acres Type of Building single family

A. OWNER'S AGREEMENTS:

1. SERVICES TO BE PERFORMED: Owner hereby grants to Broker the exclusive right to sell, lease or exchange the Owner's property more particularly described above, upon the terms and conditions described herein.

2. NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

(a.) In consideration of the services to be performed by Broker, Owner agrees to pay Broker a service fee of \$ _____ OR 6 % of the agreed upon selling price (Purchase Price) of the real property sold by the Owner, or in the event of an exchange, of the value of the real property as determined by an independent appraisal. Payment of commission to be made no later than the transfer of deed. If Owner rents or leases an interest in the real property, Owner will pay Broker a commission at the signing of the lease. Owner will also pay commissions on renewals, extensions, exercise of options or new leases for the same property and Owner shall pay the commission based on the following schedule:

(b.) The Owner agrees to pay the Broker the compensation stated in (a.) if the Broker, the Owner, or anyone else finds a buyer who is ready, willing and able to buy (lease, rent or exchange) the Listed Property upon the authorized terms and conditions or any other terms acceptable to Owner.

(c.) Owner agrees that the Broker may share the Broker's service fee with a Broker acting as a buyer's agent. Owner understands that payment of a fee to a buyer's agent will not create any agency or subagency relationship between the buyer's agent and the Owner or Broker.

(d.) Owner agrees that the Broker has explained to the Owner that there may be vicarious liability to the Owner caused by actions of the Broker or any subagent of the Broker and further agrees that; (Check One) Broker may appoint subagents who are not affiliated with Broker's firm, and share Broker's service fee with subagents, or Broker may NOT appoint subagents other than those affiliated with Broker's firm as independent contractors or employees. If the Owner has agreed to permit the Broker to appoint subagents signing of this contract will constitute informed consent, and the Broker agrees to comply with any statutes pertaining to notification, confidentiality, etc.

(e.) If checked, Owner will pay Broker a non-refundable retainer fee of \$ _____ upon the signing of this contract. If sold, Broker will apply this retainer fee toward the payment of any commission fee due the Broker under this Contract.

(f.) THE REAL ESTATE BROKER (Agent) MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES.

(g.) The Owner agrees to pay any costs and attorney's fees which Broker may incur to collect any commission due under this contract.

3. This Contract will go into effect on 1/7/08 and will remain effective until Midnight on 7/7/08. It is a binding contract that may only be terminated prior to end of term by mutual agreement.

4. The Owner authorizes the Broker to secure offers for the real property from prospective buyers or lessees upon the following terms and conditions, or upon any other terms and conditions agreeable to Owner.

a.) SALES: Listed Price \$ 310,000; Deposit of not less than _____ % of the purchase price; A contingency that the buyer's obligations are conditioned upon: 1. satisfactory property/building inspection; 2. obtaining a mortgage commitment.

b.) LEASES: Rental of \$ _____ per _____; With Security Deposit of _____; Term of Lease _____; Owner to furnish _____

5. Owner agrees to provide complete, accurate information concerning the property and to complete the "Seller's Property Condition Disclosure Report" if required by statute and to update the Report if there are any changes during the listing term. Failure to complete the condition disclosure report can result in credit by the Owner to a buyer of the sum of \$300 at closing. Owner agrees that the Broker may provide data describing the property and the disclosure report to other brokers, agents and prospective buyers. Broker will not disclose confidential information about the price or terms that might be acceptable to the Owner or information about the Owner's motivation for selling the property.

6. Owner agrees Broker may place a "FOR SALE" sign on the property and when all contingencies are satisfied, Broker may place a "SOLD" sign on the property.

7. Broker is authorized to accept and hold in an escrow account on Owner's behalf a deposit to be applied toward the purchase price. Broker shall comply with all laws regarding such deposits.

8. Owner agrees to refer all inquiries or offers concerning the property to the Broker.

9. Owner acknowledges that they have received and read the "Notice to Sellers about Environmental Hazards." The Owner is responsible to provide the Broker with all relevant information regarding environmental issues that affect the property. In the event that the listed property consists of or contains a residential unit built prior to 1978, the Owner agrees to provide the Broker and any actual buyers with a completed Disclosure and Acknowledgment Form re: Lead Based Paint containing all information known to the Owner concerning the presence of lead-based paint hazards on the property, including any test reports.

The Owner hereby advises that the following checked potential hazards are present on or in the listed property:

Lead-based paint Radon Asbestos Underground Oil Storage Tank If any possible hazardous material has been tested for, or treated and remedied the Owner agrees to notify the Broker in writing the details of remediation and results and copies of any tests.

10. Owner agrees to notify Broker immediately should Owner file bankruptcy or become aware of any situation where the Owner would be unable to pay Broker the agreed upon service fee should a sale be consummated. In such instance, Owner gives Broker the option to terminate this contract subject to Broker's expenses up until date of notice to the Broker.

11. Owner grants permission to Broker to advertise the property as the Broker deems appropriate, including print or electronic media (Internet, etc.).

B. BROKER'S AGREEMENTS:

1. The Listing Broker agrees to make a diligent effort to sell the listed property.
 2. The Broker agrees to submit the listed property to the Multiple Listing Service where the Broker holds primary membership. The Seller understands that information about the listed property will be disseminated to participants of the MLS in accordance with its Rules and Regulations and Broker is authorized by the Owner to cooperate with other real estate brokers whether members of the MLS or not.

3. Owner understands that the Broker also may represent Buyers. In the event that the Broker becomes buyer's agent for a prospective buyer of the Owner's property, Broker will become a Dual Agent and Broker will notify Owner immediately and seek the Owner's informed written consent, by signature on the statutory form of Dual Agency Consent Agreement, to act as a dual agent.

If the following box is checked, the Owner does not approve of the Broker acting as dual agent (Broker will still advise Owner of any of Broker's buyer clients that might be prospective buyers of the Owner's property). Seller initial here _____ if box is checked.

C. GENERAL AGREEMENTS:

1. This contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Conn. General Statutes Title 46a, Chapter 814c), as amended

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASE OF RACE, CREED, RELIGION, COLOR, NATIONAL OR ETHNIC ORIGIN, AGE, ANCESTRY, MARITAL STATUS, SEX, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, MENTAL DISABILITY OR PHYSICAL DISABILITY (including but not limited to blindness or deafness) AND FAMILIAL STATUS IN ACQUIRING OR DISPOSITION OF REAL PROPERTY.

2. The Broker may enforce this Contract against Owner or Owner's heirs, administrators, executors, or assigns. This Contract constitutes the entire agreement between the parties and any prior agreements, whether oral or written have been merged and integrated into this Contract. No modification of any of the terms of this Contract shall be valid, binding or enforceable upon the parties unless in writing and signed by the parties.

3. If this Contract names more than one person as Owner, this Contract may be executed by each by separate writings by each Owner and when so executed, such copies taken together shall be deemed to be a full and complete Contract between the parties.

4. If this Contract or any extension or modification is delivered to the Broker or Owner by FAX transmission, the parties agree and understand this shall constitute a legally binding Contract and agree to deliver by hand or mail an originally signed copy to the other party.

5. Owner understands that Broker is not expert in matters of law, federal, state or local taxes, financing, structural conditions of construction, or potentially hazardous environmental materials or conditions. Broker hereby advises Owner to seek expert assistance or advice on such matters.

6. Owner further acknowledges that Owner has read and understands this Contract and has received a signed copy. Owner and Broker acknowledge and understand that although this form has been furnished by the Greater New Haven Association of Realtors, Inc. said Association assumes no responsibility for its content and is not a party to this Contract. **This is a legally binding Contract, if Owner does not understand any part of it, Owner is advised to consult an attorney before Owner signs.**

Extra copy in the case of the title by me

FIRM Classic Realty of New Haven LLC [Signature] 11/10/12
Print Name Seller Signature Date

BROKER Susanne Arizidor 19 Oakridge Dr. #63 New Haven
Print Name Seller's Address CT 06513

By: Susanne Arizidor _____
Authorized Representative Seller's Signature Date

165 West Park Ave _____
Street Address Seller's Address

New Haven CT 06511 _____
City State Zip Signature of Witness if Required Signature of Witness if Required

Signature of Notary Public if Required Date

List additional Seller's names and addresses on reverse side and initial.

EXHIBIT 16

NOTICE: This is a legal and binding Agreement for the purchase and sale of property. It is appropriate for most BUT NOT ALL such transactions. If this form does not appear to either Buyer or Seller to be appropriate for a particular transaction, you are urged to discuss the purchase or sale with an attorney BEFORE YOU SIGN. Most, but not all, provisions of this Agreement are subject to negotiation prior to execution.

1. THIS Agreement to buy and sell real property is made between:

SELLER: Lynda Fico (Executive for the estate of Lucille D'Agostino) SS/Tax ID # (Optional)
ADDRESS 19 Oakridge Dr #63 New Haven CT 06513
BUYER: Michael W. Pantoni II and Sarah M. Pantoni SS/Tax ID # (Optional)
ADDRESS 325 West Main St, Apt #3 Milford CT 06460

Seller agrees to sell and Buyer agrees to buy for the purchase price and upon the terms and conditions stated herein the real property with all buildings and other improvements thereon and all appurtenances thereto, in the same condition as they were on the date of Buyer's signature, reasonable wear and tear excepted.

2. REAL PROPERTY TO BE PURCHASED:

a) Street Address 61 Baxter Lane
b) City/Town Milford Connecticut, ZIP 06460
c) Described as: single family

3. INCLUDED IN SALE PRICE: The Real Property shall include all items permanently attached to the property on the date Buyer signed this Agreement and: all screens, storm windows, TV antenna, awnings, security, fire and smoke alarms, garage door openers with controls, venetian blinds, curtain/drapery rods, wall to wall carpet, plumbing and heating fixtures (except portable heaters or rented water heaters), light fixtures, shrubbery and plants. Unless mentioned below, all personal property is excluded.

ADDITIONAL PERSONAL PROPERTY, if any, to be included:

fridge, stove, dishwasher, washer, dryer, ceiling fans, alarm system

There is no leased personal property except:

4. PURCHASE PRICE \$ 230,000 payable as follows:

a) By Initial Deposit submitted herewith receipt of which is hereby acknowledged \$ 2,000.00 (To be reimbursed to buyer at closing)
b) By additional Deposit due upon Seller's Acceptance: \$ -
c) By Proceeds of Financing as specified in paragraph 6 below \$ 230,000 -
d) By \$ -
e) Balance to be paid by certified check or bank check at Closing \$ -
TOTAL PRICE TO BE PAID (Must equal "Purchase Price") \$ 230,000

5. DEPOSITS: The Deposit(s) specified above shall be made at the stated times. All Deposits shall be made by check, payable to the Listing Broker and shall be deposited as required under Connecticut General Statutes Section 20-324k. All checks are subject to collection and failure of collection shall constitute a default. Except at time of closing, when the deposit shall be delivered to Seller or Seller's designee, the Listing Broker shall not pay the Deposit to anyone without the written consent of all parties to this Agreement subject to Connecticut General Statutes Section 20-324k(d). In the event any deposit funds payable pursuant to this Agreement are not paid by Buyer, Seller may give written notice of such failure to Buyer. If such notice is given and a period of 3 (three) days pass without Buyer paying the Deposit owed, Seller may declare Buyer in default and shall have the remedies set forth in Paragraph 14.

6. FINANCING CONTINGENCY:

a) Amount \$ 230,000 - b) Maximum Initial Interest Rate prevailing rate
c) Term: 30 years d) Commitment Date: 4/23/08
e) Type [] Conventional Fixed [] Variable [x] FHA [] VA [x] CHFA [] Other

Buyer's obligation is contingent upon Buyer obtaining financing as specified in this paragraph. Buyer agrees to apply for such financing immediately and diligently pursue a written mortgage commitment on or before the Commitment Date.

f) If Buyer is unable to obtain a written commitment and notifies Seller in writing by 5:00 PM on said Commitment Date, this Agreement shall be null and void and any Deposits shall be immediately returned to Buyer. Otherwise, the Financing Contingency shall be deemed satisfied and this Agreement shall continue in full force and effect.

7. CONDITION OF PREMISES: Buyer represents that Buyer has examined the property and is satisfied with the physical condition subject to the Inspection Contingency if applicable. Neither Seller nor any representative of the Seller or Buyer has made any representation or promise other than those expressly stated herein which Buyer has relied upon in making this Agreement.

8. INSPECTION CONTINGENCY:

(a) Inspections shall be completed and results reported to Seller on or before 5:00 P.M. on: 5 days from last signature or initials.
(b) Seller agrees to permit Buyer's designees to inspect the real property during the period from Seller's acceptance until the date set forth in (a) above. If Buyer is not satisfied with the physical condition of the real property, and so notifies Seller in writing prior to the date specified in (a) above, then Buyer may at Buyer's option terminate this Agreement. Buyer may give Seller the option to correct the conditions that are unsatisfactory to the Buyer. Should Buyer elect to terminate this Agreement or Seller is unwilling to correct any unsatisfactory conditions the Buyer shall notify Seller on or before 5:00 P.M. on: 2 days from 8(a) of Buyer's election to terminate this Agreement and if terminated this Agreement shall be null and void and any deposit monies paid hereunder shall be returned immediately to Buyer and neither Buyer nor Seller shall have any claims against each other under the terms of this Agreement. If Buyer fails to notify Seller as provided herein, this contingency shall be deemed satisfied and this Agreement shall continue in full force and effect.

(c) If initialed below, Buyer does NOT choose to have any inspections performed and WAIVES any rights to object to any defects in the property that would have been disclosed by a full and complete inspection.

Initials _____

STATEMENT RE LEAD-BASED PAINT: The parties acknowledge that dwelling units constructed prior to 1978 are likely to contain lead-based paint which could create a health hazard. In the event that the real property which is the subject of this Agreement consists of or contains a residential unit built prior to 1978, the parties agree that each party has received, reviewed, signed and annexed hereto a completed Disclosure and Acknowledgment Form re: Lead-Based Paint as required by federal HUD/EPA disclosure regulations.

10. OCCUPANCY, POSSESSION: CLOSING DATE: April 30th 2008
Unless otherwise stated herein, Buyer shall receive exclusive possession and occupancy with keys on Closing Date. The Real Property shall be maintained by Seller until time of Closing and shall be transferred in broom clean condition, free of debris. Buyer shall have the right to a walk-through inspection of the Property within 48 hours prior to the Closing Date. Closing shall be held at an office to be determined by Buyer's attorney in the county where the property is located or at such place as designated by Buyer's mortgage lender.

11. WARRANTY DEED: Seller agrees to convey fee simple title of the Real Property to Buyer by a good and sufficient Warranty Deed subject only to any and all provisions of any ordinance, municipal regulation, public or private law, restrictions and easements as appear of record, if any, provided they do not affect marketability of title, current real estate taxes, water and sewer charges, and current water and sewer assessment balance, if any; except in those cases where a fiduciary's Deed or other form of court ordered deed may be required to pass title. Seller warrants that Seller has no notice of any outstanding violations from any town, city or State agency relating to the property.

12. MARKETABLE TITLE: Title to be conveyed by Seller shall be marketable as determined by the Standards of Title of the Connecticut Bar Association now in force. Seller further agrees to execute such documents as may be reasonably required by Buyer's title insurance company or by Buyer's mortgage lender. Should Seller be unable to convey Marketable Title as defined herein, Buyer may accept such Title as Seller can convey, or may reject the Unmarketable Title, receive back all Deposit money, and declare this Agreement null and void. Upon such rejection and repayment to Buyer of all sums paid on account hereof, together with the reasonable fees for the examination of title, this Agreement shall terminate and the Parties hereto shall be released from all further claims against each other.

13. ADJUSTMENTS: Real Estate Taxes will be adjusted as of the Closing Date by the Uniform Fiscal Year basis except in the Towns of Meriden or Wallingford where taxes will be adjusted by the Assessment Year Method. All other adjustments, including Association fees, fuel oil, water and sewer usage, interest on sewer or water assessments, utilities, rent, if any, and issues regarding funds at closing and unavailability of releases at closing and like matters shall be adjusted pro rata as of the Closing Date in accordance with the Residential Real Estate Closing Customs, New Haven County, as adopted by the New Haven County Bar Association, now in force. Rent security deposits, if any, shall be credited to Buyer by Seller on the Closing Date and shall include any interest accrued to the tenant.

14. BUYER'S DEFAULT: If Buyer fails to comply with any Terms of this Agreement by the time set forth for compliance and Seller is not in default, Seller shall be entitled to all initial and additional deposit funds provided for in section 4, whether or not Buyer has paid the same, as liquidated damages and both parties shall be relieved of further liability under this Agreement.
If legal action is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

15. RISK OF LOSS, DAMAGE: All risk of loss or damage to said property by fire, theft or other casualty until delivery of Deed shall be upon the Seller. In the event of loss or damage independently appraised at more than \$5,000.00, Buyer shall have the option to receive any insurance payment on account of said damage and take Title, or rescind this Agreement and receive back all Deposit money paid. In such case all rights and obligations of the parties under this Agreement shall terminate.

16. COMMON INTEREST COMMUNITY: If the property is a unit in a condominium or other common interest community, Seller will deliver the resale documents in accordance with Connecticut General Statutes Section 47-270.

17. LISTING BROKER Classic Realty of New Haven LLC PH# 387-9991
 Dual Agent - If the Listing Agent is acting as a Dual Agent, a CONSENT FOR DUAL AGENCY FORM SHALL BE ATTACHED to this Agreement.

COOPERATING BROKER Classic Realty of New Haven LLC PH# 387-9991 Buyer Agent Sub Agent

18. PROPERTY CONDITION REPORT: Seller and Buyer acknowledge that if a written residential property condition report is required by statute (CT Gen. Stat. 20-327b et seq.) and Seller has not provided Buyer with the required report, Seller will credit Buyer with the sum of \$300.00 at closing.

19. EQUAL HOUSING RIGHTS: Buyer acknowledges the right to be shown any property within Buyer's stated price range in any area specified by Buyer which is available to Agent for showing. This Agreement is Subject to Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).

20. NO ASSIGNMENT, BINDING EFFECT: This Agreement may not be assigned by either party without the written consent of the other, but it shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

21. ADDENDUM: The following attached Addenda and/or Riders are part of this Agreement:
 Seller's Property Condition Disclosure Agency Disclosure Title X Lead hazards Dual Agency Consent
 Multi-family or Commercial Property Rider Lead Disclosure

22. ADDITIONAL TERMS AND CONDITIONS: Seller to give back \$7,900 concession for prepaid and closing costs (to the buyer)

23. FAX TRANSMISSION: The parties acknowledge that this Agreement and any addenda or modification and/or any notices due hereunder may be transmitted between them by facsimile machine and the parties intend that a faxed document containing either the original and/or copies of the parties' signatures shall be binding and of full effect.

24. COMPLETE AGREEMENT: This Agreement contains the entire agreement between Buyer and Seller concerning this transaction and supersedes any and all previous written or oral agreements concerning the Property. Any extensions or modifications of this Agreement shall be in writing signed by the parties.

25. NOTICE: Any notice required or permitted under the Terms of this Agreement by Buyer or Seller shall be in writing addressed to the Party concerned using the address stated in Paragraph 1 of this Agreement or to such party's attorney or to the party's Listing Broker or Cooperating Broker designated in paragraph 17.

26. APPLICABILITY: Buyer and Seller agree and understand that although this form has been made available by the Greater New Haven Association of REALTORS, Inc. the Association assumes no responsibility for its content in relation to the transaction between the parties and is not a party to this Agreement. This Agreement or parts of it may not be suitable for all transactions or conditions. The parties should determine its applicability.

27. BUYER AND SELLER acknowledge receipt of a copy of this Agreement upon their signing same.

28. TIME TO ACCEPT: Seller shall have until two days from buyers signatures to accept this Agreement.

29. SIGNATURES:
Buyer's Signature: Michael W. Louten II Date: 5-31-08
Buyer's Signature: Sarah Louten Date: 5-31-08
Seller's Signature: _____ Date: _____
Seller's Signature: _____ Date: _____
Buyer's Signature: _____ Date: _____
Seller's Signature: _____ Date: _____

EXHIBIT 17

Property	Date	Amount to Sheda Telle	Amount Paid to Seller in Non-Sheda Telle Transaction (i.e. difference between amount paid to seller on HUD-1 and actual amount Seller received)
75 Bradley Ave	3/14/2008	\$64,995.94	
281 Crown St	3/17/2008	\$45,537.52	
350 Rocky Hill	5/22/2008	\$0.00	\$88,698.19
97/191 Bradford	5/29/2008	\$48,345.62	
84 Forest Street	6/27/2008	\$70,812.50	
61 Baxter Lane	6/28/2008	\$55,200.00	
57 Bassett Street	6/30/2008	\$89,228.50	
39 Lilac Street	7/7/2008	\$45,625.33	
433 Shelton Ave	7/9/2008	\$67,493.04	
243 Starr Street	10/10/2008	\$73,240.82	
88 Hazel Avenue	11/19/2008	\$76,591.09	
36 Blinman St	2/10/2009	\$0.00	\$84,158.27
211 Lloyd Street	10/1/2009	\$49,375.00	
Subtotal		\$686,445.36	\$172,856.46
Total		\$859,301.82	

EXHIBIT 18

Property	Date	Settlement Fee	Title Insurance Commission
75 Bradley Ave	3/14/2008	\$350	\$468
281 Crown Street	3/17/2008	\$350	\$470
350 Rocky Hill	5/22/2008	\$300	\$540
97 Branford Ave	5/29/2008	\$300	\$880
84 Forest St	6/27/2008	\$300	\$694
61 Baxter Lane #1	6/28/2008	\$750	\$665
57 Bassett Street	6/30/2008	\$350	\$548
39 Lilac Street	7/7/2008	\$350	\$414
433 Shelton Ave	7/9/2008	\$350	\$529
61 Baxter Lane #2	7/21/2008	\$995	\$665
243 Starr Street	10/10/2008	\$350	\$398
88 Hazel Street	11/19/2008	\$350	\$408
36 Blinman St	2/10/2009	\$350	\$567
211 Lloyd St	10/1/2009	\$400	\$366
Subtotals		\$5,845	\$7,609
Total Funds Received			\$13,454

EXHIBIT 19

MARK L. SCHWARTZ, M.D.
RHEUMATOLOGY

May 15, 2012

Attorney James Glasser
Wiggin & Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

Re: Rabbi David Avigdor

Dear Attorney Glasser:

I have known Rabbi David Avigdor for the past 32 years and know him both as a friend, a rabbi in the community and as a patient.

Rabbi Avigdor taught two of my sons for their Bar Mitzvah and did an outstanding job not just in teaching them but also helping them to understand many of the laws of behavior and ethics. I was always impressed with his reputation for honesty and forthrightness.

I also have worked with Rabbi Avigdor on the New Haven Eruv for many years. He was a person of great integrity and a person who took on responsibility. You could always count on him to complete his work which he did as a volunteer at no cost to the community. He would spend many hours in going through all kinds of legal papers having to do with setting up the Eruv and in keeping these papers in good order and in making sure that the organization was kept within the laws and rules of the State of Connecticut.

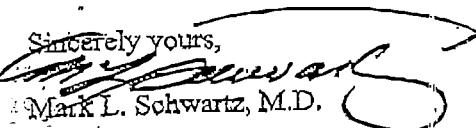
When he taught my sons he was also able to help them to write a speech about the weekly portion of the Torah. In doing so, he learned the portion very carefully with them and was able to convey a wonderful sense of moral responsibility and ethics which have served them for a lifetime.

I have also had the privilege as serving as Rabbi Avigdor's primary care physician for many many years. In that position I have been privy to many of his private concerns of family matters, congregational and community situations and have always found him to be a person to look up to and a person who is very very thoughtful.

Of course I was very shocked that Rabbi Avigdor was involved at all with this difficult situation, but am convinced that he knew nothing about the underlying wrongdoing of the situation. The horror of his trial and his community shame has been almost more than a person can bear. Within a very short period of time he did wind up having an acute hemorrhagic stroke, was thereafter prosecuted with these charges and then lost his beloved father. I know in my heart that he certainly has suffered enough and has paid dearly for being involved in a very unfortunate situation.

I plead with you to please be lenient in your sentence and understand that this is a person who has been a moral pillar of the community and deserves any leniency that you may be able to show him.

Sincerely yours,


Mark L. Schwartz, M.D.
MLS/sm

CC: Rabbi David Avigdor
165 West Park Avenue
New Haven, CT 06511

EXHIBIT 20

MORTON M. AVIGDOR, ESQ.
957 East 10th Street
Brooklyn, NY 11230
(917) 861-9550
avigdorm@aol.com
Fax 718.258.2815

May 31, 2012

Honorable Judge Alvin Thompson
c/o Atty James Glasser
One Century Tower -
P.O. Box 1832
New Haven, CT 06508-1832

Dear Judge Thompson;

It is difficult for me to fully describe my brother's life and my relationship to him in a one page letter, but the circumstances of his situation compels it.

Serving as a man of the cloth is not always easy. There are inevitably toes that are inadvertently stepped on and egos bruised, but for some 30 years my brother has served patiently and lovingly to his flock of congregants at Congregation Bikur Cholim. I have never heard a bad word said about him. Tending to families in mourning, visiting the sick and elderly, teaching young students and volunteering chunks of his year to run an acclaimed boys choir to thrill and entertain the Jewish communities of New Haven and New York is a brief glimpse into the good he has tried to bring to his fellow man.

As a brother and son I can testify to the myriad of occasions that our family called on him to tend to our ailing Father, of blessed memory, who was in a nursing home in Hartford. As the closest son, we always looked to him to solve the "problems" emotionally and physically.

David was always the trailblazer and my inspiration to follow him to study in the Holy Land and to continue to higher learning.

Your Honor, these are just a few examples of the dedication that David showed to his family and New Haven's Orthodox Jewish community.

We are grateful that David served our family and the New Haven community. His work on their behalf was exemplary. I understand that David has admitted responsibility for wrongdoings that I know very little of. What I do know is the dedication and love he has showered on all those who know him.

"To err is human, to forgive is divine" Surely the outstanding and dedicated work he has done throughout his life should merit, if not divine consideration in his sentencing at least the human kind. He has not lived his life frivolously. He has done much good. He will be cherished and remembered by our family, friends and community with a blessing on our lips.

I urge you to judge him mercifully with the knowledge that the sort of full-hearted commitment and love Rabbi Avigdor has shown to his acquaintances comes along only rarely.

Please show him mercy and judge him as favorably as is fairly possible.

Respectfully submitted,

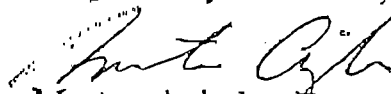

Morton Avigdor, Esq.

EXHIBIT 21

Alan Francis
558 Cedarwood Drive
Cedarhurst, NY 11516

May 8, 2012

Judge Alvin Thompson
c/o James Glasser, Esq.
Wiggin & Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

Letter on Behalf of Rabbi David Avigdor

Judge Thompson;

Rabbi Avigdor is my closest friend on this earth. It has been heartbreaking to see his health, life, livelihood and reputation battered beyond repair.

David and I have been the closest of friends for about 40 years. We were schoolmates and roommates. He and his wife were instrumental in getting me and my wife together. I was a frequent guest in his parents' home during our school years together. And we have been fixtures in each other's lives since. His wedding, my wedding; the births of his children and my children; their Bar Mitzvahs and Bat Mitzvahs; the death of my father, the death of his father; his children's weddings, my children's weddings; the births of our grandchildren and so on...

In following the trial news on ine via the New Haven Independent website, I was struck but not surprised that comments posted by all those who personally know David expressed complete confidence in his innocence. We know that he is compassionate, selfless, loyal and above all an absolute straight arrow.

As best friends and roommates, we pooled our resources, shared expenses, and loaned each other money all the time. He has always been completely trustworthy. He gives to others rather than take from them.

I speak to David on the phone. We speak about our families and our friends. Sometimes we dwell on the past and sometimes on our dreams and hopes for the future. This is nothing new. We've had heart-to-heart chats since our youth. We have no secrets from each other. I trust him completely with all my confidences. While he wanted to be an attorney, he also felt the obligation as his father's first-born son to continue his father's work and that of his grandfather before him. His life plans never included a lavish lifestyle or any notion of wealth. He just wanted to make an honest living helping others while raising a family in the upright manner of his heritage. And he has done so admirably. Never is he so proud as when he tells me about the achievements of his children or how he has helped clients or congregants. He lives for this, and for this alone.

I will try to explain the sacrifices that David has made to carry on his father's work. Most Orthodox Jews settle in Orthodox Jewish communities such as in New York, Baltimore, Monsey and Lakewood. These communities contain bountiful infrastructure for supporting Orthodox Jewish life including numerous synagogues, religious schools, kosher shops, kosher restaurants and the comfort of living among a large group of people that share your religion and lifestyle. David has sacrificed all this to minister in an area where Jewish Orthodoxy is weak in order to bring spirituality to Jews who have not had the benefit of a strong Jewish upbringing or education. It means that he lives without his friends (he loves his congregants but they are not a substitute for friends). It means that he has to send his children to local religious schools that can not offer the quality of Jewish education found in the larger Orthodox Jewish communities. And finally, he must send off his children (as did his father) for high school and beyond to complete their Jewish educations and seek their spouses in a mainstream Orthodox Jewish community.

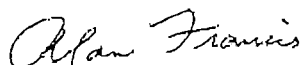
David suffered his stroke in synagogue on a Friday night. His daughter, Rachel, called me Sunday morning. While David didn't want to burden others with his plight, Rachel felt that I should be told. I immediately drove up to Connecticut to visit with him. His physical and mental states were appalling. It was very difficult to see him like this. He attributed the stroke to the stresses of the accusations, his work and congregation, and the loneliness (of living apart from his family and friends). I asked him why he just didn't call it quits and move to New York. He worked so hard for others and look what's it's done to him. He looked at me and said, "I can't just abandon my congregation." He gave as an example that he promised one of his aging congregants that when the time came, he would officiate at his funeral. He couldn't just break his promise.

In the course of his legal battle, I asked him why he just didn't take a plea. For starters, he said that since he was in fact innocent, no evidence of guilt could possibly exist and he was confident he would be exonerated. And then he said something astonishing but completely in keeping with his character. He said he could not accept a plea that would force him to lie and claim he committed a crime which he did not do.

Why should the court treat David with leniency? Even if the court is not convinced that David had absolutely no intent to defraud others for personal gain and was himself a victim of selfish, conniving thieves, he has certainly suffered enough in proportion to the infraction. Secondly, any penalty imposed on David imposes further hardship on his wife, children and ailing mother. Lastly, his congregation and clients rightly believe in him and need him as much as ever.

I appeal to the court to see my friend as others see him, to put an end to this tragic chapter in his life and let him move on with his life and family with some remnant of dignity.

Sincerely,



Alan Francis

EXHIBIT 22

LAW OFFICES OF

Jacobs
& Jacobs

ISRAEL J. JACOBS (1918-1963)
STANLEY A. JACOBS, OF COUNSEL
RICHARD L. JACOBS, OF COUNSEL

BRUCE D. JACOBS
IRENE PROSKY JACOBS
STEVEN D. JACOBS*
*Also admitted to practice in Illinois

PARALEGALS
IVY R. ASKEW
DIANA T. CAMPBELL
SUSAN M. GUCKERT
KATHY LEMONAS
ELIZABETH WEBER

May 18, 2012

Honorable Alvin W. Thompson
United States District Court
141 Church Street
New Haven, CT 06510

Dear Judge Thompson,

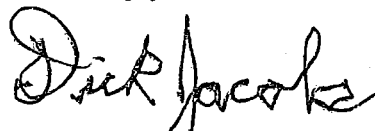
I am writing concerning David Avigdor, who is the rabbi of Congregation Bikur Cholim-Sheveth Achim in New Haven.

I have known Rabbi Avigdor since the early 1980s, when he first came to our synagogue. We have come to know each other well, from the time when he assisted our venerated Rabbi Abraham Hefterman. His wife Susan and his four lovely daughters and two gentle sons are people I have known for a long time. I have observed the proud growth of that fine, religious family.

David Avigdor has been a person of high principles. In the course of his career as a lawyer he has on more than one occasion consulted me on a matter of legal ethics. It was important to him to do what was right. That he has become embroiled in the criminal law came as a shock to me.

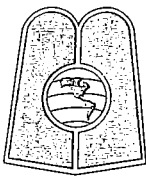
I hope that the court will view David Avigdor with leniency in this event which is out of character with the kind, considerate, upright and ingenuous man that I know him to be.

Sincerely yours,



Richard L. Jacobs

EXHIBIT 23



Agudath
Israel
of America
אגודת ישראל באמריקה

OFFICE OF THE
EXECUTIVE VICE PRESIDENT

June 5, 2012

Honorable Alvin W. Thompson
Chief Judge
United States District Court, District of Connecticut
Abraham Ribicoff Federal Building
450 Main Street
Hartford, CT 06103

Re: David Avigdor

Your Honor:

I write on behalf of Agudath Israel of America in connection with the forthcoming sentencing of David Avigdor. Agudath Israel is a national Orthodox Jewish organization, founded in 1922, that advocates the interests of Orthodox Jewry and sponsors numerous charitable and educational projects. I serve as its Executive Vice President.

I have known David Avigdor for many years, since we were high school classmates. Our relationship is both personal and professional. He is a close friend and a valued colleague. Over the past nearly three decades, I have worked closely with him on matters of concern to Agudath Israel and the constituency we represent.

I am not familiar with the details of the case for which David Avigdor has pleaded guilty. However, I can say with absolute certainty that criminality is entirely uncharacteristic of this man's character, background and life style.

David Avigdor's true character is reflected in his devotion to family, community, and humankind. He is an entirely selfless individual whose career reflects a commitment to higher purposes. He is a spiritual leader to his congregation, a legal advocate for needy clients, a man of action who cares deeply about his fellow human beings and takes whatever steps he can to make their lives happier and easier.

The work David Avigdor has done within Agudath Israel has been substantial. He has served for many years as our key contact person in Connecticut, where he has undertaken a variety of projects to carry out the religious and charitable mission of our organization.

Honorable Alvin W. Thompson
June 5, 2012
Page 2

Unfortunately, David Avigdor has not been in the best of health in recent years. Yet despite his medical condition, and despite his legal challenges, he has maintained his active lifestyle, and has continued to invest his energy and resources into important communal causes. I marvel at his fortitude during such trying times.

Our bottom line entreaty, Your Honor, is that you deal with David Avigdor with mercy and leniency, to the full extent possible under the law. This is a good and decent man whose devotion to family and community is extraordinary, and who deserves every favorable consideration within the broad confines of your judicial sentencing discretion.

Thank you for your kind consideration.

Respectfully,

A handwritten signature in cursive script, appearing to read "David Zwiebel".

Rabbi David Zwiebel

DZ/aa

EXHIBIT 24

395 Orange Street, Third Floor
New Haven, CT 06511
March 31, 1999

Rabbi David Avigdor

Dear Rabbi Avigdor,

Thanks so much for speaking to the Jewish Law Students Association last Thursday, March 25, on your experiences as a rabbi and lawyer. The students really enjoyed it.

I hope there will be future opportunities for you to be involved with Jewish events at the law school. Should you want to get in touch with me, you can reach me at 782-9242 through July 1999. If you have access to electronic mail, you might also want to send an a message to michael.hurwitz@yale.edu. He organizes the graduate student events at Yale and could put you on his e-mailing list.

Best,



Matt Light

EXHIBITS 25 - 35

EXHIBIT 25

R O B E R T E . S H U R E , I N C . F U N E R A L H O M E

Wednesday
25 April, 2012

Dana Glasser, Esq.
One Century Tower
P.O. Box 1832
New Haven, Ct. 06508-1832

Dear Mr. Glasser,

It has been my honor and privilege to know and to work with Rabbi David Avigdor for more than 30 years, and I choose the words "honor" and "privilege" most precisely so.

Rabbi Avigdor has told me on countless occasions to call him "David," yet I have refused to call him anything other than Rabbi. It's no mystery. He is deserving of nothing less. He is a man of great honesty, integrity, and with a burning desire to help those in need, yet never looking for anything in return.

It is to his credit that Cong. Bikur Cholim-Sheveth Achim exists today. Were it not for Rabbi Avigdor's tireless efforts and dedication to his synagogue, it is not beyond reason that Cong. Bikur Cholim-Sheveth Achim would today only be a memory, like so many other synagogues in the greater New Haven area.

My work as a Jewish Funeral Director has allowed me to work very closely with Rabbi Avigdor, and together we've been in some of the most heart-wrenching situations. And for Rabbi Avigdor it was and is always what is it he can do to tend to the needs of the grieving family, what can he do to make life easier, more bearable for the survivors and coupling that with maintaining the dignity and respect and beauty of our laws and traditions.

In the simplest of words, The World is a Better Place for Having Rabbi David Avigdor in it. It's that easy. Our tradition teaches us that there are various "crowns" one wears throughout one's life, and it is "The Crown of a Good Name, a Shem Tov" which is of greatest importance and deserving of the utmost respect. Rabbi David Avigdor awakes each morning and settles into bed at the end of each day, with a Shem Tov, A Crown of a Good Name.

I ask the Judge to take all of this into consideration. Rabbi David Avigdor is needed in our community, to serve as a Rabbi, A Pastor, a Friend, a Gare-Giver. He sets an example for others to follow

I remain,

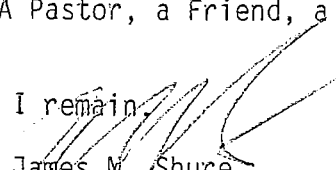

James M. Shure

EXHIBIT 26

Jeffrey Steven Levinson

170 Kings Highway, Milford, CT 06460

Cell (203) 640-5592 E-mail jeffreylevinson@hotmail.com

April 12, 2012

The Honorable Judge Alvin W. Thompson
c/o Attorney James Glasser
Wiggin & Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

To the Honorable Judge Alvin W. Thompson:

My friend, well not just my friend, "my cousin", "my brother", "a second father", "an uncle", "a kin"? Yes! My friend asked me to write a letter to share with you my feelings about him. Rabbi David Avigdor is my friend for about as long as I can recall. I would say I was first acquainted with the Rabbi as a small child on the beach in Woodmont, CT and when he came on as the junior Rabbi to Rabbi Abraham Hefterman many years ago. When I reached the age of eighteen, I entered college. My parents were not religious and I desired to continue to grow as a Jewish man. I was often invited to spend the Sabbath with Rabbi David Avigdor and his family. Over the years, I have been blessed with the ability to watch and grew with his six children not really remembering a time or a holiday when I have not been around. Over the years, his entire family, Rabbi David Avigdor's parents and three brothers, and their families, have treated me as relation. When Rabbi Avigdor's father, Rabbi Isaac Avigdor, passed away a short while ago, I cried and mourned as if it was my father and/or grandfather because of the gracious way that Rabbi David Avigdor's father had treated me and the love he had blessed upon me. My time with Rabbi Isaac helped me learn how Rabbi David became such a tremendous man.

As wonderful, honored, and special I have felt over the years, I was not unique to this treatment by Rabbi David Avigdor and his family. Rabbi David opens his heart to everyone in need. When his boys were younger, he wanted them to have an opportunity to do something positive and show their love for G-d. Therefore he started a choir for them. When the boys grew too old for the choir, he continued it for the love of the community and music. Over a decade and a half Rabbi David conducted the choir, working with over 200 boys. I believe the only reason he stopped directing the choir was due to his stroke and the untimely death of his assistant.

Many days walking home from synagogue with Rabbi David, we would often take a much longer route. Rabbi David was always sure to stress upon me the importance of visiting the sick. We would visit all of the sick and destitute members of the community and try to brighten their day.

During the holiday of Sukkot, the Avigdor's sukkah was always brimming with people from all walks of life. All were welcomed for a meal and conversation. This graciousness would often be extended to other holidays and meals throughout the year.

Jeffrey Steven Levinson

170 Kings Highway, Milford, CT 06460

Cell (203) 640-5592 E-mail jeffreylevinson@hotmail.com

Twice Rabbi David took me with him to the Agudath Israel meetings in Manhattan where he sat and discussed politics and Jewish Law with some of the most influential Rabbis of the twentieth century. There is where I saw him with his peers; embraced in discourse with some of the most pious men in Judaism today. It was clear from watching him in these meetings, that I was blessed with a rare opportunity to know such a great man.

In my 35+ years of knowing Rabbi David, I have been blessed with his counsel and friendship. Uniquely, he has allowed me the same respect in return. Often as an inside/outsider of his family, I have been asked to weigh in on sibling disputes and educational decisions for his children. Also, he has helped me throughout the years keep my metaphorical candle lit despite the storms and winds of secular life which have at many junctures sought to extinguish my Jewish beliefs and ask me to be like everyone else. Rabbi David is a very unique individual. He has the uncanny ability to help others not only find their true potential but nurture it and help them blossom.

Honorable Judge Thompson, this great man, Rabbi David Avigdor, has clearly erred in his professional practice as an attorney and duly admits to his error of judgment. Actually, I cannot think of any person in my lifetime, as a 13 year businessman and a 15 year educator, who has not erred in some way either large, small, or both. Therefore, I ask of you to view the whole person of David Avigdor and hopefully see a way to most graciously assist this very important and valuable person not only to me but to the New Haven Jewish Community, through this terrible period in his life.

Sincerely with deep appreciation for your time,

Jeffrey Levinson

EXHIBIT 27

Attorney Dana Glasser

One Century Tower

P.O. Box 1832

New Haven, CT 06508-1832

May 13, 2012

I have known Rabbi Avigdor for 30 years. I am a member of his congregation I am his friend and a client in his law practice. Throughout the years we celebrated Bar-Mitzvas and weddings for both of our families together.

Rabbi Avigdor is well respected as an individual and a Rabbi by all members and congregants of his community. He earned this respect by serving his community with devotion and self sacrifice. His "Mizmor Le'David" Choir for example served the children of the community for decades. My son's love for music came from the years he participated in the choir.

Rabbi Avigdor was my attorney in several real estate closings. I found him honest and straightforward. His concern with details and doing the right thing was phenomenal. I never had a complaint.

I remember many incidents showing his nature to always go out of his way for others. One time, I told Rabbi Avigdor that I wanted to go fishing, but, never having gone before, I had no idea where to get bait. Rabbi Avigdor did not hesitate for a moment. He took me in his car driving miles, going from place to place, until we found the bait. Rabbi Avigdor did not have to take me with his car to do this, however, his nature is to always help others.

On another occasion, I wanted to visit my father's grave, but amidst all the gravesites at the cemetery, I did not know even where to begin. Again, he didn't just wish me well in my search. He came out to the cemetery to look side by side with me until we found it. He did not have to do this. He simply does not know any other way.

Rabbi Avigdor has a basic love for people that he does not just feel in his heart, but shows in day to day action. He is almost innocent in his belief in the basic goodness of others. He is very trustworthy and trusts others. It may not always make him the best as a businessman, but it makes him superb as a human being.

Sincerely,

A handwritten signature in black ink, appearing to read "Nehemia Levin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nehemia Levin, Ph.D

EXHIBIT 28

RABBI GERALD SCHLINGENBAUM
865 ELM ST.
NEW HAVEN, CT 06511
203-7872-9378

Atty Glasser Dana
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832
c/o Judge Alvin Thompson

May 9, '12

I have known David Avigdor ever since he moved to New Haven 30 years ago. When he moved to New Haven, not only did we become neighbors, but we became friends as well. That friendship has endured three decades.

I certainly value that friendship. However, what may be more significant than that, is the leadership that he provides for New Haven.

I would like to take this opportunity to highlight one area where his leadership has played an important role.

We are living in an age when many youngsters grow up with low self-esteem. This can result in serious problems later on in life.

David Avigdor is doing something very significant to address this problem. Several years ago he established a boys choir in New Haven. Some of the boys that he accepts in his choir may have been shy, or lacking in self confidence. He works with these boys very patiently and they develop a much more positive view of themselves. There is no way to measure the impact this has on their lives. However, it is certainly reasonable to assume that they become much healthier individuals and much more productive citizens as a result of this experience.

David Avigdor has demonstrated himself to be an important asset to the New Haven community and I urge the court to take this fact into consideration.

Sincerely,



Gerald Schlingenbaum

EXHIBIT 29

5/1/91
Dear RABBI AVIGDOR: #1.

During A Very Trying AND
Confusing Time in our Lives You
Were a Very STABILIZING FACTOR!

When Given the Proper
Facts WE Were ABLE to MAKE the
Right DECISIONS. Thank You For
Your Guidance, Counseling AND Wisdom!

Your Beautiful Eulogy
WAS A GREAT Spiritual Up
Lifting AND GREAT Comfort to
US ALL! DAD Would HAVE
BEEN PLEASED! (MOM REQUESTS
A COPY IF POSSIBLE.)

Most of ALL
Thanks For HELPING us
Do WHAT WAS Right.

Sincerely...
LEONARD
and
FAMILY.

January 11, 2006

Freda Broverman
Broverman

45 WEBSTER CIRCLE
SUDBURY, MA 01776

Dear Rabbi Avigdor,

Thank you for officiating a beautiful funeral service for our aunt, Ida Senderoff, last week. Your chosen words to reflect her life, her strong connection to New Haven and your temple and most importantly, her good deeds and heart, held great meaning to us. For so many

years, she always spoke about "her rabbi." Getting to meet you in person, put all her former praise about her synagogue and you into place.

Having grown up in New Haven and living at 40 Marvel Road, added a touch of extra nostalgia to the day. My Aunt Ida spent a lot of time at our house down the street. To think the final words which were said about her were all linked to Marvel Road, made it all the more personal.

On behalf of the whole Alpert family, thank you for being such a spirited part of our Aunt Ida's life.

Sincerely,
Frieda (Alpert) Broverman

September 13, 92

Dear Rabbi Avidan,

Please accept our appreciation for your guidance and warm-hearted efforts in connection with the tombstones of our dear parents ^{Sh}.

The Shabbat evening we spent in your home was most inspiring and we feel privileged to have participated in the Havdalah service with your family.

With our warmest
additions. 0.1271 / 2

Sincerely,
Ruth Richman
Sidney Beck

CSCPA
FOUNDATION

Educational and Research Foundation of the
Connecticut Society of Certified Public Accountants

Sept 15, 1993

Dear Rabbi,

Thank you for officiating at the
funeral service of Dr. Morris Glazer.

He was a devoted member of
Tzibur Cholim & always spoke very
highly of you & your devotion to
Judaism.

Thank you again.

Best wishes for a happy &
healthy New Year to you & family.

Sam Glazer

MAP Conference — September 25/26, 1978

State Tax Forum — October 4, 1978

Federal Tax Forum — December 4, 1978

Municipal Auditing Conference — May 22, 1979

Accounting and Auditing Conference — June 4, 1979

Mrs. Edith S. Meyers
865 Mix Avenue, Apt. 410
Hamden, Connecticut 06514

Dear Rabbi Avigdor -

Many, many thanks for the beautiful unweiling ceremony last Sunday morning -

It was a heart-breaking time for me - yet I was so very aware and uplifted by your dignified expressions and thoughts of Laura -

I was so very happy you were able to be there -

Enclosed is a small token of my great appreciation -

From my heart, I thank you -
Sincerely,

Edith Meyers

July 14, 1988

Dear Rabbi Avigdor,

On behalf of the Dimenstein and Berger families, our sincere thanks for your guidance and support at our mourning for our father.

We were both moved and inspired by your beautiful eulogy. Your words and attention to our grief were most comforting.

Many thanks also to Mrs. Avigdor, for joining us in our sorrow.

B'shalom
Michael Dimenstein

ROBERT A. GINSBURG
100 TRUMBULL AVENUE
MILFORD, CT 06460

Rabbi David Avigdor

165 West Park Ave.

New Haven, CT 06511

May 27, 1999

Rabbi:

I am sorry for the delay in getting back to you after our telephone conversation. On behalf of the entire Ginsburg family I would like to express our deep appreciation for your assistance and compassion during our time of grief over the passing of my father. It was comforting to have someone available who could not only provide us with religious guidance, but also provide us with the understanding only available from a long time friend of the family.

Enclosed is my check as a token of our appreciation for being more than just the Rabbi who officiated at the funeral.

Sincerely yours,



The Harry Ginsburg Family

Dear Rabbi Avigdor,

Thank You very much for
comforting our family during this
very difficult time. The beautiful
words you used to describe our father will
always be remembered. The unveiling was
conducted with dignity and respect and we
are forever grateful.

Shalom + All our love
Esther + Joe Estey



*A subsidiary of
Northeast Bancorp, Inc.*

Richard C. Lee
Vice President and
Assistant to the Chairman

Union Trust Company

New Haven Executive Office
Church and Elm Streets
P.O. Box 404
New Haven, Connecticut 06502-0907
Telephone (203) 773-5886

June 4, 1984

Rabbi David Avigdor
425 Bellevue Road
New Haven, Connecticut 06511

Dear Rabbi:

We have not met, but I was at Mr. Harrison's funeral and heard you speak. I was so moved with your eloquence and the stories of the man who kept a diary of his life, that I would very much like to have a copy of the eulogy, just to read it and to show to my wife.

I'm an old friend of the Harrisons, and I am the former Mayor of the City of New Haven, so when I say I am moved by someone's eloquence, I speak with some authority.

I do hope you can comply with my request. Some day I hope we can meet.

My best to you. Thank you in advance.

Sincerely,

A handwritten signature in cursive script that reads "Richard C. Lee".

Richard C. Lee

/z

EXHIBIT 30

Kevin S. Russo, 7 Plum Tree Lane, Shelton, CT 06484 (203) 415-3541

Judge Alvin Thompson
c/o Attorney James Glasser
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

Dear Judge Thompson:

I am a Supervisory Assistant State's Attorney assigned to Milford Superior Court. It is a pleasure to correspond with you.

I wanted to take a moment of your time to summarize for you my familiarity with Attorney Avigdor, and though it may sound strange, I barely know him, but I know the most important trait within him, which requires further comment.

Attorney Avigdor appears in Milford's criminal court sporadically. Years ago, however, he represented a defendant named Ozdimer. The Ozdimer case was returned to our court as a "garden variety" domestic matter with his then-wife. There was nothing about the case that was immediate or disconcerting. In fact, the defendant was granted a pretrial diversionary program and away he went to his random counseling classes, on his way to a future dismissal. Something unpredictable happened - Ozdimer shot and killed his wife, then himself, leaving two small children. The entire event was captured on the emergency 911 broadcast that ultimately became public. After the murder-suicide, the children can be heard crying on the tape for nearly a minute.

Months had passed and Attorney Avigdor presented himself to our office - but he had no pending matters on the docket. He asked to speak with me and there, in a small bunker within the bump-and-grind setting of our office, he was seeking "legal" absolution. As a fourteen year Supervisory Prosecutor, he asked me whether I thought his actions (or possible inactions) triggered the murder-suicide, even in some infinitesimal way. The answer is the same today as it was then - no. As the prosecutor-of-record, I indicated to Attorney Avigdor and can indicate to this Court, Attorney Avigdor represented his client faithfully, credibly, honestly and well within our domestic violence laws.

As he spoke with me, he was slightly trembling. Clearly, he was disturbed at the notion - again, unfounded and without merit - that his representation of his client could have somehow triggered the chain of unfortunate events that left two small children without their parents. Attorney Avigdor was beating himself up in front of me, waxing and waning with rhetorical questions of "could I have done more, should I have seen that propensity for violence?" I remember his struggle as if it were yesterday - I can recall it with ease for this letter which, in my view, indicates the impression it left upon me, a prosecutor responsible for the advancement of approximately 1,000 cases per week.

Thompson, J., cont'd, p. 2

I am not aware of the facts that support Attorney Avidor's indictment and subsequent plea, nor do I want to know them. Sometimes, knowing a person slightly allows one to judge character more accurately. Had I worked with Attorney Avidor on a weekly basis for years, or if I had become familiar with the allegations set forth against him, my opinion of him could be checkered or bias. But not on that day. The onion was peeled back, its core revealed - a person shaken to his own core in part to the demise of a family he had barely known. His belief that he directly or indirectly may have hurt someone, was concussive. He was reeling. *That* is my definition of honesty.

He was not under indictment when he represented his client. He was not under indictment when his client took his own life. He was not under indictment when he met with me. Thus, it is my opinion that in one brief but sincere snapshot, I captured the measure of the man with nothing to gain or nothing to lose, other than his own ability to finally begin the process of just getting a good night's sleep.

Thank you for the opportunity to share the above with you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Russo', written in a cursive style.

Kevin S. Russo
Supervisory Assistant State's Attorney
Judicial District of Ansonia/Milford

EXHIBIT 31

Atty Glasser Dana, please forward the following letter to Judge Alvin Thompson.

My name is Dr. Jay Dworkin. I have known David Avigdor since I was 15 years old, beginning with spending summers in Woodmont, CT. Our relationship really became endearing as adults. David has been a significant spiritual support to my family in many circumstances and I will relate two instances. At the age of 37, I was diagnosed with a life threatening spinal tumor. My surgery occurred at St. Raphael's Hospital. Before my surgery I prayed with David at his synagogue(despite not being a member). What was remarkable about David was that after my surgery, on the Jewish Sabbath, he walked miles to visit me and support me in the hospital. Now fast forward, five years and we are at Yale- New Haven Hospital, my daughter at age 8 is faced with same tumor, has been in surgery for eleven hours and who is it that comes to the waiting room to lead my extended family in prayer as my daughter lay helpless in the surgical suite....David Avigdor. David was not our families Rabbi and had no obligation to be there except that he cared for all us!!

This man is the most honest, sincere and caring human being I know. His word is his honor and I would trust him with my life. Please show leniency to David Avigdor in these unfortunate circumstances.
He is a great man.

Jay L. Dworkin D.M.D.

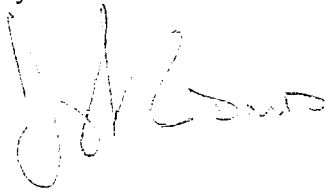
A handwritten signature in black ink, appearing to read "Jay L. Dworkin". The signature is written in a cursive style with a large initial "J" and "D".

EXHIBIT 32



Vegetarian Restaurant Since 1975
1000 Chapel Street New Haven CT 06510

203-562-3888
www.clairecornercopia.com
Follow us on facebook

April 6, 2012

Greetings,

I write today, as a testimony to the kindness, courage, and character of Rabbi David Avigdor. I have known Rabbi Avigdor for more than a decade, initially as only our supervising Rabbi for my Kosher restaurant in New Haven, and later seeing this relationship grow to become our good advisor and friend.

Rabbi Avigdor has been the voice for our standards using his impeccable integrity when making decisions as to the level of standards that are acceptable to his community of religious Jews. Also, he has been generous in helping my staff and even their families, with his integrity and wisdom that he shares freely as they navigate their way through both minor and more major crises. He has counseled our staff when they had broken hearts from the loss of a loved one, and has offered sound advise when they were at a crossroad contemplating their future education and decisions about relationships.

Honesty and integrity have always been at the foundation of his decisions and we see that in both his supervision and his advise. Doing the right thing is always the right thing for him. Also, he often reminds us that we are human and sometimes make mistakes and that we must learn from these lessons as not to repeat them. This, to me is true honesty. All of us at Claire's Corner Copia are better because of Rabbi Avigdor.

Peace,

Claire Criscuolo, RN
Claire's Corner Copia
1000 Chapel St
New Haven, CT. 06510
(203-562-3888)

EXHIBIT 33

May 1, 2012

Judge Alvin Thompson
Care of Attorney James Glasser
One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

David Avigdor is a long standing personal friend of over 25 years, my rabbi, mentor, legal advisor and neighbor. He has always been close to each members of our family and been there for us in good times and bad. Never have I had a friend with such great capacity to give, unconditionally. He is sincere, honest, trustworthy and I always know I can ask him anything. He never lets me down.

One time I was rushed to the hospital when our children were very young. It was two in the morning and I was not released until well after 3:30 am. I called David, he got dressed and picked me up as a neighbor should, but few others would! My wife was so grateful to see me in one piece, but David made all the difference, as scary as it was to slip and fall and be brought to the emergency room in an ambulance. Thankfully, I had not broken anything and David comforted me, helping me to rest-at-ease when I returned home.

Another time, my wife was hit by a "run-away" truck, inside of a tire shop! She was knocked over, bleeding, and to top all of this...6-months pregnant! When the ambulance came we rushed her to the hospital, and again, David arrived quickly and helped us figure out what was next. It was a very scary time. Again, I knew I could count on his friendship, personal guidance, support and legal expertise.

This man has blessed us in many ways. Eight days after birth, David has given Hebrew names to each of our three children in this holiest of rituals in his Synagogue. He attended our wedding soon after we first met in Milford, CT. in the late 1980's. Prior to this he and his wife were our landlords, but we soon became great friends and neighbors. It is indeed very unique that a landlord can become friends with his tenants!

We got to know each of their children as they were born and our children have become long-time friends of theirs. These children have met each other at weddings, and in their travels in Israel.

We have spent many holidays together, broke bread, laughed during happy times and cried at sad occasions. We have grown together.

David Avigdor has never done anything with malice, or lack of special consideration for others, always in my mind sacrificing his own needs. In life everyone makes mistakes, but he is, in my heart, mind and soul "innocent" of any intentional wrong-doings.

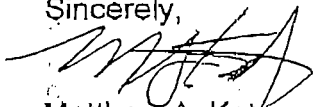
I have also seen David interact with people in our community at his Synagogue, the JCC/Federation where he was honored for over 25 years of outstanding service as the longest-standing religious leader of our time in New Haven. He has been a distinguished guest at the Yeshiva on Norton Street where he has been a noted speaker. I have seen him speak on many occasions in public and he always is very respectful of everyone.

For the purchase of our home, David was our closing lawyer and handed these interactions with tremendous integrity as well as all of our negotiations with him when we were tenants. I also trust David with personal questions and know that he will always advise me well.

With all of this said, I believe that the court should treat David Avigdor with particular leniency.

I am hear to speak on his behalf should anyone ask.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Katz', written over a horizontal line.

Matthew A. Katz
207 West Park Avenue
New Haven, CT 06511

EXHIBIT 34

David S. Fischer, M.D.
17 Abigail Street
Milford, CT 06460-7918
Phone 203-874-4286
dsfischer@aol.com

March 29, 2012

Attorney James Glasser
Wiggin & Dana-One Century Tower
P.O. Box 1832
New Haven, CT 06508-1832

c/o Judge Alvin Thompson

Dear Attorney Glasser:

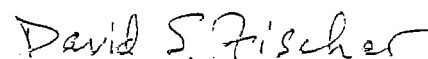
I first met Rabbi David Avigdor in 1980 when he was invited to a meeting of a committee of Congregation Bikur Cholim Sheveth Achim that was held at my home. We were trying to select an assistant rabbi for the congregation. Rabbi Avigdor came with high recommendations from people we knew and trusted and the committee was impressed with his candor and credentials and unanimously recommended him for the position. A year later, after Rabbi Hefterman died, Rabbi Avigdor assumed the leadership of the congregation. From 1983-1985, I was president of the congregation and worked with Rabbi Avigdor at least twice a week. I found him to be a man I could trust with money and authority. During that period we celebrated the hundredth anniversary of the congregation with increased activities that involved additional disbursement of funds, much of which I delegated to Rabbi Avigdor. I had total confidence in his honesty and during that period and the 25+ years since I have had no reason to doubt his honesty. We sometimes had disagreements about management related to religious interpretations, but they were always amicably solved with mutual respect.

Rabbi David Avigdor has demonstrated concern for me, my family, and for all members of Congregation BCSA. He even showed concern for the members of the Hebrew Congregation of Woodmont in Milford, CT of which I became president a decade later. He would attend for a few weeks in the summer months and provided us with religious counsel although we did not pay him. I recall an occasion when he came to Milford to drive a sick elderly congregant to the doctor because none of us were available at the time to do so. We trusted him implicitly and never had any reason to regret that trust.

It is my impression that he agreed that he mishandled some funds in his capacity as an attorney. If so, I believe that it was most probably an honest error of

understanding or judgment of the circumstances because I do not believe he would knowingly break the law or steal. He has worked as a rabbi and accepted a low salary because that is what the congregation could afford and he wanted to be of service spiritually. His devotion to the assistance of others has been exemplary. Since he has pleaded to a misdemeanor, I hope that the judge will be lenient in his sentence in view of Rabbi Avigdor's long and valuable service to the community with no prior record of any negative activity in his life.

Sincerely yours,

A handwritten signature in cursive script that reads "David S. Fischer".

David S. Fischer, MD

EXHIBIT 35

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA
Plaintiff,

CRIM. NO. 3:10cr93 (AWT)-4

v.

DAVID AVIGDOR
Defendant.

AFFIDAVIT OF BARBARA HAGER

Barbara Hager, being duly sworn, states:

1. I am over the age of 18 years, and understand the meaning and obligations of an oath. I am a member of the Connecticut bar, am familiar with the facts of this case, and am competent to testify to the facts set forth in this affidavit.

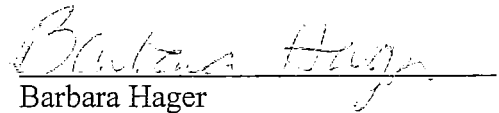
2. I am a graduate of the University of Connecticut law school and have a divinity degree from Princeton Theological Seminary. I have been a member of the Connecticut bar since 1996. I was asked to assist in the review of documents to help James I. Glasser conduct due diligence on the facts of the case.

3. In February 2012, I assisted James I. Glasser and John Doroghazi review documents and electronic files produced by the Government in compliance with the Standing Order on Discovery in Criminal Cases.

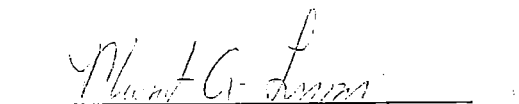
4. Specifically, I was asked to review the e-mail of Sayed Babar that the Government obtained through a search warrant and the recordings and transcripts of recordings from conversations between the Government's confidential informants and various individuals. This review consisted of thousands of pages of e-mails and transcripts.

5. In those documents and recordings, Mr. Babar, Mr. Perkins, and those with whom they were speaking (which included other co-defendants such as Morris Olmer), never mentioned or otherwise referred to David Avigdor.

I certify under penalty of perjury that the foregoing is true and correct.


Barbara Hager

Sworn and subscribed to before me
this 17th day of June, 2012


Notary Public Margaret A. Luzzi

22510\1\2714021.1