

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELIYAHU MIRLIS,

Plaintiff,

v.

EDGEWOOD ELM HOUSING, INC.;
F.O.H., INC.; EDGWEWOOD VILLAGE,
INC.; EDGEWOOD CORNERS, INC.;
AND YEDIDEI HAGAN, INC.,

Defendants.

:
:
:
: Case No. 3:19-cv-00700 (CSH)
:
:
:
:
:
:
: September 24, 2021
:
:

DEFENDANTS’ MOTION TO MODIFY TEMPORARY RESTRAINING ORDER

Pursuant to Rule 65(b)(4) of the Federal Rules of Civil Procedure, Defendants Edgewood Elm Housing, Inc.; F.O.H., Inc.; Edgewood Village, Inc.; Edgewood Corners, Inc.; and Yedidei Hagan, Inc. (collectively, the “Defendants”) respectfully submit this Motion to Modify the Temporary Restraining Order entered by this Court on August 25, 2020 (“TRO”) (ECF Doc. No.

43). The TRO broadly enjoins Defendants from:

- (a) transferring or encumbering any of their personal property, other than to pay any of their employees, with the exception of Daniel Greer, and perform reasonable maintenance on real property they own; or
- (b) transferring or encumbering any of their real property.

Defendants seek to modify the TRO for two specific and limited purposes at this time. *First*, to allow the Defendants to pay the most recent legal fees and costs (as well as such fees and costs going forward) incurred by Rabbi Daniel Greer (“Greer”) and the Yeshiva of New Haven, Inc. (the “Yeshiva”) concerning the criminal action against Greer and the civil action in which Plaintiff Eliyahu Mirlis (“Plaintiff”) obtained the Judgment against Greer and the Yeshiva

that he is seeking to have the Defendants satisfy here.¹ At base, Greer is entitled to indemnification for attorneys' fees and costs incurred in his civil and criminal matters pursuant to Edgewood Elm Housing's by-laws because those actions arose out of and/or related to his alleged activities as an officer and employee of Edgewood Elm Housing. Further, the non-profit Defendants were each established for the very purpose of financially supporting the Yeshiva through rental income donated by Defendants F.O.H., Edgewood Village, Edgewood Corners, and Yedidei Hagan since inception. Without such income the Yeshiva would have no financial means to pay counsel for defending its interests in prior and continuing proceedings.

Second, the TRO should be modified to allow the Defendants to provide the necessary funds for the Yeshiva to satisfy the judgment of strict foreclosure rendered in favor of Plaintiff in *Mirlis v. Yeshiva of New Haven, Inc.*, Docket No. CV-17-6072389-S (the "Foreclosure Action"). The Foreclosure Action seeks to seize the real property located at 765 Elm Street, New Haven, *i.e.*, the location of the historic Yeshiva school building. Built in 1900, the iconic, 27,000+ square foot building is the centerpiece of the Edgewood Park neighborhood which the Greers, the Yeshiva, and the Defendants have been painstakingly redeveloping for decades. The judgment of strict foreclosure was affirmed on appeal earlier this year, *see Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021), and a petition for certification to appeal to the Connecticut Supreme Court was recently denied. Time is now of the essence to allow the Defendants to provide the Yeshiva with funds to satisfy the judgment before the historic school building is foreclosed, and a pillar of New Haven's Jewish community is gone.

As the Court is aware, Defendants have moved for summary judgment as to both counts of the Complaint. In its Memorandum and Order dated September 9, 2021 (ECF Doc. No. 68),

¹ It is assumed that the TRO was not intended to prohibit the Defendants from paying the legal fees incurred by the undersigned counsel in this action.

this Court, *inter alia*, reserved decision on Defendants' motion and ordered Plaintiff to submit a response that "oppose[s] with specificity the particular bases for summary judgment identified by Defendants." In doing so, this Court "accept[ed] as accurate" Greer's "account of how and when the Defendants came into being," which was "corroborated by contemporaneous public records." Given the strength of the Defendants' motion and this Court's findings as to the establishment of each of the Defendants, Defendants maintain the TRO can and should be vacated in its entirety. Nevertheless, for present purposes, Defendants are merely seeking to modify the TRO in just two limited respects to allow for payment of attorneys' fees and costs and to prevent the Yeshiva's school building from being foreclosed.

Finally, as the Court also knows, the non-profit Defendants collectively own real property in New Haven conservatively valued at over \$10 million. For now, Defendants do not challenge the TRO remaining in place as to any transfer and/or encumbrances relating to these properties.² Modifying the TRO for the limited purposes requested herein will have no effect on the value of those real properties, which Defendants submit is more than adequate security at this stage of this action based on the strength of the pending motion for summary judgment.

I. BACKGROUND

A. The Underlying Judgment and the Complaint

On June 6, 2017, Plaintiff obtained the Judgment against Greer and the Yeshiva in the amount of \$21,749,041.10 in a separate action in this Court asserting claims based on Greer's alleged sexual abuse of the Plaintiff. The Judgment remains unsatisfied. (Compl., Doc. No. 1, ¶ 1). On May 8, 2019, Plaintiff commenced the instant action against the Defendants, asserting two claims to reverse-pierce the corporate veil and hold the Defendants liable for the Judgment.

² Other than if necessary to sell a property to satisfy the debt owed on the foreclosure of the Yeshiva school building, which would then also be subject to the TRO.

Defendants assume the Court's familiarity with Plaintiff's allegations and theories for recovery under both the identity rule and the instrumentality rule, and Defendants' defenses thereto. Accordingly, Defendants incorporate by reference the section entitled "Summary of Allegations" set forth in their Memorandum of Law in Support of Motion for Summary Judgment dated April 8, 2021. (ECF Doc. No. 52, at 4–7).

B. Attorneys' Fees and Costs Incurred by the Greers and the Defendants

As discussed, Defendants request a limited modification of the TRO, *inter alia*, allowing the Defendants to pay attorneys' fees and costs incurred by Greer and the Yeshiva in connection with prior and pending actions arising out of or relating to Greer's alleged sexual abuse of Plaintiff. Defendants request that they be allowed to pay the following counsel and law firms directly for their representation as set forth below.

(1) **Carmody, Torrance, Sandak & Hennessey LLP**. David T. Grudberg, Esq., a partner with Carmody, Torrance, Sandak & Hennessey LLP, has represented Greer Yeshiva since 2017 in the underlying civil matter relating to Greer's alleged sexual abuse of Plaintiff. He has also assisted in the defense of the criminal charges since 2017. He is co-counsel on Greer's appeal of the criminal case, was lead counsel at the criminal sentencing in 2019, and has been involved in extensive post-judgment litigation regarding possible release pending appeal, including emergency temporary release based on COVID-19. He and his firm continue to litigate in the underlying matter on behalf of Greer and Yeshiva.³

³ Attorney Grudberg and his firm most recently filed a Motion for Relief from Final Judgment in the civil matter, seeking relief through the Court's broad discretionary power under Fed. R. Civ. P. 60(b)(6). Specifically, a former teacher at the Yeshiva (Avid Hack) who came forward only after hearing of the verdict in the civil case, has revealed a "cooperation agreement" reached between Hack and Plaintiff's lawyer in that action, pursuant to which

The TRO abruptly stopped the payment of legal fees to Attorney Grudberg that he had otherwise been receiving for many prior years.

(2) **Green & Sklarz LLC**. Jeffrey M. Sklarz, Esq., a partner at Green & Sklarz LLC, has represented the Yeshiva in connection with the Foreclosure Action.

(3) **Day Pitney LLP**. In addition to the instant reverse-veil piercing action, the undersigned counsel has represented the Yeshiva in connection with the petition for certification to the Connecticut Supreme Court in the Foreclosure Action.

(4) **Richard Emanuel, Esq.** Served as lead counsel on Greer's criminal appeal.

(5) **Alan Dershowitz, Esq.** Served as of counsel on Greer's criminal appeal and also consulted on various issues related to the criminal trial.

If necessary for purposes of granting this motion, the undersigned could provide the Court with a suitable accounting of such incurred fees and expenses.

C. Relevant Background on the Greers and the Non-Profit Defendants

Defendants incorporate by reference the section entitled "Background Facts" set forth in their Memorandum of Law in Support of Motion for Summary Judgment (ECF No. 52, at 7–17), which includes Greer's "account of how and when the Defendants came into being" which this Court has "accept[ed] as accurate" in its recent Memorandum and Order. That background is critical to understanding why the Plaintiff's reverse-veil piercing claims are unavailing. More

Plaintiff agreed to drop Hack as a defendant in the civil case in exchange for Hack agreeing to testify at a deposition but to then not appear at trial. This secret agreement deprived Greer of the ability to cross-examine Hack at trial which would have undermined a key pillar of plaintiff's case. The motion also highlights on-the-record discussions between Plaintiff's counsel and the Court where the agreement should have been revealed but was not. (See *Mirlis v. Greer, et al.*, 3:16-CV-00678 (KAD) (D. Conn.) ECF Doc. No. 399 and 400)).

importantly, for present purposes, that background provides this Court with the confidence to clarify or modify the TRO to allow the Defendants to pay the aforesaid attorneys' fees and costs and to prevent the foreclosure of the Yeshiva's historic school building, without concern that the assets are being wasted or improperly transferred to avoid the Judgment.

II. DISCUSSION

As mentioned above, the TRO broadly enjoins Defendants from:

- (a) transferring or encumbering any of their personal property, other than to pay any of their employees, with the exception of Daniel Greer, and perform reasonable maintenance on real property they own; or
- (b) transferring or encumbering any of their real property.

Defendants are now seeking to modify the TRO for two specific and limited purposes: (i) to allow for the payment of certain legal fees and costs incurred by Greer and the Yeshiva; and (ii) to prevent the foreclosure of the Yeshiva's school building.

As mentioned, Defendants own, in total, 52 rental properties that in the aggregate have an approximate value of \$10 million based on the city of New Haven tax assessor's records. (A copy of these voluminous records are attached as *Exhibit Z* to Defendant's Memorandum of Law in Opposition to Motion to Deny Summary Judgment Pending Completion of Discovery, dated May 3, 2021 (ECF Doc. No. 60)). Most of the rental properties are also income producing. It follows that the amount of the legal fees and costs sought to be paid by the Defendants on behalf of the Greers and the Yeshiva pales in comparison to the substantial assets that the Defendants will continue to own and which will remain enjoined by the TRO irrespective of the limited modifications sought by this motion.

A. The TRO Should Be Modified to Allow the Defendants to Pay Legal Fees and Costs Incurred by Greer and the Yeshiva.

As described above, Greer has incurred significant attorneys' fees and costs in connection with various criminal and civil matters stemming from his alleged sexual abuse of the Plaintiff. However, Greer's main source of income was the \$88,109 that he received in total compensation per year for serving as president of Edgewood Elm Housing, which he is no longer receiving pursuant to the TRO. Greer otherwise has no source of income and, consequently, no ability to pay legal counsel. To be clear, Defendants are not at this time seeking to modify the TRO as it concerns payment of Greer's salary to him. Rather, Defendants are requesting that the Court clarify or modify the TRO to allow Edgewood Elm Housing to pay the reasonable attorneys' fees and costs incurred by Greer in connection with the criminal and civil matters stemming from alleged sexual abuse. As a result, Defendants would pay such amounts directly to counsel (on behalf of but not through Greer).

Indeed, Edgewood Elm Housing is required, under the terms of its By-Laws, to pay Greer's legal fees in the civil and criminal matters. Specifically, Article VI of the By-Laws, entitled "Indemnification," provides as follows:

To the extent permitted or required under applicable law, if any director or officer is made a party to or is involved in any proceedings, civil or criminal, **arising out of or related to the activities of such director or officer of the Corporation**, the reasonable expenses, including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants, or other experts, incurred by such director or officer in such proceeding, and **shall** pay such director's or officer's expense incurred in such proceeding.

The Corporation shall indemnify and pay such expenses of an employee of the Corporation to the same extent as for a director or officer. (Emphasis added)

(A copy of Edgewood Elm Housing's By-Laws is attached as *Exhibit 1* hereto).

In applying the language from the By-Laws, there can be no dispute that the criminal and civil matters relating to Greer's alleged sexual abuse of Plaintiff – in which Greer incurred attorneys' fees and costs – “arose out of” or were/are “related to” his activities as an officer and employee of Edgewood Elm Housing. Indeed, Plaintiff alleged in the underlying action against Greer and the Yeshiva (and in the instant reverse-veil piercing action) that Greer used Defendants' properties to abuse him, and that the Defendants are imputed with knowledge of Greer's abuse by virtue of Greer's position as president of Edgewood Elm Housing. (*See, e.g.*, Compl., ¶¶ 20, 23). In fact, two of the entities whose properties were, and are, managed by Edgewood Elm – F.O.H. and Edgewood Village – were sued by Plaintiff in the underlying action, for alleged negligent and reckless supervision of Greer and/or their numerous respective properties. Significantly, however, Plaintiff withdrew these claims against certain of the Defendants just prior to the trial. *See Mirlis v. Greer, et al.*, No. 16-cv-678 (MPS) (D. Conn.), ECF Doc. No. 107 (Plaintiff's motion to amend complaint to drop the claims against F.O.H. and Edgewood Village).

Notwithstanding the withdrawal of his claims against F.O.H. and Edgewood Village, the overarching allegation that Greer had used his position at Edgewood Elm to facilitate his alleged abuse of Mirlis remained a key component of the underlying civil case. *See, e.g.*, 5/11/17 transcript, pp. 93-94 (questions to defendant Greer about alleged use of various properties he controlled to abuse Mirlis); 5/15/17 transcript, pp. 322-23 (Mirlis testimony about alleged abuse at various properties managed by Edgewood Elm/Greer). The same allegation, and overall theme, was also a vital part of the State's case in the ensuing criminal prosecution; Plaintiff testified to abuse at various locations managed by Edgewood Elm and Greer.

Greer is, therefore, entitled to indemnification from Edgewood Elm Housing for his past and continuing legal fees and disbursements incurred in connection with the criminal and civil matters relating to his alleged sexual abuse of Plaintiff.

Greer is, therefore, entitled to indemnification from Edgewood Elm Housing for his past and continuing legal fees and disbursements incurred in connection with the criminal and civil matters stemming from his alleged sexual abuse of Plaintiff.

Turning to the Yeshiva, as explained above, it is evident that it has always been funded through rental income donated by certain of the Defendants, *i.e.*, Yedidei Hagan, Edgewood Village, Edgewood Corners, and F.O.H. In the absence of this financial support, the Yeshiva would have no financial means to pay its counsel who has and continues to defend its interests. The Yeshiva has never been self-sufficient, which is the reason why the Defendants exist today. Indeed, the above-mentioned Defendants would be continuing to financially support the Yeshiva but for the instant matter and, specifically, the TRO that was issued by this Court. To be clear, however, the Defendants are not suggesting that the TRO be lifted at this time to allow them to continue to donate rental income to the Yeshiva; rather, they are requesting that the Court clarify or modify the TRO or allow them to pay for the reasonable attorneys' fees and costs incurred by the Yeshiva directly to counsel.

Just as the TRO allows the Defendants to pay their employee salaries and property expenses, so to should the TRO allow for these Defendants to pay the necessary legal fees incurred defending Greer, who is contractually entitled to indemnification as an officer and employee of Edgewood Elm.

B. The TRO Should Be Modified to Allow the Defendants to Prevent Foreclosure of the Yeshiva's Historic School Building.

For similar reasons, the TRO should be modified to allow the Defendants to provide the necessary funds for the Yeshiva to satisfy the judgment of strict foreclosure rendered in favor of Plaintiff in the Foreclosure Action. As explained above, the Yeshiva is primarily funded through the donation of rental income from all of the Defendants other than Edgewood Elm Housing. Without this funding, the Yeshiva not only lacks sufficient funds to pay its counsel for prior and continuing legal services, but will be unable to prevent the Plaintiff from foreclosing on the real property at 765 Elm Street in New Haven where its historic school building is located.

Approximately one month after he obtained the Judgment, Plaintiff filed a judgment lien on the only piece of real property that the Yeshiva owned. Later that month, Plaintiff commenced the Foreclosure Action in Connecticut Superior Court seeking to foreclose on that judgment lien. *See Mirlis v. Yeshiva of New Haven, Inc.*, Docket No. CV-17-6072389-S. Following a hearing, the trial court rendered a judgment of strict foreclosure, and the Yeshiva appealed the judgment. The judgment was upheld on appeal earlier this year, *see Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021), and the petition for certification to appeal to the Connecticut Supreme Court was recently denied.

Consequently, the Yeshiva is in immediate jeopardy of losing the property where its school is located and, in turn, everything that the Greers have been working toward dating back to 1977—including the reason why the non-profit Defendants even exist in the first place, *i.e.*, to support the Yeshiva and the Edgewood Park neighborhood. If Plaintiff is allowed to foreclose on the Yeshiva's school building, that would be the biggest threat to the continued existence of the Defendants, not this reverse-veil piercing action.

Finally, it is worth noting that Plaintiff does benefit from this modification of the TRO. Defendants are requesting to pay Plaintiff (on behalf of the Yeshiva) the fair market value of the property (as determined in the Foreclosure Action) to satisfy the judgment of strict foreclosure. Plaintiff receives funds now, and the Yeshiva keeps its school building and continues to operate. Again, the value of the property is significant, but not nearly as substantial when considered in light of the \$10 million worth of real properties owned by the Defendants that are still restrained in this veil-piercing action.

III. CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court clarify or modify the TRO in the manner requested herein.

DEFENDANTS,
EDGEWOOD ELM HOUSING, INC.;
F.O.H., INC.; EDGWOOD VILLAGE, INC.;
EDGEWOOD CORNERS, INC.; AND
YEDIDEI HAGAN, INC.,

By: /s/ Richard P. Colbert
Richard P. Colbert
Michael Schoeneberger
DAY PITNEY LLP
195 Church Street, 15th Floor
New Haven, CT 06510
T: (203) 752-5000
F: (203) 752-5001
rpolbert@daypitney.com
mschoeneberger@daypitney.com

CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2021, the foregoing Opposition to Plaintiff's Application for Prejudgment Remedy was filed electronically 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 to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system.

/s/ Richard P. Colbert
Richard P. Colbert

EXHIBIT 1

BY-LAWS OF
EDGEWOOD ELM HOUSING, INC.

Article I: Organization of Corporation

Section 1. Name. The name of the Corporation shall be Edgewood Elm Housing, Inc,

Section 2. State of Incorporation. The Corporation shall be incorporated in the State of Connecticut.

Section 3. Principal Office. The principal office of the Corporation shall be at a location in the State of Connecticut designated by the Board of Directors. The Board of Directors may designate other offices, both within and without the State of Connecticut, as may be required for the conduct of the Corporation's affairs,

Section 4. Purposes. The purposes of the Corporation shall be to facilitate, encourage and sponsor the construction, rehabilitation, ownership and management of housing for low and moderate income families and to further the other purposes enumerated in the Corporation's certificate of incorporation. The Corporation shall be a nonstock, nonprofit corporation within the meaning of Chapter 600 of the Connecticut general statutes. The corporation shall not have members.

Section 5. Powers. The Corporation shall have all of the powers available to a corporation under Chapter 600 of the Connecticut General Statutes and the Corporation's certificate of incorporation. Notwithstanding the aforesaid, the Corporation shall not have or exercise any power which is inconsistent with the Corporation's status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor law.

Section 6. Seal. The seal of the Corporation shall be in circular form and shall contain the name of the Corporation, the word "Connecticut" and the year "1989". The seal of the Corporation shall be in the custody of the secretary of the Corporation.

Article II: Board of Directors - General Provisions

Section 1. Power and Duties. The Board of Directors shall be self-perpetuating and shall have the Management and control of the property, business and affairs of the Corporation and may exercise all powers of the Corporation.

Section 2. Number and Qualification. The Board of Directors shall consist of at least three (3) directors but not more than five (5) directors. A director need not be a resident of the State of Connecticut.

Section 3. Term of Office. Each director shall hold office for a term of one (1) year commencing upon the adjournment of the director's meeting at which he is elected. Notwithstanding the aforesaid, each director shall continue to serve as such until the annual meeting of directors following his election as director and until the term of his successor has commenced. Also notwithstanding the aforesaid, a director shall cease to hold office upon his death, resignation, removal or upon the issuance of a court order or decree to the effect that he is no longer a director in office.

Section 4. Vacancies. Any vacancy in the Board of Directors (whether caused by death, resignation, or removal of a director or for any other reason whatsoever) shall be filled for the unexpired portion of the term at a special meeting of the directors which the president of the Corporation shall call for that purpose. The term of any director elected at such special meeting shall commence upon the adjournment of such meeting and shall continue until the term of his successor has commenced.

Section 5. Removal of Directors. At any time, any director may be removed, with or without cause or assignment of reason, by two-thirds (2/3) of the votes cast at a special meeting of directors called for that purpose. For the purposes of the Article II, Section 5, the director whose removal is under consideration may vote on the question. When any director is removed at a special meeting of the directors, a successor director may be elected at the same meeting.

Section 6. Resignation. Any director may resign his office by written resignation submitted to the secretary of the Corporation.

Section 7. Compensation and Expenses. The directors may receive compensation for their services and the Corporation shall reimburse all directors for reasonable expenses incurred in the performance of their duties.

Section 8. Directors' Committee. The Board of Directors may create one or more committees such as, but without limitation, an executive committee. Each such committee shall consist of three or more directors appointed by the president of the Corporation. Each such committee shall have and may exercise such authority of the Board of Directors as may be delegated to it by the Board of Directors. Each action by any such committee shall be reported to the Board of Directors at the meeting next succeeding such action. Each such action shall be subject to revision, alteration or approval by the Board of Directors.

Article III: Director's Meetings

Section 1. Location. All meetings of the directors of the Corporation shall be held at the principal office of the Corporation or at such other location in the State of Connecticut as may be designated by the Board of Directors.

Section 2. Date and time of Annual Meeting. The annual meeting of the directors of the Corporation shall be held on December 31st of each year except that, if December 31st is a Sunday or a legal holiday, the annual meeting of the directors of the Corporation shall be held on the first business day preceding. The annual meeting of the directors of the Corporation shall commence at 9:00 a.m. or at such other time as may be designated by the Board of Directors.

Section 3. Purpose of Annual Meeting. At the annual meeting, the directors shall (subject to the limitation of Article II, Section 1) determine the number of directors of the Corporation for the forthcoming year, shall elect directors and officers of the Corporation, shall review the affairs and

activities of the Corporation during the preceding year and shall transact any other business which is properly brought before the meeting by a director present.

Section 4. Special Meeting. In addition to the annual meeting of the directors of the Corporation, special meetings of the directors may be called at any time (a) by the president of the Corporation or (b) by the written demand of any two (2) directors.

Section 5. Purpose of Special Meetings. No business may be transacted at a special meeting of the directors of the Corporation unless such business is specified in the notice provided for in Section 7.

Section 6. Notice of Annual Meeting. Not less than five (5) nor more than ten (10) days before each annual meeting of the directors of the Corporation, the secretary of the Corporation shall furnish written notice of such meeting to all directors of the Corporation. Such notice shall specify the place, date and time of such annual meeting. Such notice shall be furnished in person to each director or shall be mailed to each director at his principal place of residence. In the event that notice of the annual meeting is mailed, such notice shall be deemed to have been furnished on the date when mailed by U.S. Mail, registered, postage prepaid.

Section 7. Notice of Special Meeting. Not less than five (5) nor more than ten (10) days before each special meeting of the directors of the Corporation, written notice of such meeting shall be furnished to all directors of the Corporation. If a special meeting is called by the president of the Corporation, such notice shall be furnished by the secretary of the Corporation. If a special meeting is called by directors in their capacity as such, such notice shall be furnished by such directors. Such notice shall specify the place, date and time of the special meeting and the business to be transacted at such meeting as determined by the person or persons calling such meeting. Such notice shall be furnished in person to each director or shall be mailed to each director at his principal place of residence. In the event that notice of the special meeting is mailed, such notice shall be deemed to have been

furnished on the date when mailed by U.S. Mail, registered, postage prepaid.

Section 8. Waiver of Notice. Before or after any special or annual meeting of the directors of the Corporation, any director may waive, in writing, the notice provided for in Section 6 or Section 7. If any director attends in person a meeting of the directors and if such director did not receive the notice provided for in Section 6 or Section 7, such director shall be deemed to have waived such notice by his personal attendance. Any meeting with respect to which all directors have waived the notice to which they are entitled (whether such waiver is in writing or by personal attendance) shall be as legal and valid as if all such directors had received the notice as provided for in Section 6 or Section 7.

Section 9. Directors' Consent. Any resolution approved, in writing, by all directors of the Corporation shall be valid and shall have the same force and effect as if such resolution had been adopted by all the directors at a meeting properly called and held for that purpose. All resolutions adopted pursuant to this Section 9 shall be recorded in the minute book of the Corporation by the secretary of the Corporation.

Section 10. Quorum. The presence of the majority of the directors then serving shall constitute a quorum for the transaction of business at any special or annual meeting of the directors of the Corporation. The directors present at a validly called and convened meeting at which a quorum was present may continue to transact business notwithstanding the withdrawal from such meeting of enough directors to leave less than a quorum.

Section 11. Adjournment of Meeting. If a quorum is not present at any meeting of the directors, a majority of the directors present at such meeting may adjourn the meeting to a time for reconvening agreed upon by them. Notice of such adjournment and the time for reconvening shall be given by the secretary of the Corporation to the directors not present. If a quorum is present at any meeting of the directors, a majority of such directors may adjourn the meeting from day to day. No notice of such adjournment need to be given to the directors not present. If any special or annual meeting of the directors is

adjourned, when such meeting is reconvened, any business may be transacted which could have been properly transacted at the meeting as originally called.

Section 12. Number of Votes of Each Director. Except as provided for in Article III, Section 14, on each matter submitted to a vote at a meeting of the directors, such director present shall be entitled to cast one (1) vote.

Section 13. Method of Voting. At any special or annual meeting of the directors, voting on any question shall be by written ballot if required by law or if demanded by a director present. Otherwise, voting shall be a voice voted, At all meetings of the directors of the Corporation, all matters shall be decided by a simple majority of the votes cast unless Chapter 600 of the Connecticut General Statutes or other provisions of these by-laws require more than a simple majority of the votes cast.

Section 14. Election of Officers and Directors. At each election for officers and directors of the Corporation, every director present shall be entitled to cast one (1) vote for each office to be filled and to cast one (1) vote for each directorship to be filled. If, at any meeting of the directors, more than one (1) candidate is nominated for an y particular office, the candidate receiving the highest total of votes case shall be elected to such office. If, at any meeting of the directors, there are more candidates directorships then there are directorships to be filled, the candidates receiving the highest totals of the votes cast shall be elected directors. There shall be no cumulative voting.

Section 15. Chairman of Directors' Meeting. The president of the Corporation, or in his absence, the vice-president of the Corporation shall preside at all meetings of the directors. If neither the president nor the vice-president is present, the Board of Directors may appoint any director to act as chairman of such meeting.

Section 16. Secretary of Directors' Meeting. The secretary of the Corporation shall act as secretary of all meetings of the directors. In his absence, the chairman of the meeting may appoint any director of the Corporation to act as secretary of such meeting.

Article IV: Officers - General Provisions

Section 1. Number and Qualification. The officers of the Corporation shall consist of a president, a secretary and a treasurer. In addition, the directors may elect a vice-president if the deem it necessary or useful for the conduct of the Corporations affairs.

Section 2. Term of Office. Each officer shall hold office for a term of one (1) year commencing upon the adjournment of the director's meeting at which he is elected. Notwithstanding the aforesaid, each officer shall continue to serve as such until the annual meeting of directors following his election as officer and until the term of his successor has commenced. Also notwithstanding the aforesaid, an officer shall cease to hold office upon his death, resignation, removal or upon the issuance of a court order or decree to the effect that he s no longer a officer in office.

Section 3. Vacancies. Any vacancy in an office of the Corporation (whether caused by the death, resignation, or removal of an officer or for any other reason whatsoever) shall be filled for the unexpired portion of the term at a special meeting of the directors which the president of the Corporation shall call for that purpose. The term of any officer elected at such next meeting shall commence upon the adjournment of such meeting and shall continue until the next annual meeting of the directors and until the term of his successor has commenced.

Section 4. Removal of Officers. At ant time, any officer may be removed, with or without cause or assignment of reason, by two-thirds (2/3) of the votes cast at a special meeting of directors called for that purpose. When any officer is removed at a special meeting of the directors, a successor officer may be elected at the same meeting.

Section 5. Resignation. Any officer of the Corporation may resign his office by written resignation submitted to the secretary of the Corporation.

Section 6. Compensation and Expenses. The officers of the Corporation may receive compensation for their services and the Corporation shall reimburse all officers for reasonable expenses incurred in the performance of their duties.

Article V: Officers - Particular Duties and Powers

Section 1. President. The president shall be the chief Executive and administrative officer of the Corporation. Subject to the authority of the Board of Directors, he shall exercise control and supervision over the property, business and affairs of the Corporation, its officers and its employees. The president of the Corporation shall preside at all meetings of the Board of Directors. He may sign, execute, and deliver in the name of the Corporation powers-of-attorney, contracts, bonds, and other obligations of the Corporation. The president of the Corporation shall enforce these by-laws and shall see that all orders of the Board of Directors are carried into effect.

Section 2. Vice-President. The Vice-President shall perform such duties as may be assigned to him by the Board of Directors or by the president. In case of the death, disability or absence of the president, the vice-president shall fulfill all the duties and be vested with all the powers and responsibilities of the president of the Corporation.

Section 3. Secretary. The secretary shall keep the minutes of the meetings of the Board of Directors. He shall provide such notices as required by these by-laws. The secretary shall be custodian of the books and records of the Corporation and shall affix the seal of the Corporation when required.

Section 4: Treasurer. The treasurer shall be the chief financial officer of the Corporation and shall have charge and custody of and be responsible for all funds and securities of the Corporation. The treasurer shall keep full and accurate financial records including all receipts and disbursements of the

Corporation. He shall deposit all monies in the name and to the credit of the Corporation in depositories designated by the Board of Directors and shall make such disbursements as are authorized by the Board of Directors.

* Article VI: - Indemnification *

To the extent permitted or required under applicable law, if any director or officer is made a party to or is involved in any proceedings, civil or criminal, arising out of or related to the activities of such director or officer of the Corporation, the Corporation shall indemnify any such director or officer from any reasonable expenses, including but not limited to expenses of investigation and preparation, and fees and disbursements of counsels, accountants, or other experts, incurred by such director or officer in such proceeding, and shall pay such director's or officer's expenses incurred in such proceeding.

The Corporation shall indemnify and pay such expenses of an employee of the Corporation to the same extent as for a director or officer.

Article VII: Fiscal Year

The fiscal year of the Corporation shall end on such date as may be designated by the Board of Directors.

Article VIII: Bills, Notes, Etc.

All bills payable, notes, checks, drafts, warrants and other negotiable instruments of the Corporation shall be made in the name of the Corporation and shall be signed by the president, by the treasurer or by such other officer of the Corporation as the directors may designate. No other officer, employee or agent of the Corporation, either singly or jointly, shall have the power to make any bill payable, note, check, draft, warrant or other negotiable instrument or to endorse the same in the name of the Corporation, or to contract or cause to be contracted any debt or liability in the name or on behalf of the Corporation.

Article IX: Dissolution, Liquidation or Termination

Upon the dissolution or liquidation of the Corporation or upon the termination of the Corporation's activities, the assets and income of the Corporation shall be distributed to one or more organizations, selected by the Board of Directors, which are tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor law. In the event of such dissolution, liquidation or termination, under no circumstances shall any asset or income of the Corporation revert, be distributed or inure to the benefit of any individual or of any organization which is not tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor law.

Article X: Amendment of By-laws

The by-laws of the Corporation may be altered, amended, or repealed by the majority of the votes cast at any validly called and convened meeting of the directors. Notwithstanding the aforesaid, the by-laws of the Corporation may not be altered, amended or repealed unless the notice required by Article III, Section 6 or by Article III, Section 7 of these by-laws indicates that such alteration, amendment or repeal will be proposed.