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Kreindler & Relkin, P.C. 500 Fifth Avenue, New York, New York, 10110

## Puccini Clothes, Ltd.

Gentlemen:

1a. Finally, yesterday, for the first time, you confessed that about four (4) years ago, your clients, Citibank, N.A. and Jerome H. Barr took "approximately \$6,500" from judicially entrusted funds, in the form of seventeen (17) checks drawn upon Puccini's bank account after its affairs and assets became custodia legis.

Now, you must return twice that amount (General Business Law §1208) to Puccini, with interest!

- b. This is in addition to any other monies or assets taken by you or your clients, direct or indirect, with the same statutory formula, including the "laundered" monies from Puccini in payment of the bill rendered to you or your clients for \$6,200 by Rashba & Pokart.
- c. Since you and your clients engineered this larcenous rape of Puccini's judicially entrusted assets, any lack of recovery, will be your ultimate liability, including the cost for such effort!
- 2a. In view of your belated confession, demand is now made that you explain the perjurious affidavit executed by your client, Citibank, N.A., to Mr. Justice Thomas V. Sinclair, Jr., wherein it stated:

"The unsupported and baseless charge that the Estate has dissipated the assets of Puccini Clothes, Ltd. is totally false. The Estate has received no monies whatsoever from Puccini Clothes, Ltd." [emphasis supplied]

Kreindler & Relkin, P.C.

b. Your lackeys, the Receiver and his law firm, will be held responsible for any deficiency in the aforementioned payment, particularly since they knew of the aforesaid perjurious affidavit, and other unlawfully dissipated assets, and said nothing, causing an immediate liability to Puccini of almost \$500,000 as a result thereof.

Judicial records reveals the obvious price you paid for their silence -- for their betrayal of a judicial trust -- not to oppose any claim they might make for fees!

- 3a. Once pressured, the only way you knew to possibly conceal this larceny, was to have your chosen accounting firm perform the necessary work!
- b. Having deceived Hon. John V. Lindsay, the initially appointed Receiver to "delay qualification" by your ex parte communication; and Hon. Thomas V. Sinclair, Jr., by a perjurious affidavit, in assuring His Honor that everything regarding Puccini was in proper order -- you then chose Hon. Martin H. Rettinger as your next victim!
- 4a. You induced the Receiver to deceive the Court, by non-disclosure, and have it appoint your chosen accounting firm to investigate you and the firm you used to wash monies on your behalf!

Your lackeys agreed to cooperate! The Receiver was to seek the imprimatur of the Court for such appointment, without disclosing the disqualifying factors.

Of course neither you, the Arutt, and the Rashba firms would make any disclosure to the Court either!

b. Could there be anything more absurd than, by your engineered deceit, having a Court, on behalf and at the expense of Puccini, appoint an investigator to investigate his own client's derelictions, and those jointly involved.

The rapee was going to compensate the rapors under the aegis of "professional services"!

- 5a. Once you and your co-conspirators obtained the Order of April 6, 1983, you realized that no one could possibly conceal the extensive defalcations -- even the jettisoning of most of Puccini's financial books and records would not be sufficient!
- b. Thus, the Receiver's law firm, first delayed notifying Rashba of the Order and then misstated the nature of their report.
- c. Seven (7) months later, on November 7, 1983, four (4) days after Barr v. Puccini (97 A.D.2d 696, 468 N.Y.S.2d 332 [lst Dept.]), I and Mr. Raffe's representative were afforded a very short inspection of only a few of Puccini's books and records, and you and the Receiver's law firm knew the long imposed deceit on various judges and the judicial system could not be contained any longer!
- d. The Receiver's law firm tried to exonerate itself, at least, for the long delayed accounting report, so it back-dated and hand-delivered a letter of instructions to Rashba!
- e. It took Rashba about four (4) months attempting to conceal, what could not possibly be concealed, and consequently only a portion of this "sting" was clearly exposed!

Even as late as February 24, 1984 -- nine (9) days before the Rashba report of March 5, 1984, the Receiver, optomistic that concealment was still possible, was to tell the Federal Court:

"We have been advised by R&P that we appear to have in our possession all of the books and records maintained by a company such as Puccini except for certain monthly checking statements which predate my appointment as Receiver." (at p. 8)

"There is at present no evidence which would demonstrate or suggest that Puccini's assets were wrongfully dissipated prior to my appointment." (at p. 11)

The next judicial victim of this programmed deceit was to be Honorable Thomas C. Platt!

- f. In fact the Rashba firm was compelled to admit that most of Puccini's financial books and records, totally in the exclusive possession of the Kreindler entourage since June 4, 1980, were now missing and that in every category of assets -- the funds could not be traced!
- 6a. The Kreindler firm, in its affidavit received yesterday, states that the seventeen (17) checks from Puccini, totalling "approximately \$6,500" was for rent and utilities due its clients.

Who crowned you, the Kreindler firm, as the unilateral arbiters to determine where judicially entrusted funds were to be disbursed, particularly when such conduct was specifically prohibited by everyone except the appointed Receiver, Hon. John V. Lindsay?

b. More important, the seven (7) months rent surfaces the extent of the misappropriation of the inventory!

Who would pay \$6,500 for rent and utilities in order to dispose of \$512 in inventory!

Obviously, there must have been a great deal more than \$17,512 worth of inventory, counted and evaluated by the rapors, if it took more than seven (7) months to dispose of same! Only those who still believe in the "tooth fairy", would believe otherwise.

Even with that, only \$512 can be accounted for by the Kreindler & Relkin accountants!

- 7. The problem with the Rashba report is that it attempts to conceal in twenty-seven (27) pages, what could have been clearly revealed in two (2) pages.
- a. It was obvious that when the Rashba firm failed to reveal where the \$6,200 "laundered" monies came from, it was because it would openly reveal a conflicting relationship and monies wrongfully withheld from Puccini which could not be justified under any circumstances.

Thus, the Arutt firm returned, four (4) years later, \$3,800 and disclosed thereby its own check to Rashba for \$6,200!

The return of such monies were not due to the Rashba report, but the hearings ordered by Hon. Alfred M. Ascione on May 15, 1984!

b. The Rashba report of March 5, 1984, did not wish to clearly show the purported selling expense, and designate it as such, including the \$6,500 to the Kreindler clients, because it would have revealed that the \$17,510 figure for inventory [given to them by the rapors], was absurd!

A clear statement of the selling cost claimed for the \$17,510 inventory, supposedly existing on June 4, 1980, for which only \$512 could be accounted for is lost on page 7 of the Rashba Report.

c. Had the "compelled" Rashba report of March 5, 1984, filed in Federal Court, begun with a crystal clear full statement of its relationship with the involved parties -- then the reader would know that the misconduct revealed, including its own, was a minimum disclosure.

8. Within ten (10), demand is hereby made, that in addition to the foregoing, you will make application to each and every judge having made a disposition of any Puccini related matter, requesting reargument and renewal, setting forth in crystal clear unambiguous terms a fair version of the correct operative facts.

Very truly yours,

GEORGE SASSOWER

GS/h

(Certified/Mail)

cc: Hon. Eugene H. Nickerson

Court of Claims #69298 (6/12/84) Feltman, Karesh & Major, Esgs.

Kreindler & Relkin, P.C.

Arutt, Nachamie, Benjamin, Lipkin & Kirschner, P.C.

Hon. Robert Abrams

D'Amato & Lynch, Esqs.

Schneck, Weltman, & Ives, Esqs.

Webster & Sheffield, Esqs.

Clerk, U.S. Dist. Ct., E.D.N.Y. (84 Civ 0305 [EHN])

(Partial List)

Hon. Alfred M. Ascione .

Hon. Beverly S. Cohen

Hon. Ethel B. Danzig

Hon. Michael J. Dontzin

Hon. Louis Grossman

Hon. Martin Evans

Hon. Donald Diamond

Hon. Irving Kirschenbaum

Hon. Alvin F. Klein

Hon. Richard S. Lane

Hon. Frank Lewis

Hon. Martin H. Rettinger

Hon. David B. Saxe

Hon. Seymour Schwartz Hon. Thomas V. Sinclair, Jr. Hon. Andrew R. Tyler (6/4/84 #78)