UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

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GEORGE SASSOWER,

Plaintiff,

-against-

FIDELITY & DEPOSIT COMPANY OF MARYLAND; WEST PUBLISHING COMPANY; MEAD DATA CENTRAL, INC; LAWYERS COOPERATIVE PUBLISHING COMPANY; NEW YORK LAW JOURNAL CO.; KREINDLER & RELKIN, P.C.; CITIBANK, N.A.; LEE FELTMAN; FELTMAN, KARESH, MAJOR & FARBMAN; ARUTT, NACHAMIE, BENJAMIN, LIPKIN & KIRSCHNER, P.C.; ROBERT ABRAMS; DAVID S. COOK; RICHARD LISKOV; CAROLYN CAIRNS OLSON; RONALD P. YOUNKINS; SOL WACHTLER; JUDITH S. KAYE; JOSEPH W. BELLACOSA; FRANCIS T. MURPHY; THEODORE R. KUPFERMAN; XAVIER C. RICCOBONO; IRA GAMMERMAN; ALVIN F. KLEIN; DAVID B. SAXE; DONALD DIAMOND; MILTON MOLLEN; WILLIAM C. THOMPSON; ERNEST L. SIGNORELLI; ANTHONY MASTROIANNI; GARRETT W. SWENSON, JR.; HOWARD M. BERGSON; HYMAN RAFFE; A.R. FUELS, INC.; ROBERT H. STRAUS; MICHAEL A. GENTILE; GARY L. CASELLA; HAL R. LIEBERMAN; JON O. NEWMAN; THOMAS J. MESKILL; JAMES L. OAKES; WILFRED FEINBERG; GEORGE C. PRATT; ROGER J. MINER; CHARLES L. BRIEANT; WILLIAM C. CONNER; GERARD L. GOETTEL; THOMAS P. GRIESA; PETER K. LEISURE; EUGENE H. NICKERSON; THOMAS C. PLATT; ALLYNE R. ROSS; ROBERT W. SADOWSKI; STEVEN G. BREYER; DENIS DILLON; SNITOW & PAULEY; WILLIAM J. YOUNG, and JACK L.B. GOHN,

Defendants.

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Case #93Civ.2268
U.S.D.J. Graham
Amended Complaint
Jury Trial Demanded

Plaintiff, as and for his amended complaint, made as "of course"[1], sets forth and alleges.

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[1] McLellan v. Mississipi P&L (526 F.2d 870, 872-873 [5th Cir.-1976]), modified on other grounds, (545 F.2d 919 [5th Cir.-En Banc.-1977]) (see Bonner v. City, 661 F.2d 1206 [11th Cir.-1981])

EXHIBIT B

1. Plaintiff brings this action directly under the Constitution and Laws of the United States, with jurisdiction in the U.S. District Court existing by virtue of 28 U.S.C. §1331, §1343, and 18 U.S.C. §1964.

2a. The defendants, FIDELITY & DEPOSIT COMPANY OF MARYLAND ["F&D"]; WEST PUBLISHING COMPANY ["West"/"Westlaw"]; MEAD DATA CENTRAL, INC ["Lexis"]; LAWYERS COOPERATIVE PUBLISHING COMPANY ["LCPC"]; NEW YORK LAW JOURNAL CO. ["NYLJCo"]; and CITIBANK, N.A. ["Citibank"] do business in this judicial district within the meaning of 28 U.S.C. §1391[c].

b. All the defendants in this action, whether specifically named or not, are acting in conspiratorial consort with each other, which includes efforts to deny plaintiff access to the courts in the New York-Second Circuit and other courts, estopping them from any claim of an improper venue.

c. This action, and all its causes, are "cases or controversies" within the meaning of Article III of the U.S. Constitution, which have not previously been adjudicated at a full and fair hearing, and wherein res judicata is an appropriate or valid plea.

3a. This is a personal capacity action against, inter alia, state officials, who are intentionally acting contrary to legitimate state and federal interests in order to advance and satisfy personal racketeering interests, and clearly not in the "scope" of their offices.

b. This action is not against any state sovereign, directly and/or indirectly, and in view of the Eleventh Amendment to the U.S. Constitution, it could not be.

c. Plaintiff specifically disclaims any intention in burdening any state sovereign for the satisfaction of any judgment that might be recovered or for the cost of any defense representation.

4a. Similarly, this is a personal capacity action against, inter alia, federal officials, who are intentionally acting contrary to legitimate federal interests in order to advance and satisfy personal racketeering desires, and clearly not in the "scope" of their offices.

b. This is not an action against the federal government, or any of its officers in their official capacities; no allegation is being made that any 28 U.S.C. §2675 notice of claim has been filed for the causes of action alleged herein; no judgment is sought by plaintiff against the United States, nor does plaintiff seek to impose any financial burden upon the United States for any defense representation.

c. The misconduct of the federal defendants was performed jointly with state and local actors, acting under "color of law", consequently the federal defendants' misconduct also violated 42 U.S.C. §1983.

5a. Plaintiff, is a born American citizen, battle-starred veteran of World War II, a private person, who has not voluntarily thrust himself into matters of public controversy.

b. Plaintiff, by reason of the aforementioned, is entitled to all rights, privileges and immunities guaranteed by the Constitution and the Laws of the United States.

AS AND FOR A FIRST CAUSE OF ACTION AS AGAINST FIDELITY & DEPOSIT COMPANY OF MARYLAND.[=]

6a. On June 4, 1980, PUCCINI CLOTHES, LTD. ["Puccini"] was involuntarily dissolved by Order of the SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK ["SCNY"].

b. Albeit its dissolved status, Puccini remained a "person" within the meaning of XIV Amendment of the U.S. Constitution.

c. Upon such involuntarily dissolution, Puccini's assets and affairs became custodia legis, held under "color of law", within the meaning of 42 U.S.C. §1983.

7a. On or about the 1st day of February, 1982, LEE FELTMAN ["Feltman"] was appointed as the court-appointed receiver, conditioned on his filing of a surety bond in the sum of five hundred thousand dollars ($500,000), a surety bond which F&D issued.

b. The F&D surety bond, expressly and/or impliedly, was for the benefit of those who might be injured as a result of the unfaithfulness or neglect of Feltman.

[=] All prior allegations are thereby incorporated in subsequent causes of action by reference.

8a. Almost immediately upon assuming his duties as a court-appointed receiver, Feltman began to conspire with KREINDLER & RELKIN, P.C. ["K&R"], the law firm who, with Citibank, engineered the massive larceny of Puccini's judicial trust assets.

b. The essence of the K&R-Feltman agreement was that Feltman was to conceal such massive larceny of Puccini's judicial trust assets, make no attempt at recovery on behalf of his judicial trust, in consideration for which there would be transferred to Feltman the balance of Puccini's tangible assets, for his criminal cooperation in the matter.

c. Since the maximum compensation of a court-appointed receiver is restricted by statute, the co-conspirators agreed that statutory limitation would be circumvented by transferring the balance of Puccini's tangible assets to Feltman's law firm, FELTMAN, KARESH & MAJOR, Esqs. ["FK&M"], thereafter FELTMAN, KARESH, MAJOR & FARBMAN, Esqs. ["FKM&F"], under the guise of legal fictitious legal services for Puccini -- when in fact they performed none.

9a. However, since neither FK&M nor FKM&F were appointed by the court, were not designated under the mandatory procedures set forth in 22 NYCRR §660.24, they were not entitled to anything, even if they had performed services beneficial to Puccini, and they clearly did not.

b. 22 NYCRR §660.24[f] provided:

> "Any appointment made without following the procedures provided in this section, shall be null and of no effect and no person so appointed shall be entitled to recover any compensation for the services rendered or claimed to have been rendered."

10a. To further conceal such massive larceny, Feltman petitioned the court for the appointment of RASHBA & POKART ["R&P"], as the court-appointed investigatory accountants, to investigate the charges that Puccini's judicial trust assets had been made the subject of larceny by the firms of K&R and ARUTT, NACHAMIE, BENJAMIN, LIPKIN & KIRSCHNER, P.C. ["ANBL&K"].

b. In making such application for the appointment of R&P, as investigatory accountants, Feltman concealed that R&P were the accountants for K&R and/or Citibank in the Puccini matter, and there was due R&P the sum of $6,200 for accounting services.

c. Feltman also did not reveal that ANBL&K had previously unlawfully taken $10,000 from Puccini's trust assets, with R&P falsely attempted to disguise as "legal fees", gave $6,200 of such $10,000 to R&P in satisfaction of the K&R indebtedness, keeping for itself the sum of $3,800 as a "laundering fee".

11a. In every American jurisdiction, a court-appointed receiver must, by a public filing, account for his stewardship. In New York such accounting must be filed "at least once a year" (22 NYCRR §202.52[e]).

b. However, because of such massive larceny, no true accounting could be filed without exposing the aforementioned criminal conduct, and consequently, not a single accounting has been filed, as the defendant, F&D, actually knows.

12a. Plaintiff's contractual based, constitutional protected, assets in Puccini include: (a) a wholly unsatisfied money judgment against Puccini in the sum of $27,912.42, with interest; (b) contractually based equitable liens on the stock of Puccini held, actually and/or constructively, by: (1) EUGENE DANN ["Dann"], and (2) ROBERT SORRENTINO ["Sorrentino"]; (c) a contractually based equitable lien on the stock of Puccini held, actually and/or constructively, by HYMAN RAFFE ["Raffe"]; (d) a contractually based equitable lien on a judgment and/or claim in favor of Raffe against Puccini in Barr v. Raffe (SCNY Index # 21208-1979 -- hereinafter "Barr #1"); and (e) an equitable lien on a judgment and/or claim in favor of Raffe against Puccini in Barr v. Raffe (SCNY Index # 16792-1980 -- hereinafter "Barr #2").

b. The total sum of the aforementioned exceeds the sum of $500,000.

AS AND FOR A SECOND CAUSE OF ACTION AS AGAINST FIDELITY & DEPOSIT COMPANY OF MARYLAND.

13a. In 1970 EUGENE PAUL KELLY ["Kelly"] established the GENE KELLY MOVING & STORAGE, TRUSTS ["Kelly Trusts"], as New York County trusts, with plaintiff as trustee.

b. From its inception, and continuously ever since, to the present date, the plaintiff was and is the trustee of such trusts.

14a. Kelly's Last Will and Testament named plaintiff as the executor, and DORIS L. SASSOWER, Esq. ["DLS"], as the alternate executrix.

b. Upon Kelly's death in 1972, plaintiff qualified and was appointed the sole Executor of ESTATE OF EUGENE PAUL KELLY ["Kelly Estate"] by the former Surrogate of Suffolk County.

15a. Several months prior to March of 1977 Surrogate ERNEST L. SIGNORELLI ["Signorelli"] approved of a proposed sale of some real property in the Kelly Estate by plaintiff, and directed that plaintiff sign a contract for its sale.

b. Until March of 1977, everyone, including Surrogate Signorelli, recognized plaintiff as the sole executor of the Kelly Estate.

c. As stated in the Report of Hon. ALOYSIUS J. MELIA ["Melia"] of February 4, 1982, after seventeen (17) days of hearings, where everyone involved was afforded due process, which Report was unanimously confirmed by the Appellate Division (p. 61):

> "Indeed, in this period, on October 21, 1976, on the record, the Surrogate ordered the respondent [plaintiff] to sell the house. He could only do so as executor (Ex. BP)
>
> The respondent [plaintiff] prepared and entered into a contract to sell on December 2, 1976. The Surrogate then aborted the deal.
>
> More than a year later, after paying additional taxes, the Public Administrator [Anthony Mastroianni] sold the house to the same party for the same price.
>
> On July 6, 1976, papers were prepared by the respondent [plaintiff] in the court room, by court personnel, and signed by the Surrogate. These papers purportedly still recognized the respondent [plaintiff] as executor. (Ex. CD (Ex AR)

On March 25, 1977 the Public Administrator was appointed temporary administrator. (Ex. 24)

The respondent has always maintained that he was improperly and illegally removed as executor. He has never received any fee." [emphasis supplied]

d. The Report of Judge Melia further stated (p. 2):

"Indeed, to date, neither the respondent [plaintiff] as executor of the Kelly estate, nor his wife [DLS] as attorney, has received any fee or expenses for a great deal of work performed."

16. ANTHONY MASTROIANNI ["Mastroianni"] assumed his stewardship of the Kelly Estate under the written representation that he was bonded by F&D, which was true or which was believed by everyone to be true, a bond being required by statute, custom and usage.

17a. Plaintiff appealed the without due process removal by Surrogate Signorelli, but the Appellate Division held, in effect, that the appeal would have to be from the final order and judgment which terminated the Kelly Estate.

b. Promptly, after such denial of plaintiff's right to appeal at that juncture, plaintiff turned over to Mastroianni, the books, records and assets of the Kelly Estate, insofar as they were in plaintiff's possession or under his control.

c. Plaintiff never had possession or control of certain financial records held by ALBERT BARANOWSKY ["Baranowsky"], the personal accountant for Kelly.

18a. Plaintiff was aware of the "in-office" misconduct of Surrogate Signorelli and clearly stated his intention to "blow the whistle" if the assets in the Kelly Estate were to be dissipated for private Signorelli/Mastroianni purposes.

b. Consequently Signorelli, Mastroianni and his attorney, who was in fact Signorelli's political campaign manager, began to harass and terrorize plaintiff, DLS, and their children, at Kelly Estate and governmental expense, in an attempt to compel plaintiff's silence.

c. The pretext of such terrorism was the false and perjurious assertion that plaintiff did not turn over to Mastroianni the Kelly Estate books and records.

19a. The aforementioned terrorism included the adjudication, three (3) times, plaintiff guilty of non-summary criminal contempt based upon the perjurious Mastroianni applications that plaintiff had not turned over the Kelly Estate books and records, resulting in plaintiff's incarceration--twice --.

b. Each non-summary criminal contempt conviction, a constitutionally protected offense, was without a trial, without the opportunity for a trial, without any confrontation rights, in absentia, without due process, without the right of allocution, without any live testimony in support thereof, and without any constitutional or legal waiver thereof.

c. Signorelli/Mastroianni demanded and insisted that plaintiff turn over to them `phantom' books and records, which they, not plaintiff, had in their possession.

20a. Both arrests of plaintiff were in Westchester County, with his direct removal to Suffolk County, about 100 miles distant, for his incarceration.

b. Plaintiff's second arrest, along with a physical beating on route from Westchester to Suffolk County, resulted also in the incarceration of DLS and one of their daughters for simply presenting a writ of habeas corpus directing plaintiff's immediate release on his own recognizance.

c. While plaintiff, DLS and one of their daughters were incarcerated, Signorelli communicated with defendant, Presiding Justice MILTON MOLLEN ["Mollen"], in an ex parte and unlawful attempt to have the nisi prius jurist, Hon. ANTHONY J. FERRARO ["Ferraro"] revoke and/or modify his writ of habeas corpus.

d. Mr. Justice Ferraro stood firm, refused such improper request, and instead read the "riot act" to the Suffolk County officials, resulting in the release of plaintiff and his family.

e. ERICK F. LARSEN, Esq. ["Larsen"], former Assistant Suffolk County Attorney, and who was in charge of these matters, in his deposition of September 18, 1984 (p. 64) stated:

> "I have made that absolutely clear to you. That there was no case, no authority, no anything to justify what occurred twice over in Surrogate's Court" [emphasis as testified].

21a. Mastroianni, after the confirmed report of Judge Melia, along with plaintiff's refusal to submit to any code of silence concerning judicial misconduct and improprieties in Suffolk County, including that of Signorelli and Mastroianni, were now no longer able to employ the false excuse of the absence of books and records for not settling his account in the Kelly Estate matter.

b. Consequently, through his third attorney, Mastroianni executed a petition dated December 17, 1984 requesting the settlement of his account in the Kelly Estate.

c. In such Mastroianni petition which, on information and belief, he or his attorney served on F&D, Mastroianni sought to surcharge plaintiff more than $100,000 (inclusive of interest) for his alleged misconduct.

d. Plaintiff served, including upon F&D, and filed his answer to such petition.

e. At no time, during such settlement proceedings, did F&D advise the Court, Mastroianni, his attorney, or plaintiff that it did not cover Mastroianni under its statutory mandated bond(s), although they knew that the aforementioned believed such coverage existed, now estopping F&D from claiming otherwise.

22a. The hearings on the settlement of the Mastroianni account revealed that <u>all</u> disposable assets in the Kelly Estate were employed for the payment of the monetary, personal, and political obligations of Signorelli and/or Mastroianni, and/or by reason of Mastroianni's gross neglect, leaving nothing for the

payment for plaintiff's services and/or reimbursement for plaintiff's disbursements.

b. Included in the wrongful disposal of Kelly Estate assets, was the payment to Mastroianni's third attorney in the Kelly Estate of a substantial fee from Kelly Estate assets, which should not have been charged against and/or paid by the estate.

c. Neither plaintiff, nor DLS [who was not even served], received any award for their services or disbursements, simply because of the misconduct of Mastroianni, wherein nothing was left in the Kelly Estate.

d. Mastroianni could not show any damage resulting from any alleged misconduct of plaintiff, and the surcharge claim against plaintiff was dismissed.

23a. Surfacing during the 1985 settlement hearings was the fact Mastroianni communicated with Baranowsky in 1977, and had in his possession prior to the first contempt proceedings, Kelly's books and papers, as well as those previously possessed by plaintiff.

b. This fact was confirmed by Mastroianni's first attorney's letter which read:

> "We have already contacted Mr. Baranowsky in 1977 who turned over to us all records in his possession" [emphasis supplied]

c. Included in the decision on the settlement hearings was the following:

> "The evidence failed to establish that Mr. Sassower did not turn over any documents which justifiably prevented the Public Administrator ["Mastroianni"] from closing out the Estate in 1980."

24a. After the 1985 hearings on the settlement of Mastroianni's accounting, which despite drastic reductions of claims made, left nothing, Mastroianni learned and/or recognized that there was a substantial tax penalty by reason of his failure to pay estate taxes that were due on the Kelly Estate.

b. Such tax penalty surcharge was clearly not the ultimate burden of the Kelly Estate or the Kelly Trusts, but rather that of Mastroianni personally, F&D, and/or the County of Suffolk.

c. Nevertheless, without any due process whatsoever, Mastroianni seized all the assets of the Kelly Trusts in order to pay such tax penalty and other expenses.

25a. On appeal, Mastroianni and his attorneys, intentionally did not serve plaintiff, and the matter was disposed of without plaintiff's participation.

b. CHARLES L. ABUZA, Esq. ["Abuza"], who represented most of the beneficiaries, had died about six (6) months before the matter was heard at the Appellate Division, and his clients were thereby deprived of representation on such appeal, since none of the mandatory substitution procedures were instituted by Mastroianni or his attorneys.

c. In short, the proceedings at the Appellate Division were a jurisdictional nullity, and certainly not binding on plaintiff, his personal interests, or fiduciary obligations as, inter alia, the defendant WILLIAM C. THOMPSON ["Thompson"] is aware.

26. Thereafter, when plaintiff attempted to vacate the determination of the Appellate Division, by reason of the aforementioned jurisdictional infirmities, plaintiff's motion was denied, with $100 costs, as part of a programmed scheme to deny plaintiff access to the courts.

27. By reason of the aforementioned, F&D is obligated to plaintiff, personally, as the improperly removed executor of the Kelly Estate, and as trustee of the Kelly Trusts under the bonds it issued and/or is estopped from claiming the non-issuance of such bonds.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST LEE FELTMAN; ANTHONY MASTROIANNI; FIDELITY & DEPOSIT COMPANY OF MARYLAND; KREINDLER & RELKIN, P.C.; CITIBANK, N.A.; and FELTMAN, KARESH, MAJOR & FARBMAN

28. A court-appointed receiver, administrator or other fiduciary must account for his stewardship, before either he or his surety may be discharged.

29a. Feltman, the court-appointed receiver for Puccini, was compelled, as a ministerial obligation, not permitting any discretion, to file an accounting at least "once a year" (22 NYCRR §202.52[e]), but since he was appointed on or about February 1, 1982, not a single accounting has been filed.

b. The corruption of Referee DONALD DIAMOND ["Diamond"], acting in consort with, inter alia, F&D, to "approve" a `phantom' and `non-existent' "final accounting", is a criminal act (18 U.S.C. §1001), is not compliance, even if he had the authority to "approve" an accounting, which Referee Diamond does not have (CPLR §4317[b]).

30. Likewise, Mastroianni, the court-appointed temporary administrator of the Kelly Estate, must account for seizure of the assets of the Kelly Trusts.

31a. Since Referee Diamond in the Puccini matter, nor the Thompson Court in the Mastroianni litigation, did not have jurisdiction over plaintiff or his interests, their actions were void, in addition to being fraudulent.

b. In Copeland v. Salomon (56 NY2d 222, 451 NYS2d 682, 436 NE2d 1284), New York's highest court stated the law where plaintiffs were not parties to the Order discharging the receiver (at 234-235, 689-690, 1291-1292):

> "Thus, the receivership remained open as to plaintiffs and that part of the order of .... which vacated the prior order discharging Salomon was not technically necessary. ... Because the discharge order was void as to plaintiffs, vacatur of it was unnecessary ...". (see also Martin v. Wilks, 490 U.S. 755 [1989]).

c. Copeland v. Salomon (supra), also holds that the so-called conditions precedent are not jurisdictional.

d. Since plaintiff is not permitted access to the courts in the New York-Second Circuit jurisdictional bailiwicks, judgment should be entered against Feltman, Mastroianni and F&D in this Court.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST ALL THE DEFENDANTS, EXCEPT HYMAN RAFFE.

32a. Article III of the U.S. Constitution compels the federal courts to accept for adjudication "all" "cases or controversies" involving, inter alia, federal issues.

b. The constitutional mandate is that the state courts accept for adjudication all cases or controversies, except those where federal law reserves to the federal courts exclusive jurisdiction.

33a. Superimposed upon the aforesaid constitutional mandates is the contract "impairment" clause, expressly and impliedly contained in Article 1 §10[1] and Amendment V of the U.S. Constitution.

b. Access to the courts, state and federal, on contractual and other "cases or controversies" by "paying-off" members of the judiciary and officials, and/or causing the issuance of transparently invalid injunctions have no validity.

c(1) As but one example is Raffe v. Doe (619 F. Supp. 891 [SDNY-1985]), which no one, at any time or place, including U.S. District Court Judge WILLIAM C. CONNER ["Conner"], has ever denied was rendered: (1) without subject matter jurisdiction, (2) without personal jurisdiction, (3) without due process, (4) was the result of fraud and corruption, (5) the right to appeal denied, and (6) the right to file a FRCivP, Rule 60(b)[4][6] motion or action also denied.

(2) Notwithstanding same, and knowledge by everyone, including the legal media, that Raffe v. Doe (supra) is void, and causing constitutional injuries, it remains published and is constantly being republished by West, Westlaw, Lexis, LCPC, and NYLJ.

d. An injunction and damages are requested, for this and similar publications.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST ALL THE DEFENDANTS.

34. Raffe is judicially estopped from denying that anything less than $120,000, plus interest, is due plaintiff on non-Puccini contractual causes of action.

35a. However, through HOWARD "Bag-Man" BERGSON ["Bergson"], Raffe has paid Feltman and his law firm -- "arms of the court" -- more than $2,000,000.00 for which he obtains effective immunity, by the conspiratorial conduct of the other defendants who deny plaintiff access to the courts for relief.

b. Judgement is demanded against all defendants for the monies due plaintiff from Raffe, contractual and otherwise.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ALL THE DEFENDANTS, EXCEPT HYMAN RAFFE.

36a. For more than a century there has existed in the New York-Second Circuit judicial bailiwicks criminal racketeering activities revolving around, inter alia, the receiverships of involuntarily dissolved corporations and other judicial trusts.

b. Judicial involvement is always present.[3]

37a(1) In 1977, in response to an expose by the NEW YORK TIMES ["NY Times"] concerning court-appointments, and the forced resignation of a number of jurists"[4], the defendant NY State Appellate Division, Presiding Justice FRANCIS T. MURPHY ["Murphy"] caused the enactment of 22 NYCRR §660.24.

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[3] "As this court noted more than a century ago: 'It is a matter of public notoriety that the act of 1883 was passed, in view of the scandals which had been set afloat, in respect to the administration of the affairs of insolvent corporations through receivers.' " (Matter of Kane (75 N.Y.2d 511, 516-517, 554 N.Y.S.2d 457, 459, 553 N.E.2d 1005, 1007 [1990]).

"[T]he D.A. [THOMAS E. DEWEY] had plenty of evidence that Manton [Chief U.S. Circuit Court of Appeals Judge MARTIN T. MANTON of the Second Circuit] had in his zeal to influence President However to appoint him to a vacant seat on the Supreme Court in 1932, awarded the lucrative receivership of a New York subway to a prominent Catholic layman who was willing in return to bend the presidential ear. It had done no good; Hoover had taken an instant dislike to the pushy Manton, and named Benjamin Cardozo instead." (Thomas E. Dewey, R.N. Smith, Simon and Shuster p. 281-282).

"There was plenty of job and favor patronage being handed out of Washington by the third-term Roosevelt administration, but the bulk of it went to the Democratic organizations in Brooklyn and the Bronx ... . All Tammany had left as a source of income and patronage were the judgeships of the elected courts, such as the Supreme, City, and Municipal benches, and the two elected Surrogates of New York County." (The Life and Times of Carmine DeSapio, W. Moscow, Stein & Day, p. 50-51).

Murphy operates the Appellate Division, First Department, which he regards as his "personal fiefdom", as a "patronage mill" (N.Y. Newsday, November 25, 1988 and December 1, 1988).

[4] See Spector v. State Comm. on Judicial Conduct, 47 N.Y.2d 462, 418 N.Y.S.2d 565, 392 N.E.2d 552 [1979]

(2) Explanatory statements by the defendant Murphy were extensively quoted in Page 1 articles in the NY Times and NEW YORK LAW JOURNAL ["NYLJ"], owned and operated by NYLJ Co., on July 7, 1977 as intending to eliminate those corrupt racketeering practices which were thereafter committed and practiced by Murphy, Riccobono, Feltman, FKM&F and their co-conspirators, in more egregious terms and on scales quantum leaps higher.

b(1) The Murphy qualifications for a judicial position was that he had a naked legal degree from New York's lowest rated law school, and was the son of a Bronx political "boss".

(2) Murphy operates his Court, which he regards as his "personal fiefdom", as a "patronage mill" (N.Y. Newsday, November 25, 1988 and December 1, 1988), which meets all the conditions set forth in 18 U.S.C. §1961, and has interstate and national impact.

c. SCNY Administrative Judge XAVIER C. RICCOBONO ["Riccobono"], a product of the notorious Tamawa Club in Manhattan which, during the Riccobono apprenticeship was controlled by FRANK COSTELLO and THOMAS ["Three Finger Brown"] LUCHESE, and who was succeeded by CARMINE DeSAPIO.

d. In the Bronx, the other county directly controlled by Murphy, the Administrative Judge was LOUIS FUSCO ["Fusco"] where, purchasing insurance from Fusco's concubine, was the price exacted for the favorable settlement of a case, and/or not compelled to sit idly in his court all day.

38a. The basic criminal racket involves the corruption of former NY State Attorney General ROBERT ABRAMS ["Abrams"], who despite his statutory fiduciary obligations, including his mandatory, non-discretionary duties towards his judicial trusts, aids, abets and facilitates the judiciary, their bag-men, and/or cronies, in ravishing judicial trusts for private gain and benefit, and to the direct disadvantage of the state.

b. In the fifteen (15) year concurrent tenures in office of Murphy-Abrams, Abrams has never been known to have performed his fiduciary obligations, including those of a mandatory nature (e.g., Bus. Corp. Law, §1216[a]), unless Murphy consented.

c. Such fiduciary obligations, mandatory and discretionary, were imposed upon the Attorney General to prevent the type of criminal racketeering activities that was and is occurring in the Puccini matter.

d. Openly, in the judicial forums, at state cost and expense, Abrams defends those who rape and ravish judicial trusts, such as Murphy, Thompson and Riccobono, abandoning all his fiduciary obligations in the process, and albeit the XI Amendment jurisdictional prohibition, aided and abetted by, inter alia, the federal judiciary.

39a. F&D has a virtual monopoly in and about New York County in the judicial bond business.

b. The first telephone call made after a judicial appointment is made in SCNY is to F&D, who in turn solicits the appointee, days before anyone else is aware of such appointment.

c. In return for these, and other, judicial favors, F&D cooperates in such matters as with the "approval" of a 'phantom' accounting by Referee Diamond.

d. F&D will not implead or cross-claim, except with New York judicial consent and for not impleading or cross-claiming F&D expects that any action against it be aborted, as was the situation with the Order of January 23, 1985, and/or the jurist will be fixed and corrupted, which is its expected scenario in this Court.

e(1) The criminal conspiratorial cooperation of F&D with the Abrams' Attorney General's Office, particularly with Assistant Attorney Generals Cook, Olson, Younkins and former Assistant Attorney General RICHARD LISKOV ["Liskov"], is clear, manifest and open.

(2) Cook, while representing corrupt members of the state judiciary in their rape of Puccini's assets, simultaneously represents Puccini, on behalf of the Attorney General as F&D is aware.

(3) Liskov, in the Attorney General's Office, who assigned Cook to such simultaneous and perfidious representation, is also cooperating with F&D in the Puccini criminal racketeering adventure.

(4) Liskov thereafter became Deputy Superintendent and General Counsel to the State Banking Department, assuring F&D of immunity from any claims of impropriety from that Department.

(5) Assistant Attorney General Olson, for example, has operated and conducted herself in consort with the defendant, JACK L.B. GOHN ["Gohn"] when, despite the XI Amendment jurisdictional bar, she was permitted in federal court, at state cost and expense, and betray Puccini in the process, in favor of Murphy, Riccobono and other state corrupt jurists and officials.

40a. In New York, the professional disciplinary process is controlled by the Appellate Division, and theoretically any involvement in the conversion of trust assets results in automatic disbarment.

b(1) In fact, disciplinary complaints against those who serve as the judicial "bag-men" or have the inside track are not even processed, while those who expose such activities are disbarred and/or suspended.

(2) Thus, in one document, plaintiff, SAM POLUR, Esq. ["Polur"] and Raffe were each convicted of non-summary criminal contempt, <u>without</u> a trial, <u>without</u> the opportunity for a trial, <u>without</u> any confrontation rights, <u>in absentia</u>, <u>without</u> due process, <u>without</u> the right of allocution, <u>without</u> any live testimony in support thereof, and <u>without</u> any constitutional or legal waiver thereof.

(3) Plaintiff and Polur served their 30 day sentence of incarceration, less good time allowance, while Raffe "paid-off" Feltman and his law firm -- "arms of the court" -- and was never incarcerated.

(4) As reported by a reporter for UNITED PRESS, INTERNATIONAL ["UPI"] and published in, inter alia, The Village Voice on June 6, 1989:

> "By signing three extraordinary agreements in 1985, however, Raffe agreed to ... . In exchange, the court agreed to let him go free. The tab so far has come to more than $2.5 million, paid to both the Feltman and Kreindler firms. Raffe continues to pay with checks from his A.R. Fuels Co. business. 'That's outrageous. It's unbelievable. It's disturbing. ... .' Said Attorney General Abrams when he saw copies of the checks. Abrams is the statutory watchdog over court-appointed receivers like Feltman."

(5) Thus, through "Bag-Man" Bergson, by check, Raffe makes and continues to make his "extortion" payments to FKM&F in order to avoid incarceration and suits by plaintiff and Polur.

(6) Even monies payable "to the federal court" has been diverted to K&R and Citibank.

c(1) These "offenses" for non-summary criminal contempt were thereafter elevated to "serious" and "infamous" crimes, causing disbarment or suspension, when incarceration did not produce silence, notwithstanding the state and federal constitutional requirement for a grand jury indictment where "infamy" is a consequence.

(2) ROBERT H. STRAUS ["Straus"], MICHAEL A. GENTILE ["Gentile"], GARY L. CASELLA ["Casella"], and HAL R. LIEBERMAN ["Lieberman"], who purport to represent the Grievance Committees, are actually "at-will" employees of the Appellate Division and/or its presiding justice, who can and are discharged, if they do not comport themselves to the desires of the presiding justice.

41a. The practices in the Second Circuit can be measured by the Uncontroverted SDNY Local Rule 3g (Florida Local Rule 7.5) Statement in Sassower v. McFadden (SDNY, 93-0342):

> " 1. None of the federal defendants, represented by the U.S. Attorney, including CHARLES L. BRIEANT [`Brieant'], GERARD L. GOETTEL [`Goettel'], JON O. NEWMAN [`Newman'] ... have applied for and/or received a 28 U.S.C. §2679[d] "scope" certificate.
>
> 2. The federal defendants being represented by the U.S. Attorney, including Brieant, Goettel, Newman ... know and are clearly aware that such federal representation, at federal cost and expense, in this personal capacity action is unauthorized (28 U.S.C. §547), and that they are defrauding the federal purse.
>
> 3. The U.S. Attorney OTTO G. OBERMAIER [`Obermaier'] and Assistant U.S. Attorney ROBERT W. SADOWSKI [`Sadowski'] also know and are aware that in this personal capacity action, their representation of the federal defendants is unauthorized and they are defrauding the federal purse.
>
> 4. Obermaier, Sadowski and the federal defendants in this action, including Brieant, Goettel, Newman ... know and are aware that their actions as alleged herein, which includes the diversion of monies payable `to the federal court' to private pockets, are contrary to the legitimate and monetary interests of the United States.
>
> 5. Obermaier, Sadowski and the federal defendants in this action, including Brieant, Goettel, Newman ... know and are aware that their actions as alleged herein, are criminal in nature and violative of the federal criminal code.

6. The federal defendants being represented by the Obermaier and/or Sadowski, including Brieant, Goettel, Newman ... as well as Obermaier and Sadowski, are aware that such personal capacity civil representation for criminal activities itself, compromises and obstructs the ability of the U.S. Attorney to prosecute them for their criminal activity in this jurisdiction.

7. The federal defendants being represented by the Obermaier and/or Sadowski, including Brieant, Goettel, Newman, ... as well as Obermaier and Sadowski, are aware that such personal capacity civil representation violates the constitutional scheme for the separation of powers, and is unconstitutional.

8. The federal defendants being represented by the Obermaier and/or Sadowski, including Brieant, Goettel, Newman, ... as well as Obermaier and Sadowski, are aware that such personal capacity civil representation, at federal cost and expense, is effectively an unlawful increase in these defendants' compensation, constitutes `taxable income', and that they defendants have no intention of reporting such "taxable income" on their tax returns, or paying taxes upon such income.

9. In 1987 there was pending plaintiff's action entitled Sassower v. Sapir (87 Civ. 7135 [CSH]) which was assigned to and under the exclusive judicial jurisdiction of U.S. District Court Judge CHARLES S. HAIGHT [`Haight'].

10. The complaint in Sassower v. Sapir (supra) contained a 18 U.S.C. §3057 cause of action, which under the circumstances alleged, left the U.S. Attorney with no discretion but to investigate, and `present the matter to the grand jury' or `report the facts to the Attorney General for his direction'.

11. Unavoidable, in any 18 U.S.C. §3057 investigation by the U.S. Attorney, would have been the disclosure that U.S. District Court Judge WILLIAM C. CONNER [`Conner'] and Chief Judge Brieant were involved, along with, inter alia, KREINDLER & RELKIN, P.C. ["K&R"], CITIBANK, N.A. [`Citibank'], FELTMAN, KARESH, MAJOR & FARBMAN ["FKM&F"], and LEE FELTMAN [`Feltman'] in a bankruptcy fraud including violations of 11 U.S.C. §151 et seq.

12. A number of jurists, and other officials, had "reasonable grounds" for believing that Chief Judge Brieant, Judge Conner, K&R, Citibank, FKM&F and Feltman were violating 18 U.S.C. §151 et. seq., and aware of their mandatory obligations under 18 U.S.C. §3057, but did not give same obedience because of the positions held by Chief Judge Brieant and Judge Conner and their association with K&R, Citibank, FKM&F and Feltman in their criminal racketeering schemes.

13. In the early stage of the Sassower v. Sapir (supra), a manifestly suspect Order was issued by Judge Haight, and investigation by plaintiff unearthed a "fixing memorandum" from Judge Conner to Judge Haight, which unquestionably triggered the aforementioned suspect Order of Judge Haight.

14. Further investigation at that time revealed that such 'Conner to Haight' 'fixing memorandum' was solicited by FKM&F of Judge Conner in an ex parte meeting.

15. K&R. Citibank, FKM&F and Feltman were party defendants in Sassower v. Sapir (supra).

16. FKM&F solicited such 'fix' by Judge Conner through EDWARD WEISSMAN, Esq. ['Weissman'], a member of the firm of FKM&F, and formerly a member of the firm of K&R.

17. K&R, Citibank, FKM&F, Feltman, with Chief Judge Brieant and others, were engaged at the time in the larceny of the judicial trust assets of PUCCINI CLOTHES, LTD. ['Puccini'], the diversion of monies payable 'to the federal court' to private pockets, extortion, and other criminal racketeering activities,

18. In consideration for not being incarcerated under a trialess, without live testimony, conviction for non-summary criminal contempt, and for not having a criminal Report of Referee DONALD DIAMOND ['Diamond'] brought on for confirmation, HYMAN RAFFE ['Raffe'] had effectively surrendered all his creditor and equity interests in Puccini, agreed to pay the Brieant criminal entourage millions of dollars, agreed to execute releases in favor of, inter alia, all the federal judges of the Southern and Eastern District of New York, and agreed to other unlawful considerations.

19. Plaintiff, under existing circumstances, had legal standing to nullify the aforementioned Raffe extortion agreements, alternatively, legal standing was irrelevant because a judicial fraud was involved.

20. By reason of his involvement with the larceny of Puccini's judicial trust assets, the diversion of monies payable `to the federal court' to private pockets, the extortion of monies from Raffe, and his criminal activities, Chief Judge Brieant had a substantial pecuniary and criminal interest in preventing access to the courts to plaintiff.

21. Plaintiff exposed his knowledge of the Conner to Haight `fixing memorandum' by amending his complaint in Sassower v. Sapir (supra), as a matter `of course', by adding Conner as a Dennis v. Sparks (449 U.S. 24 [1980]) `fixing' co-defendant.

22. Upon learning of the existence of the Sassower v. Sapir (supra) action, and the addition of Conner as a co-defendant in that action, without notice, without any due process, Chief Judge Brieant intruded himself on December 10, 1987, upon the judicial bailiwick of Judge Haight and dismissed the Sassower v. Sapir (supra) action.

23. The December 10, 1987 edict of Chief Judge Brieant, bore the amended title in Sassower v. Sapir (supra), with the name of Conner as a co-defendant, and the initials of Judge Haight, as part of the Docket Number.

24. In the Chief Judge Brieant edict of December 10, 1987, which bore the title of the Amended Complaint, and with knowledge of his own transactional involvement in the action, and with actual knowledge that the assertion was false, fabricated, concocted and contrived, Chief Judge Brieant stated:

> "Judge Haight himself has been added to the case as a defendant".

25. The aforementioned knowingly false statement that plaintiff had added Judge Haight as a party defendant in Sassower v. Sapir (supra), was employed by Chief Judge Brieant as the pre-text for his intrusion into the Judge Haight bailiwick in such action.

26. Under the intrusive, without due process, edict of December 10, 1987, Chief Judge Brieant dismissed plaintiff's action, an action wherein Chief Judge Brieant had a transactional involvement and pecuniary interest, without prejudice, and prohibited plaintiff from filing any paper or document in the U.S. District Court for the Southern District of New York, without judicial permission, which is invariably denied by Chief Judge Brieant or his designee.

27. The following day, also without due process, and without subject matter or personal jurisdiction, as similar edict was issued by Chief Judge Brieant applicable to the Bankruptcy Part of that Court.

28. In July of 1989, without any notice or due process, and without subject matter or personal jurisdiction, Chief Judge Brieant denied plaintiff any and all physical presence in the Federal Building and Courthouse in White Plains, `unless and until his [plaintiff's] physical presence is actually required', and then only with the permission of Chief Judge Brieant or U.S. District Court Judge NICHOLAS H. POLITAN ["Politan"] of New Jersey."

42a. When the Sheriff of Westchester County refused to break into plaintiff's premises, seize his soft-ware, and inventory his possessions, pursuant to the Order of Referee Diamond, District Attorney DENIS DILLON ["Dillon"] was enlisted for that task, albeit an absence of jurisdiction.

b. Six (6) years later in order to still impair plaintiff's First Amendment rights, Dillon still unlawfully possesses plaintiff's property, including his "hard-ware" which was not covered by his jurisdictionally infirm general search warrant and arrest warrants.

43. West, Westlaw, Lexis, LCPC, and NYLJ reprints and distributes constitutional defamatory material concerning plaintiff, although they actually know it is causing him and others constitutional injuries, and for such activities, they receive unlawful judicial protection.

44. The Signorelli-Mastroianni racketeering adventure follows a substantially similar scenario defrauding, in addition thereto, with the cooperation of Assistant County Attorney, GARRETT W. SWENSON, JR. ["Swenson"], the County of Suffolk.

WHEREFORE, plaintiff demands judgment against defendant in the sum of $500,000,000 actual, punitive and racketeering damages, together with interest, costs, and disbursements, without prejudice to his remedies against others involved in these criminal racketeering activities.

Dated: February 28, 1994

GEORGE SASSOWER
Plaintiff, pro se
18 Lake Street,
White Plains, NY 10603
914-949-2169

CERTIFICATION OF SERVICE

On February 28, 1994 I served a true copy of this Amended Complaint by mailing same in a sealed envelope, first class, with proper postage thereon, addressed to James F. Crowder, Jr., Esq. c/o Kimbrell & Hamann, 799 Brickell Plaza, Miami, Florida 33131, that being his last known address.

Dated: February 28, 1994

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