

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----x
GEORGE SASSOWER,

Index No.
3754-1986

Plaintiff,

-against-

FELTMAN, KARESH, MAJOR, & FARBMAN, Esqs.
and HYMAN RAFFE,

Defendants.
-----x

Plaintiff, as and for his verified
complaint herein, respectfully sets forth and alleges:

1. At all of the times hereinafter
mentioned, the plaintiff was and still is an attorney
duly licensed to practice law in the courts of the State
of New York, state as well as federal.

2. At all of the times hereinafter
mentioned, the defendant, FELTMAN, KARESH, MAJOR, &
FARBMAN, Esqs. ["FKM&F"], formerly FELTMAN, KARESH, &
MAJOR, Esqs. ["FK&M"], were and still are attorneys duly
licensed to practice law in the State of New York.

3. At all of the times hereinafter
mentioned, the defendant, HYMAN RAFFE ["Raffe"], was and
still is a citizen of the United States and State of New
York, and client of the plaintiff herein for at least
the past twenty-five years.

4. Over the past more than twenty-five years, with some few exceptions, plaintiff, exclusively handled all legal matters for the defendant Raffe, and the companies that he controlled.

5. Over the past more than twenty-five years, there developed a social, non-legal, relationship between the plaintiff and the defendant Raffe.

6. Defendant Raffe was an officer, director, stockholder, and thereafter, under executed cross-guarantees between the four stockholders, a judgment and general creditor of PUCCINI CLOTHES, LTD. ["Puccini"], a domestic corporation which was organized and existed under and by virtue of the laws of the State of New York.

7. At the instance of KREINDLER & RELKIN, P.C. ["K&R"], acting on behalf of CITIBANK, N.A. ["Citibank"], and its associate, JEROME H. BARR, Esq. ["Barr"], as Executors of the Estate of MILTON KAUFMAN ["Kaufman"], holding 25% of the outstanding stock of Puccini, it commenced an involuntary dissolution proceeding of Puccini.

8. Indeed, this involuntary dissolution proceeding, as well as a prior action guarantee action bearing Index No. 21208-1979 in Supreme Court, New York County, was motivated, almost exclusively, by a desire of Citibank to unlawfully funnel monies to Barr or those associated with him, from the Kaufman estate for naming Citibank as an executor in the Kaufman will, a practice more commonly known as "estate chasing".

9a. Puccini, a solvent corporation was, as a result of the aforesaid proceeding, involuntarily dissolved on June 4, 1980, by Order of the Supreme Court, New York County, per Hon. THOMAS V. SINCLAIR, JR., its assets and affairs becoming custodia legis, as a matter of law and by provisions in the Order itself.

b. Although involuntarily dissolved on June 4, 1980 -- almost six (6) years ago -- no accounting has ever been rendered, nor can there ever be any such accounting without revealing the massive larceny of judicial trust assets engineered by K&R and its clients!

10. Following the procedures set forth in 22 NYCRR §660.24, Hon. MICHAEL J. DONTZIN, designated Hon. JOHN V. LINDSAY ["Lindsay"] to be the court's receiver.

11. Covertly, DONALD B. RELKIN, Esq. ["Relkin"] ex parte communicated with Lindsay and/or his law firm, WEBSTER & SHEFFIELD, Esqs. ["W&S"], and induced him/them by false and deceptive representations to delay qualifying -- a clearly contemptuous act by Relkin.

12. Thereupon, K&R and its clients engineered the massive larceny of Puccini's judicial entrusted assets, which continued for a period of approximately eighteen (18) months.

13. The fact that Lindsay had not qualified, nor advised other interested parties of such fact was not learned until January 5, 1981, or about seven (7) months after Puccini's assets and affairs became custodia legis.

14. Plaintiff conveyed to Lindsay and/or W&S his belief that Puccini's assets had been unlawfully dissipated while Lindsay, the judicial constable, was not at his judicially assigned post, whereupon Lindsay declined the appointment -- more than seven months after it was made!

15. It took the fiefdom of Administrator XAVIER C. RICCOBONO more than one year to appoint a new receiver, to wit., LEE FELTMAN, Esq. ["Feltman"].

16. The period from June 4, 1980 to November 7, 1983, a period of three and one-half years was a period of the massive larceny of Puccini's judicial entrusted assets, perjury, betrayal of judicial and legal trusts, and corruption, by and between K&R, Arutt, Nachamie, Benjamin, Lipkin & Kirschner, P.C. ["ANBL&K"], Feltman, and Feltman, Karesh & Major, Esqs. ["FK&M"], hereinafter collectively described as the "criminals with law degrees"!

17. On November 7, 1983, plaintiff, for the first time saw some of the "hard documented evidence" of the aforementioned larceny, disclosures which continued until the middle of March 1984, when there was filed in federal court, a report which revealed that Puccini's judicially entrusted assets were massively, and with unabashed arrogance, "raped" by the "criminals with law degrees"!

18. The "criminals with law degrees", with the surfacing of such "hard evidence", ex parte, directly and indirectly, solicited the aid of Administrator Riccobono, who agreed, during the later part of March 1984 or early part of April 1984, to become a active associate of the "criminals with law degrees".

19a. The general assignment of Administrator Riccobono in this criminal endeavor was to (a) assure that the "criminals with law degrees" and/or their designees retained Puccini's assets which were made the subject of such larceny; (b) further reward these "criminals with law degrees" from Puccini's judicial trust assets; (c) to "fix" and/or improperly influence judges in the Riccobono's courthouse and elsewhere; and (d) to neutralize Senior Attorney, DAVID S. COOK, Esq. ["Cook"], Puccini's statutory watchdog, in the Office of ROBERT ABRAMS, the Attorney General of the State of New York ["AG"].

b. Since the endeavors of Administrator Riccobono was contrary to the interests of his and his court's trust, as to him, as well as Feltman, their criminal conduct was of a base and vile nature.

20. Administrator Riccobono, had been served with a federal summons and complaint on or about January 23, 1984, alleging his misconduct, that of his office, and judges in his court; and the claim has always been made, and is still made, that he, at that point, became jurisdictionally disqualified from becoming involved in the judicial process insofar as it affected Puccini.

21. More than two months after Administrator Riccobono had been served with the aforementioned federal summons and complaint, and weeks after the publication and filing of a report which revealed the massive larceny of Puccini's judicially entrusted assets, Administrator Riccobono, by ex parte ukase, appointed Referee DONALD DIAMOND to "hear and report" and "hear and determine" aspects of the Puccini litigation (cf. CPLR §4317[b]).

22. Notwithstanding the limited assignment of Referee Donald Diamond, his real task was to improperly abort all pending proceedings seeking restitution by Puccini and Raffe, resulting from the fraud and corruption of the K&R entourage, and to stonewall all future applications for relief.

23. By the end of 1984, the judiciary in Supreme Court, New York County began to rebel and refused to follow the "phantom" and "ever-changing" rules of Referee Diamond, as if they were nothing better than a parade of circus elephants, consequently the services Hon. IRA GAMMERMAN were enlisted to supplement the corrupt activities of Referee Diamond.

24. At the time that Administrator Riccobono, Referee Diamond, and the "criminals with law degrees" solicited the aid of Mr. Justice Gammerman, there were proceedings pending to compel Administrator Riccobono to account for Puccini's judicially entrusted assets, in addition to money damage claims against Administrator Riccobono and Referee Diamond personally (cf. Judiciary Law §14).

25. This solicitation resulted in the two (2) Orders of Mr. Justice Ira Gammerman, dated January 23, 1985, both of them lacking personal and subject matter jurisdiction in many and various respects.

26. Administrator Riccobono, Mr. Justice Gammerman, and Referee Donald Diamond became known as, and were judicially described as the "trio of judicial fixers", as they attempted to continue denying to Puccini, Raffe, and plaintiff all post-November 1983 relief, and suppress the massive larceny that had taken place.

27. Thus there followed a reign of judicial terror by the "criminals with law degrees", the "trio of judicial fixers", and their co-conspirators, against Raffe and plaintiff, requiring a remarkable and vivid imagination:

28a. Based on judgments, real and phantom, the "criminals with law degrees", K&R and FK&M hurled numerous restraining notices on financial institutions against Raffe, Polur, and plaintiff, each one restraining "twice" the amount of the claimed judgment (cf. Lugar v. Edmondson, 457 U.S. 922; Warren v. Delaney, 98 A.D.2d 799, 469 N.Y.S.2d 457 [2d Dept.]!)

b. Thus, for example, under a claim of a judgment of \$10,000 against Raffe, a multi-millionaire, which was easily collectible, K&R served 200 restraining notices, potentially restraining \$4,000,000. In addition thereto, even after the full amount of the judgment had been restrained, serving subpoenas to examine Raffe's companies, his wife, his accountant, and obtaining confidential information by serving an information subpoena for his credit card records.

29a. When plaintiff commenced an action and proceeding based on post-January 23, 1984 conduct to declare CPLR §5222[b] unconstitutional insofar as it permitted restraints for "twice" the amount, and actionable by reason of the aforementioned conduct by the "criminals with law degrees", the matter was re-routed to Mr. Justice DAVID B. SAXE, who was saddled with a clear statutory disability at the time, and he, without a trial or hearing, convicted, sentenced, and caused plaintiff to be incarcerated, in addition to imposing fines and other penalties against plaintiff.

b. The aforementioned conviction, sentence, and incarceration, without a trial or hearing, was made despite the fact, as a matter of ministerial compulsion, every american judge and court must grant one a trial or hearing before conviction for non-summary criminal contempt, absent a plea of guilty (Bloom v. Illinois, 391 U.S. 194).

c. Significantly, the aforementioned conviction was rendered under the pre-text of the violation of the Gammerman Order, although the Attorney General conceded that such Order was ineffective against his office and clients.

d. Consequently, the "criminals with law degrees" were free to press their unconstitutional economic terror, as aforementioned, especially against Raffe, with impunity.

30a. When plaintiff offered, free of charge or risk to increase Puccini's net worth by at least \$300,000 within 45 days, Referee Diamond "directed" that FK&M submit an affidavit so that he could enter judgment against plaintiff, and against Raffe, as well, for consenting to same.

b. When plaintiff requested sanctions because FK&M did not submit itself to an examination before trial, Diamond levied sanctions against plaintiff, Raffé, and Polur, each in the sum of \$11,500.

c. When plaintiff served a notice of examination before trial on K&R, K&R, ex parte went to Referee Diamond, and imposed sanctions against plaintiff in the sum of \$25,000.

31a. Simultaneously with the Saxe trialless conviction of plaintiff, Mr. Justice ALVIN F. KLEIN, convicted and sentenced plaintiff, Polur, and Raffé to thirty (30) days incarceration, also without a trial or hearing, for non-summary criminal contempt, also on the pre-text of a violation of the Order of Mr. Justice Gammerman.

b. The aforementioned unconstitutional convictions were rendered under an unlawful arrangement made by and between the "criminals with law degrees", the "trio of judicial fixers" with Mr. Justice Klein, to compel plaintiff, Raffé, and Polur to succumb and surrender to the aforementioned criminals and their conspirators.

c. The intended plan was to threaten Raffe, a man of seventy, alone with incarceration, causing him to succumb and surrender, and to compel that plaintiff and Polur do so, as well.

32a. Pursuing such conspiratorial arrangement, the "criminals with law degrees" forwarded to the Sheriff of Nassau County only the Orders to arrest and incarcerate, a county wherein only Raffe resided.

b. This plan was frustrated when Polur and plaintiff, by judicial process, compelled the "criminals with law degrees" to enforce same against all three equally, and then having Polur immediately surrender to the Sheriff of New York County.

c. Shortly thereafter, plaintiff was arrested and incarcerated, as well.

33. During this period of time, even before the aforementioned Orders of Mr. Justice Saxe and Klein were entered, the "criminals with law degrees" were dealing with Raffe through HOWARD M. BERGSON, Esq. ["Bergson"], and shortly thereafter, with IRA POSTEL, Esq. ["Postel"], although all of them knew, including Bergson and Raffe, that such communications on behalf of Raffe, were unlawful, unethical, and unprofessional.

34. The trust of the conversations between the "criminals with law degrees", Bergson and Postel was that Raffe would succumb and surrender rather than be incarcerated, although they all knew that such conviction and sentencing was constitutionally infirm, null, void, and rendered only to extort.

35. During the time that plaintiff and Polur were incarcerated, and thereafter, Postel and Raffe, although represented by plaintiff or Polur dealt with the "criminals with law degrees", without the knowledge and consent of the plaintiff or Polur, on matters on which they were the attorneys of record.

36a. On November 2, 1985, in the non-public courtroom of Referee Donald Diamond, and with Referee Diamond present, by prior arrangement, the "criminals with law degrees" met with Raffe and Postel, in the continuing effort to compel Raffe to succumb and surrender, although they all knew that plaintiff was Raffe's attorney.

b. In an attempt to conceal the unlawfulness of such secret meeting, a false and contrived document was executed by Postel and Raffe, known by all involved, including Referee Diamond, its architect, to be false and contrived, which falsely asserted that Postel has "been since approximately July 15, 1985 the attorney of record in all Puccini related cases"; that "Mr. Raffe has discharged George Sassower, Esq. and Sam Polur, Esq. as his attorneys in all Puccini related cases, effective app. July 15, 1985"; that Raffe and Postel "have requested stipulations of substitutions, but have not been able to obtain same from Sassower and Polur"; and other knowingly false and contrived statements (Exhibit "A").

c. With knowledge by all, including the "criminals with law degrees" and Referee Diamond, that the said statement of November 2, 1985 was false and contrived, the said document states:

"I further authorize you [K&R] to submit this letter, or a copy thereof, to any court in order to advise any judge thereof as to the aforementioned facts."

d. Unless Raffe executed such statement, and continued to negotiate toward settlement, K&R, FKM&F, and Diamond threatened Raffe with arrest and incarceration under the Klein Order, confirmation of the Diamond, July 15, 1985 report of criminal contempt, and further economic penalties.

d. By happenstance, plaintiff obtained a copy of same on or about November 23, 1985, when it was included as part of an affidavit executed by Timothy P. Butler, Esq., a member of the firm of D'Amato & Lynch, Esqs.

37. Thereafter, at the end of January 1986, plaintiff received a copy of the agreement dated November 4, 1986 (Exhibit "B"), when FELTMAN, KARESH, MAJOR, & FARBMAN, Esqs. ["FKM&F"], formerly FK&M, annexed a copy of same as part of their papers.

38a. At no time, to the present day, has anyone, including Postel, Raffe, or Bergson, requested that plaintiff, or on information and belief, Polur, to execute a stipulation to substitute attorneys!

b. At no time, to this present day, has any court or judge, issued an Order substituting plaintiff or Polur, as the attorney of record for Raffe!

c. Indeed, several requests made by Postel for such order of substitution have not been granted.

AS AND FOR A FIRST CAUSE OF ACTION

39. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "38" inclusive, as if more fully set forth at length herein, and further alleges:

40. The aforementioned agreement, dated November 4, 1985, having been entered into without the knowledge or consent of plaintiff, Raffe's attorney, is null, void, and without legal effect, as a matter of law, as are various other stipulations signed by Raffe, with or without the signature of Postel (Moustakas v. Bouloukos, 112 A.D.2d 981, 492 N.Y.S.2d 793 [2d Dept.]).

AS AND FOR A SECOND CAUSE OF ACTION

41. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "40" inclusive, as if more fully set forth at length herein, and further alleges:

42a. In order to unlawfully increase the pressure on Raffe to succumb, without notice, without any hearing or trial, without any due process, or any other constitutional protection due an accused, Referee Diamond on or about July 15, 1985, in conspiratorial consort with the "trio of judicial fixers", issued a report recommending that Raffe be found guilty of "71 counts of criminal contempt" and recommended draconian penalties be imposed upon him, physical, as well as economic.

b. In fact, known to the "criminals with law degrees" and Referee Diamond, there was not a single count that could support criminal contempt!

43. The "criminals with law degrees", the "trio of judicial fixers", and others operating in conspiratorial consort with them, knew that such Referee Diamond recommendation, as well as the Klein Order, could not be "compounded", without violating the criminal law.

44a. Nevertheless, during this entire period, the "criminals with law degrees", the "trio of judicial fixers", and others, including the Sheriffs' Offices of New York City and Nassau Counties, kept threatening Raffe, expressly or impliedly, that if he did not succumb and surrender to the "criminals with law degrees", that he, Raffe, would be arrested and incarcerated under the Klein Order.

b. Post-conviction law enforcement by the Sheriffs' Offices was placed under the direction and control of the "criminals with law degrees".

45a. Since the only consideration to Raffe for the execution of the agreement of November 4, 1985, overtly and impliedly expressed, were the unlawfully pedalled "judicial indulgences" -- recognized as an "offense to God" almost five hundred years ago by Martin Luther, from criminal contempt proceedings and incarceration from an outstanding Order of criminal contempt, the agreement is null, void, and of no effect.

b. The expressed indulgence in the agreement of November 4, 1985, reads as follows (Exhibit "B", pp. 12-13):

"The Receiver shall withdraw without prejudice his pending motion to punish Raffe from seventy-one separate counts of criminal contempt of court. The Receiver shall not seek to reinstitute such motion provided that Raffe fully complies with all of his obligations set forth herein. In the event that Raffe violates any provision of this Stipulation or otherwise defaults in any obligation hereunder, and in the event that Raffe fails to cure such violation or default within seven days from the mailing of a written notice of same ... the Receiver may reinstate at any time thereafter the contempt motion"

AS AND FOR A THIRD CAUSE OF ACTION

46. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "45" inclusive, as if more fully set forth at length herein, and further alleges:

47. As a matter of law, no judicial trustee can by agreement contract or stipulate against his accountability with anyone interested in the trust, as does Raffe, or grant "exclusive jurisdiction" to Referee Donald Diamond (§12), who in any event has a Judiciary Law §14 and constitutional disability.

AS AND FOR A FOURTH CAUSE OF ACTION

48. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "47" inclusive, as if more fully set forth at length herein, and further alleges:

49. The statements in the agreement notwithstanding, it is obvious from a mere reading of same that Postel, represented the interests of the judiciary, including Administrator Riccobono, Mr. Justice Klein, Mr. Justice Gammerman, Referee Diamond, and others, and was seeking to advance their interests, and that of FKM&F, not the legal interests of Raffe. The benefits received by Raffe under the aforementioned agreement was that he was "compounding crimes", which indeed were only sham crimes, and which indeed was a crime itself.

AS AND FOR A FIFTH CAUSE OF ACTION

50. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "49" inclusive, as if more fully set forth at length herein, and further alleges:

51. The aforementioned agreement of November 4, 1985, is unconscionable, as a matter of law and fact, bereft of a meaningful choice by Raffe, and which no attorney could ethically advise his client to execute.

AS AND FOR A SIXTH CAUSE OF ACTION

52. Plaintiff repeats, reiterates, and realleges each and every allegation of the complaint herein marked "1" through "51" inclusive, as if more fully set forth at length herein, and further alleges:

53. As a matter of constitutional law, a free person cannot be lawfully compelled, under pains of incarceration, to disassociate oneself from counsel or persons of ones desires, as being violative of First Amendment rights. Nor can any free person agree to be saddled by the costs incurred by the independent acts of his alleged former attorney, in an attempt to blackmail the attorney, as attempted herein by the "criminals with law degrees" and their co-conspirators.

54. Some of the provisions which directly and unlawfully affect plaintiff herein, as well as Raffe, are as follows:

"Raffe shall not authorize or retain George Sassower, Esq. to act as attorney or advisor or to serve in any other capacity in connection with any pending or future Puccini-Related Litigation. Simultaneously herewith, Raffe shall discharge Sassower, in writing, from representing him in

pending Puccini-Related Litigation and deliver to the Receiver a copy of such termination letter with proof of its receipt by Sassower. (§3).

Raffe hereby agrees to save and hold harmless and indemnified the Receiver, Puccini Clothes, Ltd., and Feltman, Karesh, Major & Farbman and any member thereof, associate attorney, legal assistant or other employee against all costs, expenses, and other charges, including legal fees and time charges, which occurred or were incurred after June 26, 1985 [the date of the Klein Order] and which arise out of or relate to the conduct of Sassower and Polur, including but not limited to Sassower's commencement of any new Puccini-related litigation or the continued prosecution of any pending Puccini-related litigation (§5)

In the event that Sassower (1) fails within fourteen days after the date of this Stipulation to execute an appropriate consent to change attorneys in all Puccini-Related Litigations in which he is attorney of record for Raffe, or (2) commences any new Puccini-Related Litigation or takes any step to continue, any pending Puccini-Related Litigation, whether or not such conduct purports to be on behalf of Raffe, Raffe shall take the following steps within fourteen days after instance of such conduct:

(1) in the event that such conduct purports to be taken on behalf of Raffe, he shall advise the court in which such action is taken that Sassower was not authorized to take such action and shall so advise the appropriate disciplinary committee; and

(ii) in the event that such conduct consists either of Sassower's commencing and new Puccini-Related Litigation or taking any steps to continue any pending Puccini-Related Litigation, Raffe shall commence a legal action, or amend the

complaint or other pleading in any such existing action, to seek monetary damages against Sassower resulting by virtue of the fact that Raffe's interest in Puccini has been and/or will be dismissed by virtue of the attorney's fees which have then been and/or will in the future be incurred by the Receiver in responding to such conduct; and

(iii) Raffe shall take all lawful steps necessary to remove Sassower permanently from his present residence at Raffe's company, at , and to assure that Sassower is permanently denied access to such offices and the word processing, typing, reproduction and secretarial facilities and equipment at the said premises or any other premises under Raffe's control, and Raffe shall advise the Receiver in writing of the steps he has taken; and

(iv) Raffe shall take all other action requested by the Receiver or his attorneys, provided that such action would not violate any existing law, statute or ordinance. (§6)

Within fourteen days from the date of this Stipulation, Raffe shall pay or cause to be paid in full the Judgment obtained by Sassower against Puccini in 1982, with accrued legal interest, in exchange for an assignment for an assignment Raffe shall deliver to the Receiver. Thereupon, the Receiver shall recognize said judgment, as assigned to Raffe, as a valid claim against Puccini. In the alternative, Raffe shall cause Sassower to withdraw his claim against Puccini within fourteen days from the date hereof, and shall deliver to the Receiver an affidavit signed by Sassower to this effect, in a form acceptable to the Receiver (§7).

In the event that Raffe is unable timely to comply with the requirements of paragraph 7, above, Raffe shall pay the said Judgment. Raffe shall transmit to Sassower within one month from the date of this Stipulation and Order a letter by which

Raffe offsets the amount of said judgment against sums owed by Sassower to Raffe. The foregoing notwithstanding, if at the time of final distribution of the assets of the Puccini Estate it is determined that said judgment is still outstanding and must be satisfied by Puccini, then Raffe shall transmit to the Receiver a check in the full amount of the judgment with accrued interest.
(¶8)

WHEREFORE, it is respectfully prayed that an Order be entered declaring the Agreement of November 4, 1985, to be null, void, and of no legal effect, together with any other, further, and/or different relief as to this Court may seem just and proper in the premises.

Dated: White Plains, N.Y.
March 22, 1986

GEORGE SASSOWER, Esq.
Attorney for plaintiff
51 Davis Avenue,
White Plains, N.Y. 10605
(914)-949-2169

27 W. 20th Street
5th Floor
New York, New York

October 2, 1985

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

Re: Hyman Raffe

Dear Mr. Relkin:

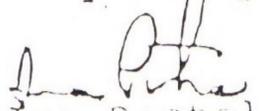
This letter is sent to induce you to continue and conclude negotiations with Hyman Raffe, 2134 Pacific Blvd. Atlantic Beach, New York, for a settlement of the Puccini related cases.

I am writing to confirm that I am, and have been since ~~August~~ ^{July 15}, 1985 the attorney of record for Hyman Raffe in all Puccini related cases, including but not limited to those on the annexed schedules, and to further confirm that Mr. Raffe has discharged George Sassower, Esq. and Sam Polur, Esq. as his attorneys in all Puccini related cases, effective ~~July 15~~ ^{July 15}, 1985.

I further confirm to you that we have requested stipulations of substitution, but have not been able to obtain same from Sassower and Polur. I represent to you that Mr. Raffe has discharged Sassower and Polur, effective as at ~~July 15~~ ^{July 15}, 1985 and they no longer have any authority to act on his behalf or represent him in any Puccini related matter. I further confirm the efficacy of Mr. Raffe's discharge of Messrs. Sassower and Polur and retention of me as counsel in all Puccini related cases, notwithstanding the failure of any party to have heretofore executed a substitution of counsel.

I further authorize you to submit this letter, or a copy thereof, to any court in order to advise any judge thereof as to the aforementioned facts.

Very truly yours,


Ira Postel

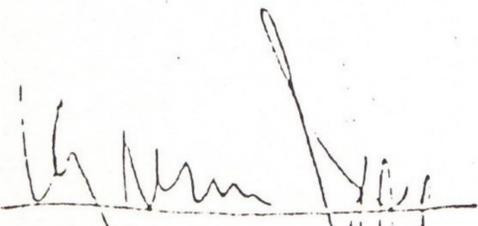

GREED

Exhibit "A"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----x
In the Matter of the Application of :
Jerome H. Barr and Citibank, N.A., :
as Executors of the Will of Milton :
Kaufman, Holders of One-Quarter of :
All Outstanding Shares of Puccini : Index No. 01816/80
Clothes, Ltd. Entitled to Vote in :
an Election of Directors, :

Petitioners, : STIPULATION AND ORDER

For the Dissolution of Puccini :
Clothes, Ltd. :
-----x

And All Other Actions and :
Proceedings Concerning or :
Arising Out of the Dissolution :
of Puccini Clothes, Ltd. :
:
-----x

WHEREAS, the Receiver for Puccini Clothes, Ltd.
("Puccini") has duly commenced a proceeding to punish Hyman
Raffe ("Raffe") for contempts of court; and

WHEREAS, Raffe acknowledges due service of the
contempt motion; and

WHEREAS, Special Referee Donald Diamond issued
a Report, dated July 15, 1985, in which he found that Hyman
Raffe has committed seventy-one (71) separate counts of con-
tempt of court; and

WHEREAS, the Receiver for Puccini has made a motion which seeks an Order confirming the Report and punishing Raffe for his contemptuous conduct; and

WHEREAS, Raffe is desirous of attempting to remedy the effects of the aforesaid conduct; and

WHEREAS, the parties are mutually desirous of facilitating a final distribution of the assets of the Puccini Estate;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby stipulated and agreed as follows:

1. Raffe shall permanently be and he hereby is enjoined and restrained, whether acting singly or in conjunction with any person or entity or acting at the behest, direction or instigation of any person or entity, and whether acting individually, on behalf of Puccini or in any other capacity, from filing or serving any papers, or attempting to intervene in or initiate, any action, proceeding, investigation or other adversary matter, or causing any of the foregoing, in any

state or federal court, tribunal, agency or other forum of this or any other State, territory or foreign country, the subject matter of which arises out of or relates to any matter or thing affecting or connected in any way with Puccini or its dissolution in receivership including, without limitation, any or all of the following:

(a) the action or conduct of Puccini or its shareholders, officers, directors or employees, or any of them, either singly or in any combination;

(b) the judicial dissolution or the receivership of Puccini;

(c) the conduct of the Receiver for Puccini or the representation of the Receiver by or any act or omission of Feltman, Karesh & Major or any member thereof, associate attorney, legal assistant or other employee associated therewith;

(d) the making or filing of any complaint, grievance or correspondence with a professional disciplinary or grievance committee;

(e) the litigations related to or arising out of any of the matters set forth in subparagraphs (a) through (d) herein; or

(f) the acts of any litigant or the attorneys for any litigant in connection with any of the foregoing.*

2. Upon the execution of this Stipulation, Raffe shall deliver to the Receiver a stipulation in form and substance satisfactory in all respects to counsel for the Receiver and signed by Raffe, withdrawing with prejudice in their entirety all Puccini-Related Litigations to which Raffe is a party plaintiff or petitioner individually or in which he has sued on behalf of Puccini, including but not limited to the proceedings purportedly brought pursuant to Article 78 of the Civil Practice Law and Rules, and all discovery requests, motions, appeals and other litigation therein, pending in the state and federal courts. The litigations to be withdrawn shall include, but shall not be limited to, those pending actions, proceedings, motions and appeals enumerated on the schedules which are collectively annexed hereto as Exhibit "A". Notwithstanding anything in the foregoing to the contrary, Raffe may continue to prosecute all pending motions and the appeal in the action

*The items referred to in subparagraphs (a) through (f) shall hereinafter be collectively referred to as "Puccini-Related Litigations". Such litigations shall include, but shall not be limited to, those litigations which are set forth in the schedules which are collectively annexed hereto as Exhibit "A".

entitled "Jerome H. Barr and Citibank, N.A., individually and as executors of the Last Will and Testament of Milton Kaufman v. Hyman Raffe, et al." (New York County Index No. 16792/80) (the "Guaranty Action") and may subsequently serve or file all proper discovery requests, motions and appeals and take all other proper litigation steps in such action.

3. Raffe shall not authorize or retain George Sassower, Esq. ("Sassower") to act as attorney or advisor or to serve in any other capacity in connection with any pending or future Puccini-Related Litigation. Simultaneously herewith, Raffe shall discharge Sassower, in writing, from representing him in pending Puccini-Related Litigations and deliver to the Receiver a copy of such termination letter with proof of its receipt by Sassower.

4. Raffe hereby releases and discharges all justices of the New York State Supreme Court who have been named as a defendant or a respondent in any action Puccini-Related Litigation, Referee Donald Diamond, Feltman, Karesh, Major & Farbman, Lee Feltman, Esq., individually and as permanent Receiver for Puccini, John I. Karesh, Esq., Martin Major, Esq., David Farbman, Esq., Donald F. Schneider, Esq., Alan Pollack, Esq., Edward Weissman, Esq., Ave Maria Brennan, Esq., Richard C.

Giles, Esq., Natalie T. Levy, Esq., Saul K. Gross, Esq., Eugene Dann, Robert Sorrentino, Jerome H. Barr and Citibank, N.A., individually and as executors of the Will of Milton Kaufman, Kreindler & Relkin, P.C., Nachamie, Kirschner, Levine, Spizz & Goldberg, P.C., and all present or former attorneys at the firms who were named as a defendant or a respondent in any Puccini-Related Litigation or who otherwise worked on any such litigation, and their heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the foregoing Raffe and his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release.

5. Raffe hereby agrees to save and hold harmless and indemnified the Receiver, Puccini Clothes, Ltd. and Feltman, Karesh, Major & Farbman and any member thereof, associate attorney, legal assistant or other employee thereof, against all costs, expenses and other charges, including legal fees and time charges, which occurred or were incurred after June 26,

1985 and which arise out of or relate to the conduct of Sassower and Polur, including but not limited to Sassower's commencement of any new Puccini-related litigation or the continued prosecution of any pending Puccini-related litigation.

6. In the event that Sassower (1) fails within fourteen days after the date of this Stipulation to execute an appropriate consent to change attorneys in all Puccini-Related Litigations in which he is attorney of record for Raffe, or (2) commences any new Puccini-Related Litigation or takes any step to continue any pending Puccini-Related Litigation, whether or not such conduct purports to be on behalf of Raffe, Raffe shall take the following steps within fourteen days after each instance of such conduct:

(i) in the event that such conduct purports to be taken on behalf of Raffe, he shall advise the court in which such action is taken that Sassower was not authorized to take such action and shall so advise the appropriate attorney's disciplinary committee; and

(ii) in the event that such conduct consists either of Sassower's commencing any new Puccini-Related Litigation or taking any steps to continue any pending Puccini-Related Litigation, Raffe shall commence a legal action, or amend the complaint or other pleading in any such existing

action, to seek monetary damages against Sassower resulting by virtue of the fact that Raffe's interest in Puccini has been and/or will be diminished by virtue of the attorney's fees which have then been and/or will in the future be incurred by the Receiver in responding to such conduct; and

(iii) Raffe shall take all lawful steps necessary to remove Sassower permanently from his present residence at Raffe's company, at 2125 Mill Avenue, Brooklyn, New York, and to assure that Sassower is permanently denied access to such offices and the word processing, typing, reproduction and secretarial facilities and equipment at the said premises or at any other premises under Raffe's control, and Raffe shall advise the Receiver in writing of the steps he has taken; and

(iv) Raffe shall take all other action requested by the Receiver or his attorneys, provided that such action would not violate any existing law, statute or ordinance.

7. Within fourteen days from the date of this Stipulation, Raffe shall pay or cause to be paid in full the Judgment obtained by Sassower against Puccini in 1982, with accrued legal interest, in exchange for an assignment of such Judgment in recordable form, which assignment Raffe shall deliver to the Receiver. Thereupon, the Receiver shall recognize said judgment, as assigned to Raffe, as a valid claim

against Puccini. In the alternative, Raffé shall cause Sassower to withdraw his claim against Puccini within fourteen days from the date hereof, and shall deliver to the Receiver an affidavit signed by Sassower to this effect, in a form acceptable to the Receiver.

8. In the event that Raffé is unable timely to comply with the requirements of paragraph 7. above, Raffé shall and hereby assumes the obligations of Puccini Clothes, Ltd. to pay the said Judgment. Raffé shall transmit to Sassower within one month from the date of this Stipulation and Order a letter by which Raffé offsets the amount of said judgment against sums owed by Sassower to Raffé. The foregoing notwithstanding, if at the time of final distribution of the assets of the Puccini Estate it is determined that said judgment is still outstanding and must be satisfied by Puccini, then Raffé shall transmit to the Receiver a check in the full amount of the judgment with accrued interest.

9. As of the date hereof, the only persons or entities who have duly filed or asserted a claim against Puccini or obtained a judgment against Puccini are Raffé, Sassower and Jerome H. Barr and Citibank, N.A., as co-executors of the Will of Milton Kaufman. Subject to the approval of the

Court, in the event (i) that the Receiver, in his sole discretion, subsequently believes that the only person with a valid claim against the Puccini Estate is Raffè (excluding administration claims, a claim by the Receiver for statutory commissions or a claim by the Receiver's attorneys for legal fees or reimbursement of expenses), and (ii) the amount of Raffè's claim against Puccini exceeds the assets of Puccini, less all administration claims and claims for statutory commissions and attorneys' fees, including all estimated prospective claims, then Raffè shall accept from the Receiver an assignment, without recourse, representation or warranty, of all asserted and unasserted claims possessed by Puccini. Raffè agrees that the Receiver shall have no further obligations with respect to such claims, the existence of which shall not preclude a final settlement of the Receiver's account or a final distribution of the remaining assets of Puccini.

10. Raffè shall expeditiously transmit to the Receiver a copy of all documents referred to in or contemplated by paragraphs 3, 5(i)-(iv), 6 and 8. The failure to comply with this or any other paragraph or provision herein shall be deemed a material violation of and default under this Stipulation.

11. As part of the final distribution and settlement of the Receiver's account, Raffé consents that a reserve of \$150,000 shall be held in escrow by the Receiver's attorneys, which sum shall be used to pay all additional legal fees and expenses which may be incurred on behalf of the Receiver or his attorneys in connection with any Puccini-Related Litigation that occurs or continues after final settlement or distribution. After the entry of an Order settling the Receiver's account, when more than twelve consecutive full calendar months shall have elapsed during which there shall not have been brought or continued by any party any Puccini-Related Litigation (except the Guaranty Action), Raffé, the Receiver or any other Puccini shareholder may make a motion before Referee Donald Diamond or his successor in this proceeding to release the remaining escrowed sums. If the Referee determines that such escrow is no longer necessary, he shall direct a release of all or part of such funds, which shall be distributed in accordance with the provisions of the final order of distribution in this proceeding or subsequent order of this Court. The Receiver's attorneys shall be paid from the escrow fund after seven days have elapsed following the transmittal of a bill for their legal services and/or for reimbursement of expenses to Raffé and to any other party, if any, who has an interest in the remaining proceeds of Puccini. Nothing contained herein is

15. In the event that Raffe violates any provision of this Stipulation or otherwise defaults in any obligation hereunder, and in the event that Raffe fails to cure such violation or default within seven days from the mailing of a written notice of same to Raffe and Ira Postel, Esq., sent certified mail, return receipt requested, the Receiver may reinstate at any time thereafter the contempt motion by mailing to Raffe and Ira Postel, Esq. only a copy of a new Notice of Motion (without affidavit) which sets forth the new return date of the motion, and to otherwise and additionally pursue any and all other rights and remedies available by operation of law.

16. Raffe shall indemnify and hold the Receiver harmless of and from and shall promptly on demand reimburse the Receiver, for any and all attorneys' fees and expenses incurred as a result of any and all violations of or defaults under this Stipulation. In the event that Raffe fails to make such reimbursement, Raffe consents and agrees that the Receiver or his attorneys may seek recovery based on such indemnification by motion submitted to Referee Donald Diamond or his successor in this dissolution proceeding, which motion shall be decided upon papers submitted by both sides, without a hearing.

17. Raffe agrees and consents that all future applications made at any time by the Receiver's attorneys for compensation for professional services rendered and reimbursement of expenses shall, in the interests of preserving the Estate and reducing future legal expense, be made and determined on papers, without an evidentiary hearing.

18. This Stipulation and all obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.

19. No modification, amendment or rescission or amendment of this Stipulation nor any waiver by any party of any provision hereunder shall be effective unless in writing, executed, witnessed and acknowledged as this Stipulation.

20. Any waiver by any party of any term or provision of this Stipulation shall not be deemed a continuing waiver and not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

21. Raffe shall at any time and from time to time hereafter execute and deliver to the Receiver or his attorneys

any and all further instruments and assurances and perform any acts that the Receiver or his attorney may reasonably request for the purpose of giving full force and effect to the provisions of this Stipulation.

22. In the event that any term, provision or paragraph of this Stipulation is or is declared illegal, void or unenforceable, same shall not affect or impair the other terms, provisions or paragraphs of this Stipulation, each of which is severable.

23. Raffe has fully read and understands each and every term and provision of this Stipulation and has entered into this Stipulation after consultation with and upon the advice of counsel.

Dated: New York, New York
November 4, 1985



HYMAN RAFFE



IRA POSTEL, ESQ.
Attorney for Hyman Raffe
Office and P.O. Address:
37 West 26th Street
New York, New York
Tel.: (212) 686-1680

(Signatures contined on next page)

(Signatures continued from previous page)

FELTMAN, KARESH, MAJOR & FARBMAN

By: *Donald R. Schmitt*

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for Puccini Clothes, Ltd.
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SO ORDERED:

Special Referee Donald Diamond