

SUPREME COURT OF THE STATE OF NEW YORK  
APPELLATE DIVISION : FIRST DEPARTMENT

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In the Matter of the Application of

HYMAN RAFFE,

Petitioner,

-against-

JUSTICES OF THE SUPREME COURT OF THE STATE  
OF NEW YORK, COUNTY OF NEW YORK; Hon. XAVIER  
C. RICCOBONO; Referee DONALD DIAMOND; and  
Hon. ETHEL B. DANZIG,

Respondents.

-----x

S I R S:

PLEASE TAKE NOTICE that upon the annexed  
petition of HYMAN RAFFE, duly sworn to on the 4th day of  
January, 1985, and exhibits annexed thereto, the  
undersigned will move this Court at a Stated Term of the  
Appellate Division of the Supreme Court, First Judicial  
Department, held at the Courthouse thereof, 25th Street  
and Madison Avenue, in the Borough of Manhattan, City  
and State of New York, on *14* day of January, 1985, at  
9:30 o'clock in the forenoon of that day or as soon  
thereafter as counsel may be heard for an Order (a)

enjoining respondents from permitting the firm of Kreindler & Relkin, P.C. and Michael J. Gerstein, Esq., of that firm, from trying an action on behalf of Jerome H. Barr and Citibank, N.A., to recover "attorneys' fees, costs, penalties, and other expenses" against your petitioner; (b) enjoining respondents from prohibiting George Sassower, Esq., to try such action on behalf of your petitioner; (c) declaring disqualified Hon. Xavier C. Riccobono and his appointee, Referee Donald Diamond, from exercising any judicial, quasi-judicial, administrative functions, in the above action or any Puccini related litigation (Judiciary Law §14), except as a trustee of Puccini or in any way communicating, directly or indirectly, with any member of the judiciary with respect to such Puccini related litigation; (d) restraining Hon. ETHEL B. DANZIG from assigning the aforementioned matter until Her Honor determines on the merits petitioner's motion dated January 2, 1985 and directing Her Honor to disregard any and all instructions, directions, or suggestions which come from Xavier C. Riccobono or Donald Diamond; (e) together with any other, further, and/or different relief as to this Court seems just and proper in the premises.

PLEASE TAKE FURTHER NOTICE, that answering papers, if any, are to be served upon the undersigned at least five (5) days before the return date of this motion, with an additional five (5) days if service is by mail.

Dated: January 4, 1985

Yours, etc.

GEORGE SASSOWER, Esq.  
Attorney for petitioner  
2125 Mill Avenue,  
Brooklyn, New York, 11234  
718-444-3403

To: Hon. Robert Abrams  
Hon. Xavier C. Riccobono  
Hon. Ethel B. Danzig  
Referee Donald Diamond  
Kreindler & Relkin, P.C.

bank and its attorneys, the attorneys trying this case, got caught stealing, and now want Raffe to pay all their expenses in their trying to cover up the matter.

The sum herein sought to be recovered is based upon a liquidated sum of money under a written guarantee signed by Raffe. It was a suit on documents like those you might sign for a bank loan to guarantee repayment by a friend or relative.

In this case the guarantee documents were prepared by plaintiff Barr, Kaufman's attorney, and who K&R claim was its "associate", and who acted as attorney for all the parties in the underlying transactions.

Undoubtedly, Barr, the plaintiff and "associate" of K&R, will or ought to testify, in this action as to the intended meaning of "attorneys' fees, costs, penalties, and other expenses", matters on which plaintiffs seek reimbursement from Raffe. Did it, for example, include, as K&R now claim, "business meals" or "cab fares"? Did Barr, the "associate" of K&R, who also served as the attorney for both Kaufman and Raffe, explain to Raffe that expenses included "business meals" and "cab fares"? Did Barr explain to Raffe that he could be sued without the prime obligor being asked to pay, without notice that he should pay, and that without demand, notice or warning he could be served with a summons and he would have to pay K&R's "business meals" or "cab fares"?

Raffe is not concerned with what or how K&R billed Barr and Citibank; or what Barr and Citibank paid K&R; but what are the reasonable attorneys' fees for such action, if such action had to be brought in the first place.

We believe the evidence will reveal that this action was brought against Raffe without any prior demand, orally or otherwise. No letter, no telephone call, no nothing -- a summons and complaint, from K&R, was Raffe's first notice.

Raffe will claim that if a legitimate request or bill was given him, he would have paid it, without any summons and complaint.

Raffe will further claim that if Barr and Citibank were justified in bringing this law suit, it was about the simplest and inexpensive type of lawsuit known to law.

We will show you that if this case had to be brought in the first place, and we claim it did not have to be brought and should not have been brought, about any recent graduate from law school could have successfully prosecuted this action from beginning to end with a few hours work.

Raffe does not deny or dispute that K&R and MJG spent tens of thousands of hours of labor?

If Barr and Citibank say they paid K&R a sum of \$500,000, we have no intention of seriously disputing such assertion!

If K&R says that they were entitled to such large sum of money from Barr and Citibank, Raffe says that this is a matter between them for which he, nor should you, have any concern.

The question that concerns Raffe, and we say concerns you, is how much should Raffe pay Barr and Citibank, if anything, as reasonable attorneys' fees, if anything, for the bringing of this action, if you find the action had to be brought in the first place.

We believe that the evidence will show that Barr & Citibank paid K&R for arranging the larceny of judicially entrusted funds!

We believe that the evidence will show that Barr & Citibank paid K&R for themselves taking some of the proceeds of such larcenous funds!

We believe that the evidence will show that Barr & Citibank paid K&R for arranging for their co-conspirators to share in the larceny of such judicially entrusted assets!

We believe that the evidence will show that Barr & Citibank paid K&R for "estate chasing", which like "ambulance chasing" is illegal, immoral, and unethical!

Larceny, as you probably know, is the unlawful taking of monies which does not belong to you. In common language it is stealing!

What is uncommon, is that in this case is that it was the attorneys for Citibank and Barr, K&R, arranging this larceny, this stealing, charging its clients for such criminal services, calling it "attorneys' fees", and want Raffe to pay it!

We believe that the evidence will show that Barr & Citibank paid K&R for preparing perjurious documents to conceal such larceny or stealing!

We believe that the evidence will show that Barr & Citibank paid K&R for deceiving both this Court and the Appellate Division in this action, and want Raffe to pay for the lies and deception of their attorneys, the same attorneys who will be trying this case!

We believe that the evidence will show that Barr & Citibank paid K&R for its part in "switching" and "changing" judicially filed papers in this action, and want Raffe to pay for such illegal and unethical conduct, as its "attorneys' fees"!

We believe that the evidence will show that Barr & Citibank paid K&R for corrupting another firm of attorneys to betray their clients, and want Raffe to pay for same, as "attorneys' fees"!

We believe that the evidence will show that Barr & Citibank paid K&R for corrupting a judicial official and causing him to betray his trust, in order to conceal such larceny!

We believe that the evidence will show that Barr & Citibank paid K&R for corrupting still another firm of attorneys to betray a judicial trust in order to conceal such larceny!

We believe that the evidence will show that Barr & Citibank paid K&R for committing a fraud upon the court in the selection of a firm of accountants to investigate such charges of larceny when in fact they were attempting to conceal such larceny!

In short, whatever Barr & Citibank paid K&R, it was not the reasonable value for bringing this action, but K&R was paid for a long series of acts which were criminal, illegal, immoral, unethical, and corrupt!

MJG, a member of K&R, repeatedly told you upon selection that he, with the testimony of members of his firm, intended to take you through K&R's offices, show you how they operate, and how they operated and performed in this action!

Nevertheless, whatever and however K&R operates or operated in this case, if Raffe has to pay Barr and Citibank anything it should be only for the reasonable lawyers' services that had to be rendered in the bringing of this action, if such action had to be brought.

His Honor will instruct you at the conclusion of the case as to the law you will apply, but until that time we wish to repeat that we do not believe that "attorneys' fees" in this case, which plaintiffs request from Raffe, includes unlawful payments made to K&R, for "estate chasing", for "larceny", for "perjury", for "pay-offs", for "judicial corruption", for "deceit", and for "conspiracy".

To put it simply, Mr. Raffe is here before you because he does not believe he should have to pay a restaurant \$500,000 for a cup of coffee he never ordered or a doctor \$500,000 for removing a splinter from his finger which he did not have!

This action was and is a "fake" from beginning to end, "engineered" by K&R, the attorneys who will be trying this case and also testifying, and the work they did and are doing was and is merely the result of its "cover-up" as a result of being caught!

As I previously told you this action, Raffe contends, is like a bank robber being caught trying to "hold-up" Citibank, and now suing Citibank for his legal expenses in defending himself on the criminal charges! In this case it is Citibank and K&R who have been caught stealing, have been caught committing perjury, have been caught with a variety of other criminal and unethical activities and now want Raffe to pay their expenses because of activities they should not have committed in the first instance.



In short, if Raffe has to pay plaintiffs their "attorneys' fees", costs, penalties, and expenses", this does not include payments for the judicial corruption and other illegal, unethical and improper activities by K&R, who to repeat are and will appear as both witnesses and attorneys for the plaintiffs in this action which you are being called upon to decide!.

b. In this action not only is K&R's creditability, and those of its members, on the front line, but also its honesty and integrity.

c. Trying this action on behalf of plaintiffs is MJG of K&R, who was intimately involved in the prosecution of this action, and "ought" to testify on plaintiffs' behalf.

d. On jury selection, MJG named about six members or former members of K&R who would testify in this action.

Additionally there are other members, former members, and "associates" of K&R, who "ought" to testify, and who probably will be called by defendant, if not called by plaintiffs.

e. If there is any case or authority which would permit this action to be tried on behalf of plaintiffs by K&R and MJG, petitioner calls on them to set same forth, here and now.

To permit K&R and MJG to remain as counsel in this matter for the plaintiffs (a) unfairly impairs petitioner's attorney's ability to cross-examine and (2) permits K&R and MJG to place before the jury "unsworn testimony".

K&R and MJG are counsel-witness in this litigation, and as a matter of law are disqualified (Grossman v. Commercial, 59 A.D.2d 850, 399 N.Y.S.2d 16 [1st Dept.]; Miller v. Glant, 72 A.D.2d 520, 420 N.Y.S.2d 900 [1st Dept.]; Rav v. Union, 63 A.D.2d 609, 405 N.Y.S.2d 78 [1st Dept.]; Tru-Bite v. Ashman, 54 A.D.2d 345, 388 N.Y.S.2d 279 [1st Dept.]; Hempstead v. Reliance, 81 A.D.2d 906, 439 N.Y.S.2d 202 [2d Dept.]; North Shore Neurosurgical v. Leivy, 72 A.D.2d 598, 421 N.Y.S.2d 100 [2d Dept.]; Emerald Green v. Aaron, 90 A.D.2d 628, 456 N.Y.S.2d 219, 220 [3d Dept.]; Koger v. Weber, 116 Misc.2d 726, 455 N.Y.S.2d 935, 937 [Sup. N.Y., per Stecher, J.]; 1776 Associates v. Lararus, 99 Misc.2d 370, 416 N.Y.S.2d 162 [Sup. N.Y., per Kassal, J.]; Emle v. Patentex, 478 F.2d 562 [2d Cir.]; Norell v. Federated, 450 F. Supp. 127 [SDNY]; Sheldon Elevator v. Blackhawk Heating, 423 F. Supp. 486 [SDNY] cf. People v. Baldi, 54 N.Y.2d 137, 444 N.Y.S.2d 893; People v. Paperno, 54 N.Y.2d 294, 445 N.Y.S.2d 119).

Thus, sua sponte, the trial court in MacArthur v. Bank of New York (524 F.Supp 1205 [SDNY, Sofaer, J.]), declared a mistrial and declared counsel disqualified after two days of testimony before a jury.

Thus, this Court affirmed the disqualification of an "of counsel" trial attorney at the eve of trial, even though prejudice to the adversary was not discernable (Manufacturers Hanover v. Lindenbaum, 73 A.D.2d 517, 422 N.Y.S.2d 892 [1st Dept.]).

f. In view of the aforementioned, petitioner need not address the disqualification of K&R by reason of the essential nature of the testimony of "its associate", the plaintiff, Barr, who drew the instruments in question and represented all the parties with respect to same.

2. Petitioner's Has the Absolute Right of Counsel of His Choice:

a. Petitioner has served and filed his Notice that George Sassower, Esq., act as his attorney in the underlying litigation (Exhibit "A") presently pending.

b. Neither petitioner, nor his attorney know of any reason for his disqualification at the present time, under the present status of the underlying litigation.

Petitioner's right is therefore absolute and of constitutional magnitude (Abrams v. Anonymous, 62 N.Y.2d 183, 476 N.Y.S.2d 494).

c. In the underlying litigation, the third party complaint against the third party defendants has heretofore been discontinued, with prejudice.

By discontinuing the third party action, with prejudice, no one has nor can claim any conflict of interest.

3. Disqualification of Xavier C. Riccobono:

a. Xavier C. Riccobono is a defendant or respondent, named or unnamed, individually and/or in a representative capacity, in various actions and proceedings in the federal court, this Court, the Court of Claims, and in Supreme Court, New York County.

Petitioner claims that Xavier C. Riccobono has been a trustee of Puccini since June 4, 1980, when the assets and affairs of Puccini were declared custodia legis.

Xavier C. Riccobono was served with a summons and complaint on January 23, 1984 in an action commenced by your petitioner in federal court.

Presently pending in Special Term Part I, New York County, on January 7, 1985, is petitioner's motion to set his action down for an assessment of damages against Xavier C. Riccobono for his failure to appear, answer, and/or move with respect to a summons and complaint served upon him and his attorney, the Attorney General.

Under such circumstances, petitioner claims that the judicial, quasi-judicial, and administrative actions of Xavier C. Riccobono, except as trustee of Puccini, are null and void (Judiciary Law §14).

There have been numerous demands upon the attorney for Xavier C. Riccobono that he recuse himself from all judicially related activities regarding Puccini without any known affirmative result.

b. Additionally, petitioner's counsel intends to serve a Subpoena and a Subpoena Duces Tecum upon Hon. Xavier C. Riccobono, Kenneth R. McGrail, Esq., and Referee Donald Diamond in the underlying trial.

c. Sometime in February 1984, about one month after Xavier C. Riccobono was served with a summons and complaint from aforementioned federal court, which included the court appointed receiver and Rashba & Pokart as defendants also, the Receiver and/or his law firm ex parte communicated with Xavier C. Riccobono, and of discussions ensued (Exhibit "B"). These ex parte discussions took place with the knowledge and consent of K&R.

d. These discussions took place at a time when Rashba & Pokart ["R&P"] stated that it was going to file a report on Puccini's affairs after June 4, 1980 in the federal court.

Such report confirmed that there had been a massive, unlawful dissipation of Puccini's assets after its property became custodia legis.

More important was the fact that in addition to such massive unlawful dissipation of judicially entrusted assets, "engineered" by K&R, it revealed (1) a perjurious submission denying same by Citibank and K&R [which order is the basis of the

underlying action]; (2) the involvement of the Receiver in not exposing same, to the detriment of the court's trust, resulting in a judgment against Puccini for more than \$475,000 [Exhibit "C"]; (3) and the fraudulent appointment of R&P, upon the petition of the Receiver.

With K&R, and Arutt, Nachamie, Benjamin, Lipkin & Kirschner, P.C. ["ANBL&K"], the accused law firms, the Receiver had requested that the Court appoint R&P, the accountants for K&R to investigate its client, without revealing the disqualifying relationships!

With K&R and ANBL&K, the accused law firms, the Receiver had requested that the Court appoint R&P, without revealing that ANBL&K had "laundered" \$6,200 (Exhibit "D") unlawfully taken from Puccini to pay a bill rendered by R&P to K&R!

Certainly, this Court does not need the Second Department to teach it that under "color of law" one cannot have a court appoint accountants to investigate its clients or those who laundered monies to it (Scott v. Brooklyn Hospital, 93 A.D.2d 577, 462 N.Y.S.2d 272 [2d Dept.]; Schmitt v. Kantor 83 A.D.2d 862, 442 N.Y.S.2d 65 [2d Dept.]; Murphy v. Telesha, 67 A.D.2d 701, 412 N.Y.S.2d 406 [2d Dept.]; DeCamp v. Good Samaritan, 66 A.D.2d 766, 410 N.Y.S.2d [2d Dept.]).

Certainly, this Court does not need the United States Supreme Court to advise it that under the circumstances at bar, K&R, ANBL&K, the Receiver, his law firm, and R&P had a duty to advise the Court of the pre-existing relationships, in crystal clear terms, before the Court made such appointment (Commonwealth Coatings v. Continental, 393 U.S. 145, 89 S.Ct. 337, 21 L.Ed. 2d 301).

The appointment was made to conceal rather than reveal, at Puccini expense, and in direct violation of the mandatory, non-discretionary, rule of this court (22 NYCRR §660.24).

In any event, as a result of these disclosures, Xavier C. Riccobono, designated Referee Donald Diamond, to stonewall petitioner's right to relief, as was intended by the Receiver and K&R.

Thus, as this Court will see, although legally and morally disqualified, there resulted a continuous series of transactions in and out of the "Diamond private Chamber of Judicial Horrors" (Civil Right Law §4), which would dumbfound even Richard III!

Referee Diamond, the lap-dog of Xavier C. Riccobono, is in most charitable of terms in the Puccini litigation a "fixer" par excellence!



Inside his non-public "office-courtroom" he contrives, fabricates, and even destroys judicially filed papers!

Outside of his "non-public" courtroom he, under the aegis of Xavier C. Riccobono, leads the "so called" independent members of the judiciary around like a bunch of circus elephants.

Referee Donald Diamond is also disqualified as a matter of law, since, inter alia, he is a named party in federal litigation which demands monetary damages against him personally for his ministerial and non-immune conduct.

Since a very substantial amount of time claimed by K&R involve Referee Donald Diamond and its ex parte conversations and arrangements with him, Referee Diamond not only "ought" to testify, he will be subpoenaed by petitioner's attorney to testify at length and in great detail.

Referee Diamond contends that only Xavier C. Riccobono can relieve him of his assignment, if that be the situation then this Court is respectfully requested to mandamus such action by his appointor, Hon. Xavier C. Riccobono.

In addition to the aforementioned, since Referee Diamond contends that only Xavier C. Riccobono can remove him, request is hereby made for such mandamus proceeding, based upon an incident which is best set forth by petitioner's attorney's letter:

"October 22, 1984

Referee Donald Diamond  
Supreme Court, New York County  
60 Center Street,  
New York, New York, 10007

Re: Barr v. Raffe  
(Puccini Clothes, Ltd.)

Referee Diamond:

1. Your insulting remark about me, to my daughter describes you, not me!

Who, but one "morally bankrupt", insults and degrades a person through his daughter?

2. If there is immunity, a proposition I question, you need it. I do not!

3a. It took me almost four (4) years, but I have shown with crystal clarity that Kreindler & Relkin, P.C. engineered the larceny of judicially entrusted assets!

Not petty larceny, but massive larceny of assets that justices of your court and the court itself was trustee.

I do not have to concern myself with any potential defamation action, as long as truth is a defense.

b. You have tried for seven (7) months to conceal such larceny, but you can't, anymore than you can conceal a herd of elephants in your mini-courtroom!

Who is "morally bankrupt"?

4a. It took me several years to reveal and prove the perjury committed by Citibank and Kreindler & Relkin, but I did it -- I even obtained a confession!

b. Your few fig leaves cannot conceal this fact!

Who is "morally bankrupt"?

5a. I exposed the Kreindler firm pay-off to Arutt, Nachamie, Benjamin, Lipkin & Kirschner, P.C. from Puccini's trust assets for its unlawful cooperation, and tried to make recovery on behalf of Puccini -- the trust of the justices of your court!

b. You have made every effort to obstruct Puccini's recovery of those unlawfully taken trust assets!

Who is "morally bankrupt"?

6a. I exposed Lee Feltman, Esq., and Feltman, Karesh & Major, Esqs., betraying the court's trust and causing it very substantial damages!

You have made every attempt to suppress such corruption!

Who is "morally bankrupt"?

7a. I have made every attempt to have Puccini recover its unlawfully dissipated assets from all sources!

b. You have made every attempt to permit the thieves to keep their bounty!

Who is "morally bankrupt"?

8a. I exposed that this Court, on application of the Receiver, had appointed -- Rashba & Pokart as investigatory accountants, when undisclosed was the fact that Kreindler & Relkin and/or their clients were clients of such accounting firm, and that the Arutt firm "laundered" monies to it, unlawfully taken from Puccini!

Thus we had, through a mind-boggling fraud upon the court, the appointment of Rashba & Pokart to make an investigatory accounting of its client and the firm that laundered monies to it!

Such proposed appointment was made by the Receiver and obviously was intended to conceal, not expose, the massive dissipation of judicially entrusted assets engineered by the Kreindler firm! Such intended concealment is not even denied!

b. You have stonewalled the mandated hearing of Mr. Justice Ascione which should produce further information on this egregious and deceitful appointment!

Who is "morally bankrupt"?

9a. You accuse me of requesting a pre-motion conference which would prevent Feltman and his law firm from acting contrary to the legitimate interests of Puccini -- their client and their trust -- no, the court's trust!

b. You would not even allow the motion to be made!

Who is "morally bankrupt"?

10a. You accuse me of requesting a pre-motion conference which would prevent the Arutt firm from acting contrary to the legitimate interests of their clients, Dann and Sorrentino!

b. You would not even allow the motion to be made!

Who is "morally bankrupt"?

11a. I wish to clean out these conspiring derelicts from the halls of justice!

b. From everything I have seen, you have permitted, encouraged, approved, and indeed orchestrated, about every form of legal immorality that could possibly be practiced in a courtroom in this case, by the Kreindler, Feltman, and Arutt firms!

Who is "morally bankrupt"?

\* \* \*

Nevertheless, in my world, no matter who you are, or what you did, I would not tell it to your child -- to anyone's child -- as you have done to mine!

You may think you have the power to approve, in the courtroom, the transgression of about every moral law, but you do not and will not get on the phone and tell my daughter that I am "morally bankrupt"?

That is for God's judgment, not yours, and I am sure, if it be true, then God will tell me, not any of my children!

\* \* \*

I do not represent Mrs. Lillian Silver, but on a matter that there was no possible way you could personally know the truth, you had the audacity and arrogance to call this woman, who you never met, a "liar", not once, but twice.

"Have you no sense of decency, sir", asked Welch to Senator McCarthy, which I now ask of you?

With my own eyes and my own ears, I, as do others, know she spoke the truth, and no one now even contends otherwise.

\* \* \*

As to your personal remark about Mr. Hyman Raffe who I have known for about 30 years, I do not represent him, nor have I been authorized to speak on his behalf.

When you evaluate the conduct of all the parties to this litigation, including the litigating judges and yourself, and their attorneys, there is only one "Mr. Clean" -- it is Mr. Hyman Raffe!

Mr. Raffe is the only person who escapes from any accusation of moral misconduct -- the only one!

Nevertheless, you took the opportunity of gratuitously calling him "morally bankrupt" also!

Sir, have you gone mad?

\* \* \*

You sir, will recuse yourself -- immediately from any and all aspects of the Puccini litigation!

If there is any decency left within you, take it and go! In the name of God and everything decent -- just go!

GEORGE SASSOWER"

d. The outright corruption that exists in the private "office-courtroom" of Referee Donald Diamond is reflected by petitioner's attorney's motion to this Court submitted on January 3, 1985, where "pay-offs" for exchanged favors are overtly made between K&R and FK&M.

e. Petitioner and his attorney has charged Referee Diamond with blatant corruption, as hereinabove seen, which is part and parcel intimately associated with plaintiffs' claim for "attorneys' fees"!

4. Hon. ETHEL B. DANZIG:

a. Referee Donald Diamond has taken it upon himself to repeal the "laws of God", the "Constitution of the United States"; the "Constitution of the State of New York; and about everything else, including the Order of this Court dated August 18, 1983 (Barr v. Raffe, 96 A.D.2d 800, 466 N.Y.S.2d 340 [1st Dept.]).

b. About the only thing of significance gained by petitioner from the aforementioned Order of this Court, was the direction that petitioner was to be allowed to inspect the "original time records" of K&R.

Although the Order of this Court specifically provided that disclosure was to be provided by the end of September 1983, Referee Diamond changed this so that inspection would take place before and during jury selection.

Jury selection took place on December 18, 19, and 20, 1984 and K&R refused such inspection before and during jury selection. Consequently, petitioner's attorney make application for the appropriate relief by way of an Order to Show Cause, which Her Honor refused to sign!

Thus, petitioner's attorney moved by Notice of Motion returnable January 10, 1985, the first available date without an Order to Show Cause.

Since the trial is supposed to commence on January 8, 1985, a stay is requested until the aforementioned motion is determined its merits.

b. Petitioner has complete confidence in the integrity of Hon. ETHEL B. DANZIG and many other justices of that court, but does not want to hear, nor should he have to hear, directly or indirectly from them that their actions are in accordance with the directions or wishes of Xavier C. Riccobono or Donald Diamond!



c. As far as petitioner and his attorney are concerned in the underlying litigation Referee Diamond will be portrayed to the jury as a "corrupt fixer"!

WHEREFORE, it is respectfully prayed that an Order be entered in accordance with the foregoing petition.

GEORGE SASSOWER, Esq.  
Attorney for petitioner  
2125 Mill Avenue,  
Brooklyn, New York, 11234  
(718) 444-3403


STATE OF NEW YORK )  
CITY OF NEW YORK ) ss.:  
COUNTY OF KINGS )

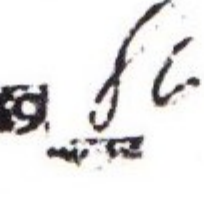
HYMAN RAFFE, first being duly sworn,  
deposes, and says:

I am the petitioner herein and have read  
the foregoing Petition and the same is true of my own  
knowledge except as to matters stated therein to be on  
information and belief, and as to those matters deponent  
believes them to be true.

  
\_\_\_\_\_  
HYMAN RAFFE

Sworn to before me this  
4th day of January, 1985



BARBARA TAIT URI  
Notary Public State of New York  
No. 24-4760746  
Qualified in Kings County  
Commission Expires March 30, 1985 

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

JEROME H. BARR and CITIBANK, N.A., as  
Executors of the Will of Milton Kaufman

Index #  
16792/1980

Plaintiffs,

Cal. No.  
56943

-against-

HYMAN RAFFE,

Defendant.

S I R S:

PLEASE TAKE NOTICE that I, HYMAN RAFFE,  
defendant in the above entitled action does hereby  
desire, wish, consent, and agree that GEORGE SASSOWER,  
Esq., of 2125 Mill Avenue, Brooklyn, New York, 11234, be  
substituted in the place and stead of SAM POLUR, P.C.,  
in this matter, as of this date.

Dated: December 28, 1984

*Hyman Raffé*  
 \_\_\_\_\_  
 HYMAN RAFFE

*George Sassower*  
 \_\_\_\_\_  
 GEORGE SASSOWER

*Sam Polur*  
 \_\_\_\_\_  
 SAM POLUR, P.C.

) ss.:  
 )

STATE OF NEW YORK  
CITY OF NEW YORK  
COUNTY OF KINGS

On this 28th day of December, 1984,  
before me appeared HYMAN RAFFE to me known and known to  
me and he duly acknowledged that he executed the  
foregoing instrument.

*Barbara Stature*  
 \_\_\_\_\_  
 BARBARA STATURE  
 Notary Public in and for the State of New York

Exhibit "A"

**FILED**  
 JAN - 2 1985  
 COUNTY CLERK'S OFFICE  
 NEW YORK

Supreme Court  
of the  
State of New York



CHAMBERS OF  
XAVIER C. RICCOBONO  
ADMINISTRATIVE JUDGE-CIVIL BRANCH  
FIRST JUDICIAL DISTRICT

JUSTICES CHAMBERS  
NEW YORK COUNTY COURT HOUSE  
NEW YORK, N. Y. 10007

March 26, 1984

Donald F. Schneider, Esq.  
55 East 52nd Street  
New York, N.Y. 10055

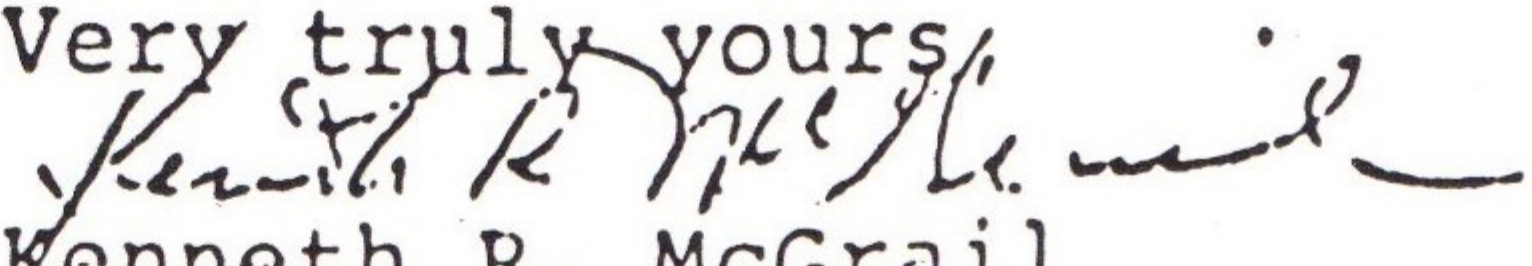
Re: Court-Ordered Dissolution  
of Puccini Clothes, Ltd

Dear Mr. Schneider:

As you know from our conversations your request to the Administrative Judge for the appointment of one justice to adjudicate all motions and to oversee the proceedings and actions relative to the dissolution of Puccini Clothes, Ltd., has been referred to me for investigation.

Upon review of the voluminous papers encompassing the actions and proceedings involved it does not appear that the legal issues presented warrant these cases being assigned to one justice. However, given the proliferation of motion practice which has accompanied prosecution of these actions it does appear that some supervision of the parties is appropriate. Accordingly, Mr. Justice Riccobono has directed that all remaining issues in the dissolution proceeding (Index No. 1816/80) and all discovery motions in the related actions be referred to Trial Term, Part 10 for assignment of a referee to hear and determine; and that all factual issues raised in any future motions in any of these actions or proceedings be referred by the justice presiding in Special Term, Part I to that same referee to hear and report, with recommendations.

Enclosed please find a copy of the Administrative Order to that effect.

Very truly yours,  
  
Kenneth R. McGrail  
Law Secretary to-  
Xavier C. Riccobono  
Administrative Judge

KRM:ac  
ENC.

*W.H.B. "B"*

No - 4441

TRANSCRIPT OF JUDGMENT

JUDGMENT DEBTOR		JUDGMENT CREDITOR		ATTORNEY FOR JUDGMENT CREDITOR	
Surname	Given Name	Trade or Profession	Last Known Address	Name and Address	Name and Address
DANN	EUGENE		105-1 CHANNED Hewlett Wy	ALYMAN RAFFIE RAFFIE	ALYMAN RAFFIE
SORENTO	ROBERT		215 QUEEN COUNTY N. BAYVIEW	2134 PACIFIC BLVD	2125 MILL AVE
PREINIK	LOTYES		40 LEE ST 55-55 ST	ARTISTIC REACH BLVD	REIDY
JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT		REMARKS DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT	
84	8/15	Against @ @ @ \$316,950.57			
		Against @ 158,475.29			
		Total \$			
EXECUTION		SATISFIED		STATE OF NEW YORK COUNTY OF NEW YORK	
When Issued	When	How and to What Extent		I, NORMAN GOODMAN, Clerk of the County of New York, hereby certify that the above is a correct transcript from the Docket of Judgments in my office.	
When Returned Unsatisfied				IN TESTIMONY WHEREOF, I have hereunto set my name and official seal and date at New York County Clerk, New York County.	

HON. NORMAN GOODMAN  
COUNTY CLERK, NEW YORK CO.  
60 CENTRE STREET  
NEW YORK, N. Y. 10007

PLEASE FILE MARK AND RETURN TO ISSUING COUNTY

DO NOT DETACH

Exhibit.

No 4441

Date 4-5-84

Debt 2125

184

ARUTT, NACHAMIE, BENJAMIN, LIPKIN &  
KIRSCHNER, P.C.  
SPECIAL ACCOUNT 2  
282 MADISON AVENUE  
NEW YORK, N.Y. 10017

10/10 1950  $\frac{1.12}{210}$  114

DATE	AMOUNT
10/10/50	600.00

PAY TO THE ORDER OF Robert C.P. D \$ 600.00

Six hundred and no DOLLARS

ARUTT, NACHAMIE, BENJAMIN, LIPKIN  
KIRSCHNER, P.C.

1-22-20/15/50 CHEM BANK MADISON AVENUE

CHEMICAL BANK  
115 MADISON AVENUE, NEW YORK, N.Y. 10017

*[Signature]*

⑆021000128⑆ 092-019307⑆

⑆0000620000⑆

PAY TO THE ORDER OF  
Manufacturers Hanover Trust Company  
RASHBA & POKART  
- D10711

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CHEMICAL BANK

40010

32200528

*Exhib "D"*

Index No.

Year 19

APPELLATE DIVISION : FIRST DEPARTMENT

HYMAN RAFFE,

Petitioner,

-against-

JUSTICES OF THE SUPREME COURT et al.,

Respondents.

Notice of Petition and Petition

GEORGE SASSOWER

Attorney for

Office and Post Office Address, Telephone

2125 MILL AVENUE

BROOKLYN, NEW YORK 11234

212-444-3400

*Record  
written  
in Court  
1/4/84  
2:30 PM*

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Sir:—Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

19

NOTICE OF SETTLEMENT

that an order  
settlement to the HON.

of which the within is a true copy will be presented for  
one of the judges

of the within named court, at  
on

19

at

M.

Dated,

Yours, etc.

GEORGE SASSOWER

Attorney for

To

Office and Post Office Address

2125 MILL AVENUE

BROOKLYN, NEW YORK 11234

Attorney(s) for