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Foreperson, Westchester County Grand Jury
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White Plains, NY 10601

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Part I

Dear Foreperson:

1A. In *all* actions revolving around the ***Citibank Bribes For Total Immunity Enterprise*** ["***The Enterprise***"], *New York State Attorney General* ["NYSAG"] ***Andrew M. Cuomo***, in violation of Article XIII §7 of the *New York State Constitution*, defended NY State judges & officials in their "*personal capacities*", defrauding the *State of New York* thereby.

In the federal courts, such *unconstitutional* defense representation by NYSAG *Andrew M. Cuomo also* violated Amendment XI of the *Constitution of the United States* (*Hans v. Louisiana*, 134 U.S. 1 [1890]).

B. Obviously, the New York State Attorney Generals, during the past thirty-three (33) years, were "cooking their financial books" to conceal these *unconstitutional* expenditures of NY State monies from the New York Legislature, which *anyone*, without cost or expense, can independently verify, by a *Freedom of Information Law* request [FOIL #03-540].

C. Unquestionably, the New York State Attorney Generals, including NYSAG *Andrew M. Cuomo,* and those receiving such *unauthorized* and/or *unconstitutional* defense representations, have an obligation to "*reimburse*" the *State of New York* for the expenditures made!

2A.. In *all* these *unconstitutional* defense representations, State & Federal, NYSAG *Andrew M. Cuomo*, and his predecessors, *never* acted contrary to the interests of "*The Enterprise*" or the interests of its participants, such as *Citibank, N.A.*, financially or otherwise, although their actions were invariable criminal in nature and *betrayed* the interests of their only client, the *State of New York*!

Andrew M. Cuomo and everyone else, is here challenged to show one (1) single instance where he subordinated the interests of "*The Enterprise*", to that of *The State of New York.* It is anticipated that neither he nor anyone else will, because they cannot!

As a *sua sponte* obligation, *no* American court can tolerate an attorney *betraying* his/her client or trust (*Wood v. Georgia*, 450 U.S. 261, 265 fn. 5 [1981]), and for this reason alone, all proceedings during the tenure of *Andrew M. Cuomo*, as NYSAG, revolving around "*The Enterprise*", are"*null & void*", an infirmity not subject to any time limitations (*Hazel v. Hartford*, 322 U.S. 238 [1944]), and which can be raised in a collaterally proceeding (*U.S. v. Throckmorton*, 98 U.S. 61 [1878]).

B. As Governor, the continuing *treasonous* conduct of *Andrew M. Cuomo*, financially & otherwise, in matters revolving around "*The Enterprise*" is anticipated!

3. Insofar as the *betrayal* of the interests of the *State of New York* were & are financial, as NYSAG or as Governor, *Andrew M. Cuomo*, did *not* have and does *not* have, the "*legal power*" to make *unauthorized* and/or *unconstitutional* expenditures of New York State monies, or to waive or excuse *reimbursement* and/or *restitution*, since the "*exclusive*" power of the *New York State* purse, subject to federal law, is with the New York Legislature!

4. The "***Bribes***", here targeted, although *only* a fraction of its total *bribes*, are the more than $3,500,000 to judges & officials involved in "*The Enterprise*": (1) from "*sources*" where "*public accountings*" are "*mandatory*", and (2) where I have "*standing*" to "*sue & recover*" in favor of the victims, including the *State of New York*!

The "***Expenditures***" here targeted, are *only* those by: (1) the *State of New York* and/or its political subdivisions, and (2) where I have "*standing*" to "*sue & recover*" in favor of the *State of New York* and/or its political subdivisions!

Where judicial trust or public monies, federal, state or local, are involved, "*public accountings*" are *mandatory*, which "*public accountings*" cannot be excused, waived or enjoined by anyone or by any branch of government.

5. Article I, §6 of the *New York State Constitution* provides:

> "The power of grand juries to inquire into the wilful misconduct in office of public officers, and to find indictments or to direct the filing of informations in connection with such inquiries, shall never be suspended or impaired by law."

Article I, §9 of the *New York State Constitution* provides:

> "No law shall be passed abridging the rights of the people .... to petition government or any department thereof ...."

6. Based on the documentary, available to *anyone* under the *Freedom of Information Law* ["FOIL"], the filing of *indictments* and/or *informations* by the Grand Jury against *Andrew M. Cuomo* and others would be a short "slam-dunk" proceeding and *inter alia*, result in an immediate "*reimbursement & restitution*" of "*millions of dollars*" in favor of the State of New York!

An immediate result would *also* be the *termination* of *unauthorized* and/or *unconstitutional* New York State expenditures which NYSAG *Andrew M. Cuomo* did not support!

Demand is here made that there be produced by NYSAG *Andrew M. Cuomo*, or his successor, *Eric Schneiderman*, for examination by the *Grand Jury:* (1) copies of the mandatory "*accountings*" for the "*diverted*"monies of: (1) the *State of New York* (see, "Part C-3", *infra*); (2) *Puccini Clothes, Ltd.* (see," Part C-1", *infra*), and (3) *Estate if Eugene Paul Kelly, deceased* (see, "Part C-2", *infra*); (4) the Agreements which were subject to FOIL request #03-540; and (5) the *mandatory NY Judiciary Law* §39-a Statements by the New York State Office of Court Administration ["NYSOCA"].

7. Those primarily accused herein, such as *Andrew M. Cuomo*, *Eliot L. Spitzer* and *Robert Abrams*, are being served with a copy of this Grand Jury presentation and are afforded an opportunity to respond.

I desire & authorize the District Attorney to delay forwarding this communication to the Foreperson of the Grand Jury for fifteen (15) days, affording those primarily accused to respond, before transmitting it and the responses, if any, to the Foreperson, along with my request to appear before that body in order to make a more extensive presentation.

Part"A-1":

1A. In *all* money damage actions, for the past thirty-three (33) years, revolving around "*The Enterprise*", which includes the *Estate of Eugene Paul Kelly, deceased*, commencing with NYSAG *Louis J. Lefkowitz*, New York State judges & officials have been defended in their "*personal capacities*", in the Federal &, State courts, at *unconstitutional* and/or *unauthorized New York State* cost & expense, by the NYSAG, the *Constitution of the United States & New York State Constitution* notwithstanding, defrauding the *State of New York* thereby.

At no time has *anyone* denied that those providing or receiving *unconstitutional* and/or *unauthorized*, defense representation, were *obligated* to *reimburse* the *State of New York* for the expenditures made.

Since *only* the *New York Legislature* can waive or excuse "*reimbursement*", the obligation of NYSAG & Governor *Andrew M. Cuomo* was & is at the satisfaction of these financial obligations in favor of the *State of New York.*

B.. However, as here demonstrated, NYSAG *Andrew M. Cuomo*, *never* supported my motions to "*reimburse*" the *State of New York* for these *unconstitutional* and/or *unauthorized New York State* expenditures!

Nor did the NYSAG *Andrew M. Cuomo* ever support my motions to *enjoin* these *unconstitutional* and/or *unauthorized New York State* expenditures!

2. The NYSAG is the "*exclusive*" legal representative of the *State of New York* and its legitimate interests, which includes the *New York State Constitution*, the laws, rules & regulations enacted thereunder, and its judges, officials and its employees in their "*official capacities*".

. The NYSAG does *not* represent its judges, officials, employees or anyone else, in their "*personal capacities*", who can *only* be represented in such capacities, by their own attorneys, at non-NY State cost & expense.

Where the *State of New York* is vicariously liable for the misconduct of the judge, official or employee, never here present, the NYSAG can represent the judge, official or employee, as an incident of his representation of the *State of New York*.

3. Article XIII §7 of the *New York State Constitution* provides:

> "Each of the state officers named in this constitution shall, during his or her continuance in office, receive a compensation, to be fixed by law, which shall not be increased or diminished during the term for which he or she shall have been elected or appointed; nor shall he or she receive to his or her use any fees or perquisites of office or other compensation."

4A. By reason of the limitation of federal judicial power, as expressed by Amendment XI of the *Constitution of the United States* (*Hans v. Louisiana*, *supra*), absent the very rare exceptions, never here present, the NYSAG *cannot* represent *anyone* sued by a "*person*" in tort for money damages in a federal forum!

A violation of Amendment XI/Hans results in a "*subject matter jurisdictional*" lethal infirmity, rendering the merit dispositions to be "*null & void*"!

Thus, *any* graduate of *any* law school, by looking at the title page of *Raffe v. Doe* (619 F. Supp. 891 [SDNY 1985]); *Geo. Sassower v. Sansverie*, 885 F.2d 9 [2nd - 1989]; *Geo. Sassower v. Abrams*, 833 F. Supp. 253 [SDNY - 1993], and *Geo. Sassower v. Starr*, 338 B.R. 212 [SDNY - 2005]) *knows* that the NYSAG and his assistants, were defrauding the *State of New York*, and that the merit dispositions made are "*null & void*" thereby (*Pennhurst v. Halderman*, 465 U.S. 89, 121 [1984]).

In New York, which is in the U.S. Second Circuit, the violation of Amendment XI/Hans is sometimes openly flaunted in "hard published print", while in other circuits, in actions revolving around "*The Enterprise*" there is an attempt at concealment of this fraud by the NYSAG!

There is *not* a single Article III federal jurist in the *entire* United States, trial or appellate, who, upon looking at the aforementioned decisions, *all* in "hard published print", who will "*swear*", "*affirm*" or *certify*" that the merit dispositions made, are valid and that the NYSAG is *not* defrauding the *State of New York* thereby! Not a single one!

Similar consequences for a violation of Article XIII, §7 of the *New York Constitution*, as exists for Amendment XI of the *Constitution of the United States* are legally compelled!

B. Obviously, the NYSAG has been "cooking his books", in order to conceal these *unconstitutional & unauthorized* expenditures from the New York State Legislature, which the Grand Jury and anyone else can confirm (FOIL #03-540)! ..... The Worst Is Still To Come!

Part"A-2":

1. The *undenied & uncontroverted* allegation of my complaint in *Geo. Sassower v. Starr* (*supra*), reads as follows:

" 1. Plaintiff is a born American citizen, a battle-starred veteran of World War II, and is entitled to all rights, privileges and immunities provided in Constitution and Laws of the United States. ...

3A. Insofar as the defendants may be judges, officials and/or employees of government, federal or state, they are here being sued in their "personal", *not* "official", capacities.

B. There is nothing in this complaint which seeks to obtain any money damages, compensatory or punitive, against the federal or state governments, or seeks to impose the cost of any defense representation on any federal or state governments, as demonstrated by the fact that no 28 *U.S.C.* §2675 "notices of claim" have been filed.

4. Insofar as the defendants may be New York State judges, officials and/or employees, in view of Amendment XI of the *Constitution of the United States*, as interpreted in *Hans v. Louisiana* (*supra*), there can be no question that they are being sued in their "personal" capacities and must be defended by non-NY State attorneys, at non-NY State cost and expense.

2. Notwithstanding the aforementioned uncontroverted allegations, openly flaunted in "hard published print", the title page reads:

"Attorneys for State Defendants, *Eliot Spitzer*, *Francis T. Murphy*, and *Jonathan Lippman*: [by their attorney] *Katherine E. Timon*, Esq., Assistant Attorney General of the State of New York"

Only the most arrogantly "hard core crooks", would dragoon or accept the *unconstitutional* NY State defense representation of Assistant NYSAG *Katherine E. Timon*, in view of the aforementioned allegations in the complaint.

Indeed, the above were *only* a few of the New York State defendants, who were being defended at *unconstitutional* NY State cost & expense, and liable to "*reimburse*" the State and they include *Katherine E. Timon*!

3. The NY State defendants, who were *sued & defended* in their "*personal capacities*" and obligated to "*reimburse*" the *State of New York* are!

"Robert Abrams; Francis T. Murphy; Xavier C. Riccobono; Ira Gammerman; Donald Diamond; Eliot Spitzer; Charles F. Sanders; Rachel Zaffrann; E. Michael Kavanagh; Katherine E. Timon; Francis A. Nicolai; Joseph W. Bellacosa; Anthony V. Cardona; G. Gail Prudenti; Jonathan Lippman; Milton Mollen; William C. Thompson; David S. Cook; Michael J. Dontzin; David B. Saxe; Alvin F. Klein; E. Leo Milonas, and Carolyn Cairns Olson." ..... The Worst Is Still To Come

Part"A-3":

1. There are several "*bribe*" agreements by and/or behalf of *Citibank, N.A.*, one of which was consummated in March of 1984, wherein *Citibank, N.A.* agreed to pay a $5,000,000 "*bribe*" to NY State Supreme Court Administrator *Xavier C. Riccobono* of New York County as the *quid pro quo* for "total, criminal, civil & disciplinary immunity", for itself, its attorney & their "*bribed*" entourage, which immunity included that they would not be divested of any of their illicit loot, even that which was the property of the *State of New York*!

Administrator *Xavier C. Riccobono* was acting on his own behalf and also on behalf of NY Appellate Division, Presiding Justice *Francis T. Murphy* of the First Judicial Department and Chief U.S. District Court Judge *Charles L. Brieant* of the Southern District of New York.

2. To conceal its own larceny of the judicial trust assets of *Puccini Clothes, Ltd.*, *Citibank, N.A.* expressly conditioned the "*bribe*" payment of $4,200,000 from its own assets, on the transmission of the

remaining cash assets in *Puccini Clothes, Ltd.*, in the approximate amount of $800,000. to members of the judiciary.

Citibank, N.A., its attorneys and "*bribed*" co-conspirators openly asserted, no judge would order an "*accounting*", even though mandatory, if it would reveal the involvement of members of the judiciary in "*bribery*" and similar activities!

3. However, my client, *Hyman Raffe*, and I had & still have, contractually based, constitutionally protected assets, including money judgments, in excess of $800,000, which could not and cannot be "*impaired*" by any State or Federal judge, official, employee or anyone acting under "color" of State or Federal law (Article §10[1] & Amendment V of the *Constitution of the United States*).

Consequently, unless *Hyman Raffe & Geo. Sassower* could be compelled to surrender their interests in *Puccini Clothes, Ltd.*, their was to be no $5,000,000 in "*bribes*"!

4. More than five (5) years *after* ***The Citibank Bribes for Total Immunity Agreement***" ["***The Agreement***"], U.S. Attorney *Samuel A. Alito* of the District of New Jersey & NYSAG *Robert Abrams*, at monumental federal & substantial NY State cost & expense, were able to consummate the transmission of the approximate $800,000 remaining judicial trust cash assets in *Puccini Clothes, Ltd.*

5. *Robert Abrams*, the statutory fiduciary, at *unconstitutional* NY State cost & expense, cooperating in the transmission of the remaining judicial trust cash assets in *Puccini Clothes, Ltd.*, his judicial trust, as part of a $5,000,000 "*bribe*"!

The transaction can be fairly described as "the rankest compound of villainous smell that ever offended nostril." (*Shakespear's, Merry Wives of Windsor*, III: v.).

6. When *Robert Abrams* and other NY State judges & officials involved in this $5,000,000 "*bribe*" transaction, were sued in their "*personal capacities*", they had the unmitigated gall to dragoon NY State representation at *unconstitutional* and/or *unauthorized* New York State cost & expense.

7. On July 2, 2009, with *Andrew M. Cuomo*, as NYSAG, in *Geo. Sassower v. Abrams/Feltman* (88 Civ. 1012/1;562 [D NJ]) I, "on behalf of myself and on behalf of *Puccini Clothes, Ltd.*" moved the U.S. District Court for the District of New Jersey for:

..... "(iv) *restitution* and *reimbursement* in favor of the *State of New York* ...."

NYSAG *Andrew M. Cuomo* did not support the above provision, whose "*exclusive*" beneficiary was his client, the *State of New York*, nor did he articulate any justification for his *treasonous, perfidious & treacherous* behavior! ..... The Worst Is Still To Come

Part"B":

1. NYSAG *Andrew M. Cuomo* <u>*never*</u> acted <u>*adversely*</u> to "*The Enterprise*" or its participants, even when such conduct *betrayed* the interests of his client, *The State of New York*, or its & his legal concerns, such as *Puccini Clothes, Ltd.* and the *Estate of Eugene Paul Kelly, deceased*!

2A. The NYSAG is the "*exclusive*" legal representative of the *State of New York* and its legitimate interests, which includes the *New York State Constitution* & its *Laws* and its judges, officials and its employees in their "*official capacities*".

B. Since the 1878 incarceration and death of *William Marcy* ["*Boss*"] Tweed", the Grand Sachem of Tammany Hall, the NYSAG is the statutory fiduciary, for all New York involuntarily dissolved corporations, such as *Puccini Clothes, Ltd.*

C. The NYSAG, on behalf of the *State of New York*, is also the *parens patriae* for all NY State children, such as the three (3) motherless infants, the prime beneficiaries, of the *Estate of Eugene Paul Kelly, deceased.*

Part"B-1":

1. *Puccini Clothes, Ltd.* –"***The Judicial Fortune Cookie***", – was involuntarily dissolved on June 4, 1980, on application of *Citibank, N.A.* and *Jerome H. Barr*, Esq. when, in this one instance, its very lucrative, but highly illegal and unethical, "estate chasing racket" went awry.

Immediately, the same day, that *Puccini Clothes, Ltd.* was involuntarily dissolved, *Citibank & Barr* and their attorneys, *Kreindler & Relkin, P.C.* ["K&R"] began to engineer the larceny of its judicial trust assets, which assets served, after "*laundering*", as a "source" of "*bribes*".

Eventually, *all* the judicial trust assets of *Puccini Clothes, Ltd.* were made the subject of larceny engineered by *Citibank-K&R*, leaving *nothing* for its nationwide legitimate creditors, including for my client, *Hyman Raffe* or myself, who held contractually based, constitutionally protected obligations, of *Puccini Clothes, Ltd.*, including money judgments, which could not be "*impaired*" by any State or Federal judge, official or employee (Article 1 §10[1] and Amendment V of the *Constitution of the United States*)!

2. In *every* court, in *every* jurisdiction, trial & appellate, State & Federal, a "*public accounting*" is "*mandatory*" where judicial trust assets are involved (75 *C.J.S. Receivers* §448, p. 617; 65 *AmJur2d Receivers*, §278, p. 861), an obligations which cannot be waived, excused or enjoined by anyone since the public is entitled to know whether their judges, officials and/or their appointees, are "crooks".

In New York, a court-appointed receiver *must* file an accounting "at least once a year" (22 *NYCRR* §202.52[e]), a regulation of the NYSOCA, which has the force & effect of statutory law, and if an accounting is not voluntarily filed within eighteen (18) months, the NYSAG *must*, as a mandatory statutory "duty", permitting no discretion whatsoever, make application to the court to have an "*accounting & distribution*" rendered (*NY Bus. Corp. Law* §1216).

However, neither *Lee Feltman*, Esq. the court-appointed receiver for *Puccini Clothes, Ltd.*, nor his law firm, *Feltman, Karesh, Major & Farbman*, Esqs. ["FKM&F"] ever filed an "*accounting*", although mandatory, or ever performed a single act to benefit their judicial trust.

Neither has any NYSAG, the statutory fiduciary, including *Andrew M. Cuomo*, ever made an application to compel an "*accounting & distribution*", although mandatory, or performed a single act to benefit their judicial trust.

3. Obviously, before *Citibank-K&R* began to engineer the larceny of the judicial trust assets of *Puccini Clothes, Ltd.*, they had or knew that they could "*fix*" NY State Appellate Division, Presiding Justice *Francis T. Murphy* of the First Judicial Department.

It was then expected by *Citibank-K&R* that Presiding Justice *Francis T. Murphy* would, in turn, "*fix*" *every* NYSAG and *every* Chief Administrator of the NYSOCA so that they would *never* have to "*account*" for its judicial trust assets, albeit mandatory, *never* compelled to provide "*restitution*", although constitutionally compelled, and the attorneys involved, would not be made the subject of professional disciplinary procedures, although *disbarment* was the inexorable result for the *impairment*" of trust assets in the "*Murphy realm*", as it repeatedly asserted!

4. Since even the most powerful of corporations, such as *Union Pacific*, and its influential attorneys, were helpless when confronted by the judges of *William Marcy* [*Boss*] *Tweed*", following his incarceration and death, the NYSAG was made the statutory fiduciary, for all New York involuntarily dissolved corporations, such as *Puccini Clothes, Ltd.* and, with increasing powers given him over the years, he now has unlimited discretionary powers to be exercised on behalf of those who have a legitimate interest in their judicial trust assets (*NY Business Corp. Law* §1214), and some mandatory, non-discretionary "duties", such as to make application to compel a court-appointed receiver to "*account* and *distribute*" after the expiration of eighteen (18) months (*NY Business Corp. Law* §1216).

Since a judge invariably over-compensates its appointees, often for the purpose of "*laundering*" such monies, to be dissipated as "*kick-backs*" or "*bribes*", upon the death of "*Boss*" *Tweed*",

a schedule of *maximum* compensations was established for court-appointed receivers (*NY Bus. Corp. Law* §1217).

Thus although neither Feltman or FKM&F were not entitled *anything* from *Puccini Clothes, Ltd.*, for they never did anything to benefit their judicial trust, by statute, they were entitled to a maximum of less than $8,000.

Instead, they received approximately $3,000,000, intended to be after "*laundering*" to be *dissipated* as "*bribes*" for judges & officials.

Obviously, there are *none* of the mandatory *NY Judiciary Law* §39-a Statements!

5. However, the NY State Legislature did not, and never has, addressed the Roman conundrum " *Quis Custodiet Ipsos Custodes*?" [Who Guards the Guardian?]!

Consequently, since it was involuntarily dissolved, almost thirty (30) years ago, the NYSAG, including NYSAG *Andrew M. Cuomo*, *never* exercised *any* of his discretionary powers on behalf of his judicial trust or those having a legitimate interests in its interests, *never* exercised his mandatory, non-discretionary, obligation to make application to compel an "*accounting* and *distribution*" and *never* acted contrary to the interests of *Citibank, N.A.*

6. However, without a "*public accounting*" and "*due process*" to "*everyone*" having an interest in the assets in *Puccini Clothes, Ltd.*, there cannot be a "final judgment" or "final order" terminating the judicial trust proceeding, a discharge of the court-appointed receiver, or his surety.

Today, more than thirty (30) years *after Puccini Clothes, Ltd.*, was involuntarily dissolved, there is *no* "*accounting*", public or otherwise, for its judicial trust assets, *no* "final judgment" or "final order", *no* discharge of *Lee Feltman,* Esq., its court-appointed receiver, *or* his surety, *Fidelity & Deposit Company of Maryland* ["*F&D*"], for the simple reason that a "*public accounting*" would reveal that at monumental government cost & expense, *all* its judicial trust assets were *dissipated* as *"bribes"*, mostly to judges & officials, leaving absolutely nothing for its legitimate creditors and would compel "*restitution*" to be made by them!!. . . . . The Worst Is Still To Come

Part"B-2":

1A. *All* disposable assets in the *Estate of Eugene Paul Kelly, deceased.* were dissipated to satisfy the personal obligations and desires of NY Surrogate-Judge *Ernest L. Signorelli* of Suffolk County, and his appointee, Temporary Administrator *Anthony Mastroianni*, who was also the Public Administrator, leaving *nothing* for *any* beneficiary, including the three (3) motherless infants, the prime beneficiaries, the children of the pre-deceased daughter of the testator.

The *Estate of Eugene Paul Kelly, deceased* is *only* an extreme example of the ordinary and usual when an *"estate"* has "*assets*" and the Surrogate or Judge has the "*unbridled power*" to make judicial appointments and award compensation!

B. *After Signorelli-Mastroianni* dissipated *all* the disposable assets in the *Kelly Estate*, Temporary Administrator *Anthony Mastroianni* received a substantial penalty assessment from the *Internal Revenue Service* ["*IRS*"] for *his personal* failure to timely pay the *Kelly Estate* taxes due, when the monies were available.

To satisfy this *personal* and other *Signorelli-Mastroianni personal* obligations, although unquestionably prohibited (*Estate of Greatsinger*, 67 NY2d 177, 701 N.Y.S.2d 423 [1986]), Temporary Administrator & Public Administrator *Anthony Mastroianni* seized *all* the assets in the *Gene Kelly Moving & Storage, Trusts*, whose prime and almost exclusive beneficiaries were the same three (3) motherless infants.

C. Consequently, the three (3) motherless infants, received *nothing* from either the *Kelly Estate* or *Kelly Trusts*! *Nothing*!

D. Today, thirty-three (33) years *after Anthony Mastroianni* became the *Temporary* Administrator of the *Kelly Estate*: (1) he still has *not* settled this "*account*" for that estate; (2) there is *no* final

order or judgment, terminating such proceeding; (3) *no* order discharging him; (4) or his surety, F&D, and (5) *none* of the mandatory *NY Judiciary Law* §39-a Statements.

2. The *United States*, the *State of New York*, the *Counties of Suffolk & Westchester* has spent "*millions of dollars*" to conceal the *Signorelli-Mastroianni* operation, but not one dollar to defend the rights & interests of the three (3) motherless infants!

3A. *Ernest L. Signorelli*, upon being elected the Surrogate of Suffolk County, New York, make public his desires to become a Congressman, obviously financing his candidacy by employing the patronage powers of his Court.

For more than one (1) year he consistently harassed me in an attempt to make me resign. Then seizing on an error made by a clerk in his court, Surrogate *Ernest L. Signorelli* replaced me as the Executor of the *Kelly Estate* with Public Administrator *Anthony Mastroianni* who appointed *Vincent G. Berger, Jr.*, as his attorney for that estate when, by law, the County Attorney served as his attorney.

To increase the compensation of *Vincent G. Berger, Jr.*, Surrogate *Ernest L. Signorelli* cancelled a contract which I had executed on behalf of the *Kelly Estate*, intending that it now be signed by *Vincent G. Berger, Jr.*, which scam proved to be a financial disaster for the Estate.

B. In several counties in the *State of New York*, such as Suffolk, Nassau & Westchester, by reason of §1207 of the *Surrogate's Court Procedure Act*, when an estate has assets and the Surrogate appoints the Public Administrator, his/her intention is to defraud *both* the "*estate*" and "*the county*", which was transparently obvious when he caused *Anthony Mastroianni* to be the Temporary Administrator of the *Kelly Estate*, who then appointed *Vincent G. Berger, Jr.* Esq., as his attorney, rather than the County Attorney.

Vincent G. Berger, Jr. Esq. was the campaign manager when *Ernest L. Signorelli* ran for Surrogate and who was intended to be his campaign manger for his run for Congress.

C. The potential adversary of *Ernest L. Signorelli* for the Congressional seat protested, contending that he intended to use the patronage powers of his Court to underwrite his candidacy,

The NYSOCA and the courts agreed and *Ernest L. Signorelli* was enjoined from running for Congress while he was the Surrogate (*Signorelli v. Evans, Chief Administrative Judge*, 637 F.2d 853 [2nd Cir.-1980]).

4A.. By this time the intentions of *Ernest L. Signorelli* changed, since his wife caught him having an extra-marital affair with his secretary in his judicial chambers, and sued him for divorce (*NY Post*, June 2, 1981).

Thus, he had *Anthony Mastroianni* discharge *Vincent G. Berger, Jr.* and he had him retained his matrimonial attorney, as the attorney for the *Kelly Estate*. The matrimonial attorney was to and did "bill" the *Kelly Estate* and other estates for fictitious services, in satisfaction of the obligations of *Ernest L. Signorelli* to him.

B. When *Ernest L. Signorelli* had no further use of his matrimonial attorney and his fictitious billings, he had *Anthony Mastroianni* discharge his matrimonial attorney, and retain the attorneys involved in his proceedings with the NYSOCA and bill the *Kelly Estate* in satisfaction of his personal obligations to them!

5. While *Ernest L. Signorelli* was expending "*estate assets*", to satisfy his personal obligations, Temporary Administrator *Anthony Mastroianni* was dissipating *Kelly Estate* assets to satisfy his own *personal* desires.

For example: Instead of mailing a citation to the Sheriff for service, at a statutory cost of less than $25, he gave it to one of his "cronies" who billed the Kelly Estate $1,495.

4. Even the NY State Legislature, which has exclusive control of the NY State purse, cannot authorize the "*personal capacity*" defense by the NYSAG for judges & officials whose existence is attributable to the *New York State Constitution* since Article XIII §7 of the *New York State Constitution*, prohibits "perquisites of office".

For these "*perks*", in each case, the *State of New York must be "reimbursed"* for the *unconstitutional* expenditures made!

Part"C-1":

1. In each of the motions in the three (3) federal cases (*Geo. Sassower v. Thornburgh; Geo. Sassower v. Mahoney, Geo. Sassower v. Fidelity & Deposit,* which were made *after* May22, 2010, the date when *Andrew M. Cuomo* announced his candidacy for Governor, revolving around "*The Enterprise*", NYSAG *Andrew M. Cuomo never* comported himself in support of the interests of the *State of New York*, or adversely to the interests of "*The Enterprise*"! *Never, Never*!!!

2A. In *Geo. Sassower v. Thornburgh* (89 Civ 2214], by motion dated May 25, 2010, returnable June 15, 2010, I moved the U.S. District Court for the District of Columbia:

> "(1) a *pro forma FRCivP*, Rule 60(b)[4] Order vacating the dispositions made in this matter unless *Richard L. Thornburgh*, Esq., *Kenneth W. Starr*, Esq. or *Jay B. Stephens*, Esq. "swears under oath", "affirms under penalty of perjury" or "certifies" that this Court had "*subject matter jurisdiction*" when it made its dispositions in this matter; .... (3c) to recover, with NY State Attorney General ["NYSAG"] *Andrew M. Cuomo*, the ... NY State monies diverted to *Feltman, Karesh, Major & Farbman*, Esqs, ["FKM&F"] .. (4) to compel NYSAG *Andrew M. Cuomo,* the statutory fiduciary of *Puccini Clothes, Ltd.*, an involuntary dissolved corporation, to "account" and recover its dissipated trust assets; (5) compelling NYSAG *Andrew M. Cuomo* to recover, in favor of the State of New York, for NY State monies expended for defending *Robert Abrams*, Esq., in this action; ...
>
> PLEASE TAKE FURTHER NOTICE that at the time that opposing papers are due there be served and filed by: ... (2) to compel NYSAG *Andrew M. Cuomo* to produce all papers and documents which authorized Assistant NYSAG *Stephen Mendelson* for the defense of *Robert Abrams* and the agreements signed by *Hyman Raffe* (FOIL #03-540) ..."

B. NYSAG *Andrew M. Cuomo* did not support this motion, although the relief requested inured to the benefit, financial & otherwise, to his client, the *State of New York*, or produce the documents requested.

3A In *Geo. Sassower v. Mahoney* (88 Civ. 0563, on May 27, 2010, by motion returnable June 6, 2010, I moved:

> "for; (1) a *pro forma FRCivP*, Rule 60(b)[4] Order, vacating the dispositions made in this matter unless *Frederick J. Scullin, Jr., Thomas J. McAvoy* or *Jon O. Newman* serves and files, by June 10, 2010, a "sworn under oath", "affirms under penalty of perjury" statement, or "certifies" that this Court had "*subject matter jurisdiction*" when dispositions in this matter were made; ... ; (3) adding *Andrew M. Cuomo,* as a party defendant-respondent; (4) renewing the petitioner's motion of May 25, 1988, with an appropriate substitution, which requested, in relevant part:
>
> > "for an Order: (1) disqualifying respondent, *Andrew M, Cuomo*, Esq., or any member of his office, from representing anyone but *Andrew M. Cuomo*, Esq., in this proceeding; ... (6c) to recover, with NY State Attorney General ["NYSAG"] *Andrew M. Cuomo*, the more than $2,000,000, Federal & NY State monies diverted to *Feltman, Karesh, Major & Farbman*, Esqs, ["FKM&F"]; (7a) to mandate NYSAG *Andrew M. Cuomo,* to recover from *Robert Abrams* and those he purportedly

6. Since *Signorelli-Mastroianni* could not *account* for the *Kelly Estate* they, with *Vincent G. Berger, Jr.*, contrived & concocted the assertion that they could not account because I had refused to turn over the *Kelly* books & records to *Anthony Mastroianni*, which will more fully The Worst Is Still To Come

Part"B-3":

1. In 1989, *United Press, International* ["*UPI*"] investigated "*The Enterprise*", and as published in the *NY Village Voice* (June 6, 1989), the following appears:

> "By signing three extraordinary agreements [*Hyman*] *Raffe* .... 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 (*Feltman, Karesh, Major & Farbman*, Esqs. ["*FKM&F*"]) and Kreindler (*Kreindler & Relkin, P.C.* ["*K&R*"]) firms. ... Raffe continues to pay with checks from his *A.R. Fuels Co.* business. `That's outrageous. It's unbelievable. It's disturbing. ... .' Said [NYS] Attorney General [*Robert*] *Abrams* when he saw copies of the checks."

Copies of these "extraordinary agreements" along with other incriminating documents, are in the possession of the NYSAG, available to anyone under the *Freedom of Information Law* [FOIL #03-540].

These agreements expressly provide that as long as *Hyman Raffe* keeps paying, he will not be incarcerated, as was *Geo. Sassower*, Esq. and *Sam Polur*, Esq.

Since these "*extortion*" payments were made pursuant to non-summary criminal proceedings, these monies are the property of the State of New York, not *Citibank-K&R* or *Feltman-FKM&F*, which no one ever denied or controverted (*Gompers v. Bucks Stove*, 221 U.S. 418, 447 [1911]; 17 *C.J.S. Contempt* §92, at p. 268; 21 *NY Jur 2d., Contempt*, §185, at p.568-569).

2. Similarly, the fines payable pursuant to the Orders of Acting NY Supreme Court Justice *David B. Saxe* and NY Supreme Court Justice *Alvin F. Klein* were made payable to *Citibank-K&R* and/or *Feltman-FKM&F*, instead of the *State of New York*, with the knowledge of NYSAG *Robert Abrams*, to be dissipated as "*bribes*"!. ..... The Worst Is Still To Come

Part"C":

1. *After* May 22, 2010, after *Andrew M. Cuomo* announced his intention to seek election to be Governor of the State of New York. I sought relief in the U.S. District Court for the District of Columbia (*Geo. Sassower v. Thornburgh*), in the U.S. District Court for the Northern District of New York (*Geo. Sassower v. Mahoney*) and the U.S. Circuit Court of Appeals for the Fourth Circuit (*Geo. Sassower v. Fidelity & Deposit*).

2A. As the NYSAG, *Andrew M. Cuomo*, is the "*exclusive*" legal representative of the *State of New York* and owed his client and its legitimate interests, "*zealous*" representation and "*undivided loyalty*", legally & ethically!

B. Since the 1878 incarceration and death of *William Marcy* [*Boss*] *Tweed*", the Grand Sachem of Tammany Hall, the NYSAG is the statutory fiduciary, for all New York involuntarily dissolved corporations, such as *Puccini Clothes, Ltd.*

C. On behalf of the *State of New York*, the NYSAG is the *parens patriae* for all children, such as the three (3) motherless infants, the children of the predeceased daughter of the testator in the *Estate of Eugene Paul Kelly, deceased.*

3. Nevertheless, in *each & every* instance, in these three (3) actions, NYSAG *Andrew M. Cuomo,* without exception, *ignored* and *betrayed* the interests of the *State of New York, Puccini Clothes, Ltd.* and the *Estate of Eugene Paul Kelly, deceased* in favor of "*The Enterprise*", without ever articulating any justification for his *treasonous, perfidious & treacherous* behavior!

> defended in this action, at *unconstitutional* NY State cost & expense; (7b) to compel the NYSAG *Andrew M. Cuomo*, the statutory fiduciary of *Puccini Clothes, Ltd.*, an involuntary dissolved corporation, to "account" and recover its *unlawfully* dissipated trust assets (*NY Bus. Corp. Law* §1216); (7c) compelling NYSAG *Andrew M. Cuomo*, the *parens patriae*, of the three (3) motherless infants, the prime beneficiaries in the *Estate of Eugene Paul Kelly, deceased,* the monies unlawfully dissipated; ...."
>
> LEASE TAKE FURTHER NOTICE that at the time that opposing papers are due there be served and filed by: ... (2) to compel NYSAG *Andrew M. Cuomo* to produce all papers and documents which authorized Assistant NYSAG *Lawrence L. Doolittle* and others for the defense of *Robert Abrams* and the other NY State defendants and the agreements executed by *Hyman Raffe* (FOIL #03-540) which are to be served and filed at the time opposing papers are due."

B. NYSAG *Andrew M. Cuomo* also did not support this motion, although the relief requested also inured to the benefit, financial & otherwise, to his client, the *State of New York*, or produce the documents requested.

4A In *Geo. Sassower v. Fidelity & Deposit* (90 Civ. 1142-1146), on June 8, 2010, by motion returnable June 29, 2010, I moved:

> for: (1) a *pro forma FRCivP*, Rule 60(b)[4][6] Order vacating the dispositions made in this matter ***unless*** a member of this Court, past or present,. "swears under oath" or "affirms under penalty of perjury" that the dispositions of this Court are "*valid*"; ... (4a) mandating NY State Attorney General ["NYSAG"] *Andrew M. Cuomo* to recover in favor of the State of New York, all NY State monies expended for defending *Robert Abrams*, Esq., and other NY State judges & officials; (b) recover in favor of the State of New York all NY State & *Puccini Clothes, Ltd.* monies diverted to *Citibank, N.A., Kreindler & Relkin P.C., Lee Feltman*, Esq. and *Feltman, Karesh, Major & Farbman*, Esqs.
>
> PLEASE TAKE FURTHER NOTICE that at the time that opposing papers are due there shall be served and filed ... (2a) by NY State Attorney General *Andrew M. Cuomo* of all papers & documents, if any, authorizing the appearances and representations by Assistant NY State Attorney General *Carolyn Carnes Olson* in this Circuit of NY State judges & officials, in these actions, (b) records of all expenditures of time and monies made for such defense representation and (c) copies of the agreements signed by *Hyman Raffe* (FOIL #03-540)."

B. *Fidelity & Deposit Company of Maryland* ["F&D"] was and is the surety for *Lee Feltman*, Esq., the court-appointed receiver for Puccini Clothes, Ltd., wherein NYSAG *Andrew M. Cuomo* was the statutory fiduciary and also surety for *Anthony Mastroianni*, the Temporary Administrator for the *Estate of Eugene Paul Kelly, deceased*, where the prime & exclusive beneficiaries were three (3) motherless infants, NYSAG *Andrew M. Cuomo* was the *parens patriae*.

Nevertheless, NYSAG *Andrew M. Cuomo* did not support the motion, and did not produce the documents demanded! ..... The Worst Is Still To Come

RECEIVED DISTRICT ATTORNEY
2011 JAN -3 A 11:00
COUNTY OF WESTCHESTER