SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff,
-against-
GEORGE SASSOWER,
Defendant - Third Party Plaintiff,
-against-
CITIBANK, N.A.; CITIGROUP; CITIBANK, U.S.A., N.A.; CITI CARDS; CITICORP CREDIT SERVICES, INC.; WALTER WRISTON; JOHN S. REED; SANFORD I. WEILL; KREINDLER & RELKIN, P.C.; DONALD B. RELKIN; JEROME H. BARR; ROBERT J. MILLER; ARUTT, NACHAMIE, BENJAMIN, LIPKIN & KIRSCHNER, P.C.; BARTON NACHAMIE; ARTHUR GOLDSTEIN; EUGENE DANN; ROBERT SORRENTINO; LEE FELTMAN; FELTMAN, KARESH, MAJOR & FARBMAN; DONALD F. SCHNEIDER; ROBERT ABRAMS; ELIOT SPITZER; DAVID S..COOK; JEFFREY I. SLONIM; CAROLYN CAIRNS OLSON; RACHEL ZAFFRANN; CHARLES P. SANDERS; FRANCIS T. MURPHY XAVIER C. RICCOBONO; IRA GAMMERMAN; DONALD DIAMOND; DAVID B. SAXE; ALVIN F. KLEIN; BETTY W. ELLERIN; ERNST H. ROSENBERGER; WILLIAM C. THOMPSON; JONATHAN LIPPMAN; JOAN B. LEFKOWITZ; BRUCE E. TOLBERT; HOWARD M. BERGSON; WILLIAM H. PAULEY, III; FRED L. SHAPIRO; W. DENIS DONOVAN; TRANS-UNION; EXPERIAN, and EQUIFAX
Third Party Defendants.

Index No. 2004-4818
Assigned to: Hon. Aldo A. Nastasi
Third Party Summons

RECEIVED
JUL 30 2004
LEONARD N. SPANO
COUNTY CLERK
COUNTY OF WESTCHESTER

WESTCHESTER COUNTY CLERK
LEONARD N. SPANO
DIVISION OF LEGAL RECORDS
WESTCHESTER COUNTY
Station#: TN6021
Date: 07/30/2004
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THANK YOU!

To the above-named third-party defendants:

You are hereby summoned to answer the complaint of the third-party plaintiff and the complaint of the original plaintiff, copies of which are herewith served upon you, and to serve copies of your answer upon the undersigned attorney for the third-party plaintiff and upon ***Cohen & Slamowitz, LL.C.***, attorneys for plaintiff, at 199 Crossways Park Dr., Woodbury, NY 11797, within twenty (20) days after the service of the summons and third-party complaint, exclusive of the day of service. In case of your failure to answer the complaint of the third-party plaintiff, judgment will be taken against you by default for the relief demanded in the third-party complaint.
Dated: July 30, 2004

GEORGE SASSOWER, Esq.
Attorney for Defendant,
and Third-Party Plaintiff, *pro se.*
10 Stewart Place,
White Plains, New York, 10603-3856
(914) 681-7196

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

2004-4818

---X

CITIBANK (SOUTH DAKOTA), N.A. N.A.
PLAINTIFF,

-AGAINST-

GEORGE SASSOWER
DEFENDANT(S).

---X

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COUNTY CLERK

INDEX NUMBER
FILE NO. T002905

COMPLAINT

PLAINTIFF, BY ITS ATTORNEYS, COMPLAINING OF THE DEFENDANT(S), RESPECTFULLY ALLEGES THAT:

1. PLAINTIFF IS A NATIONAL BANKING ASSOCIATION ORGANIZED PURSUANT TO FEDERAL LAW.
2. UPON INFORMATION AND BELIEF, THE DEFENDANT(S) RESIDES OR HAS AN OFFICE IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT, OR THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT, EITHER IN PERSON OR THROUGH AN AGENT AND THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION.

AS AND FOR A FIRST CAUSE OF ACTION

3. THAT THE PARTIES HERETO ENTERED INTO A CREDIT CARD AGREEMENT.
4. PLAINTIFF DULY PERFORMED ALL CONDITIONS ON ITS PART UNDER THE AGREEMENT.
5. UPON INFORMATION AND BELIEF, DEFENDANT(S) DEFAULTED IN PAYMENT AND PURSUANT TO THE TERMS OF THE AGREEMENT NOW OWE A BALANCE OF $7,102.24 TOGETHER WITH ATTORNEY'S FEE OF $1,349.43, NO PART OF WHICH HAS BEEN PAID DESPITE DUE DEMAND THEREFOR.

AS AND FOR A SECOND CAUSE OF ACTION

6. THAT HERETOFORE, PLAINTIFF RENDERED TO DEFENDANT(S) MONTHLY, FULL AND TRUE ACCOUNTS OF THE INDEBTEDNESS OWING BY THE DEFENDANT(S) AS A RESULT OF THE ABOVE AGREEMENT, IN AN AMOUNT AS HEREINABOVE SET FORTH WHICH ACCOUNT STATEMENTS WERE DELIVERED TO AND ACCEPTED WITHOUT OBJECTION BY THE DEFENDANT(S) RESULTING IN AN ACCOUNT STATED IN THE SUM OF $7,102.24, NO PART OF WHICH HAS BEEN PAID DESPITE DUE DEMAND THEREFOR.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) IN THE SUM OF $7,102.24 AS OF October 9, 2003 PLUS ATTORNEY'S FEES OF $1,349.43 TOGETHER WITH COSTS AND DISBURSEMENTS.

Dated: March 23, 2004

YOURS, ETC.

COHEN & SLAMOWITZ, LLP

BY: S/

DAVID A. COHEN, ESQ./MITCHELL G. SLAMOWITZ, ESQ.
ATTORNEYS FOR PLAINTIFF
199 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797
(516) 686-8925; (800) 293-6006 ext. 8925; Refer to C&S File No. T002905

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

---x

CITIBANK, N.A.,
Plaintiff,
-against-
GEORGE SASSOWER,
Defendant.

Index No. 2004-4818
Assigned to: Hon.
Answer & Counterclaims

---x

Defendant, *George Sassower* [hereinafter "GS"] as and for his answer to the complaint and his counterclaims, respectfully sets forth and alleges:

1. Denies each and every allegation, in each and every paragraph, of the complaint March 23, 2004, marked First and Second Causes of Action.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE.

2.. The plaintiff, *Citibank, N.A.*, for the purpose of generating and transmitting "bribe" payments to ***Jerome H. Barr***, Esq., its "estate chaser", and his associates in ***Kreindler & Relkin, P.C.*** [hereinafter "K&R"], from its trust, the ***Estate of Milton Kaufman, deceased***, instituted and prosecuted the action of ***Barr & Citibank, as executors etc. v. Raffe, et el.*** (Supreme Court, New York County, Index No. 79-21208 [hereinafter "Barr#1"]); ***Barr & Citibank, as executors etc. v. Raffe*** (Supreme Court, New York County, Index No. 80-16792 [hereinafter "Barr#2"]), and the involuntary dissolution proceeding of ***Puccini Clothes, Ltd.*** (***Barr & Citibank, as executors etc. v. Puccini*** (Supreme Court, New York County, Index No. 80-1816 [hereinafter "P#1"]) at the needless, and great, cost and expense, to: (1) its trust; the Kaufman Estate; (2) ***Puccini Clothes, Ltd.***, where it also had fiduciary obligations; (3) ***Hyman Raffe***, ***Eugene Dann*** and ***Robert Sorrentino***; (4) GS, and (5) the courts.

To avoid the consequences of its action, which included restitution for manifestly invalid judgments secured in Barr#1 and Barr#2 it, along with K&R engaged itself in extensive bribery and corruption.

By reason of plaintiff's use and abuse of the judicial system, for the purpose of generating and transmitting "bribe" payments from its trust, which was and is its usual, common, lucrative, illegal and unethical, "estate chasing" practices and barring its adversaries "access to the courts", the plaintiff and its associated entities, it should be barred from the courts for the purpose of bringing this and similar actions (***Hazel-Atlas v. Hartford***, 322 U.S. 238 [1944])..

AS AND FOR A SECOND AFFIRMATIVE DEFENSE.

3. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

4. The plaintiff's agreement with GS, as alleged in the complaint, is null and void as violative of public policy of the State of New York and County of Westchester.

AS AND FOR A FIRST COUNTERCLAIM

5. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

6. GS holds a wholly unsatisfied, contractually based, constitutionally based, money judgment as evidenced by Exhibit "A1" for which plaintiff is liable for its satisfaction.

AS AND FOR A SECOND COUNTERCLAIM

7. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

8. Raffe, the client of GS, wholly satisfied the judgment of September 3, 1980, (Exhibit "A2") for which, as a matter of law, he was entitled to indemnification and contribution, resulting in plaintiff's liability to him and GS.

AS AND FOR A THIRD COUNTERCLAIM

9. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

10. Raffe, the client of GS, holds a wholly unsatisfied judgment (Exhibit "A3") for which the plaintiff is liable to GS for the satisfaction of his lien.

AS AND FOR A FOURTH COUNTERCLAIM

11. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

12. There are other obligations, monetary and otherwise, of Raffe to GS for which the plaintiff is liable to GS.

AS AND FOR A FIFTH COUNTERCLAIM

13. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

14. There are personal liabilities of Raffe to GS, monetary and otherwise, for which plaintiff interfered with, and for which plaintiff is liable.

AS AND FOR A SIXTH COUNTERCLAIM

15. GS repeats, reiterates and reallges each and every allegation of this answer heretofore set forth, with the same force and effect as if set forth at length herein, and further alleges:

16. There are other claims by GS against plaintiff, tortious and otherwise, of various kinds and nature for which GS claims damages under these counterclaims for $100,000,000,000 compensatory and punitive damages, together with interest, costs and disbursements.

Dated: June 7, 2004

Yours, etc.

GEORGE SASSOWER, Esq.
Attorney for Plaintiff, *pro se*
10 Stewart Place,
White Plains, NY 10603
(914) 681-7196

Exhibit "A1"

№ 14471

TRANSCRIPT OF JUDGMENT

JUDGMENT DEBTOR Surname	Given Name	Last Known Address	JUDGMENT CREDITOR Name and Address	ATTORNEY FOR JUDGMENT CREDITOR Name and Address
Puccini Clothes Ltd. +		c/o Lee Feltman Esq. 55 E. 52nd St. N.Y., N.Y.	George Sassower Esq. 283 Soundview Ave. White Plains, N.Y. 10606	Pro-Se
Dann +	Eugene	1051 Channel Dr. Hewlett N.Y.		
Sorrentino	Robert	21 Sue Court North Babylon N.Y.		

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT	REMARKS, DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT
Date 4/29/82	Court Sup.	Total $ 27,912.42	
Hr. & Min. 11.15	County N.Y.		
	Index No. 21208/79		
	Date 4/29/82		
	Hr. & Min. 11.15		

EXECUTION | SATISFIED

NORMAN GOODMAN, Clerk of the County of New York

4 May

Norman Goodman

COUNTY CLERK, NEW YORK COUNTY

Exhibit "A3"

№ 4441

TRANSCRIPT OF JUDGMENT

JUDGMENT DEBTOR Surname	Given Name	Last Known Address	JUDGMENT CREDITOR Name and Address	ATTORNEY FOR JUDGMENT CREDITOR Name and Address
DANN	EUGENE	1051 Channel Dr Hewlett NY	HYMAN RAFFE 2134 Pacific Blvd Atlantic Beach NY	HYMAN RAFFE 2125 Mill Ave Bklyn
SORRENTINO	ROBERT	21 Sue Ave Court N. Babylon		
PUCCINI CLOTHES LTD		c/o Lee Feltman 55 E 52		

JUDGMENT DOCKETED	JUDGMENT RENDERED	AMOUNT OF JUDGMENT	REMARKS, DATE AND MANNER OF CHANGE OF STATUS OF JUDGMENT
'84	Supreme	Against A B C $31,930.57	
Feb 15	NY	Against C 158,475.29	
12 50			
	12 60		

EXECUTION | SATISFIED

NORMAN GOODMAN, Clerk of the County of New York

COUNTY CLERK, NEW YORK COUNTY

Exhibit "A2"

SUPREME COURT OF [redacted]
COUNTY OF NEW YORK

---------------------------------------x

JEROME H. BARR and CITIBANK, N.A., as Executors of the [redacted] Milton Kaufman,

Plaintiffs,

-against-

HYMAN RAFFE, EUGENE DANN, ROBERT SORRENTINO and PUCCINI CLOTHES, LTD.,

Defendants.

---------------------------------------x

Index No. 21208/79

JUDGMENT

HYMAN RAFFE, EUGENE DANN, ROBERT SORRENTINO and PUCCINI CLOTHES, LTD.,

Third-Party Plaintiffs,

-against-

JEROME H. BARR and CITIBANK, N.A.,

Third-Party Defendants.

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The plaintiffs above-named, having moved by Notice o otion for summary judgment in lieu of complaint dated Novembe 979, for an Order pursuant to CPLR §3213 and directing entry dgment thereon, and this Court having entered an Order on gust 26, 1980, granting plaintiffs' application for summary dgment against defendants Hyman Raffe, Eugene Dann and Robe rrentino, jointly and severally,

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NOW, upon Motion of Kreindler & Rellin, attorneys for plaintiffs and upon the Order of Honorable Richard S. Lane of this Court entered August 26, 1980, it is

ADJUDGED, that plaintiffs, Jerome H. Barr and Citibank, N.A. One Citicorp Center NY NY, as Executors of the Will of Milton Kaufman, shall have [redacted] defendants Hyman Raffe, 21-34 Pacific Boulevard, [redacted] Beach, New York, Eugene Dann, 1051 Channel Drive, Hewlett, New York, and Robert Sorrentino, 1151 Dutch Broadway, North Valley Stream, New York, jointly and severally, in the sum of $30,790.35 with interest from October 5, 1979 through August 29, 1980 at the rate of 6% per annum in the amount of $1,652.50, and the costs and disbursements of this action in the amount of $90.00, for an aggregate amount of $32,532.85, and that plaintiffs shall have execution thereon, and it is further

ADJUDGED, that the motion of the plaintiffs pursuant to CPLR §3211(a)(6) for an order dismissing defendants' counterlcaims, is granted and the counterclaims are dismissed without prejudice to the defendants' right to institute a separate action against the plaintiffs by the service of a summons and complaint, and it is further

ADJUDGED, that the motion of the plaintiffs - third-party defendants pursuant to CPLR §1010 dismissing the

-2-

68411

third-party complaint is granted and the third-party complaint is dismissed, and it is further

ADJUDGED, that the cross-motion of defendant Puccini Clothes, Ltd. for summary judgment in favor of defendant Puccini Clothes, Ltd., is granted, without prejudice to plaintiffs' right to institute an action against the defendant Puccini Clothes, Ltd. by the service of a summons and complaint.

9-3-80

Norman Goodman

CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

---x

CITIBANK (SOUTH DAKOTA) N.A., Plaintiff, -against- GEORGE SASSOWER, Defendant - Third Party Plaintiff, -against- CITIBANK, N.A.; CITIGROUP; CITIBANK, U.S.A., N.A.; CITI CARDS; CITICORP CREDIT SERVICES, INC.; WALTER WRISTON; JOHN S. REED; SANFORD I. WEILL; KREINDLER & RELKIN, P.C.; DONALD B. RELKIN; JEROME H. BARR; ROBERT J. MILLER; ARUTT, NACHAMIE, BENJAMIN, LIPKIN & KIRSCHNER, P.C.; BARTON NACHAMIE; ARTHUR GOLDSTEIN; EUGENE DANN; ROBERT SORRENTINO; LEE FELTMAN; FELTMAN, KARESH, MAJOR & FARBMAN; DONALD F. SCHNEIDER; ROBERT ABRAMS; ELIOT SPITZER; DAVID S..COOK; JEFFREY I. SLONIM; CAROLYN CAIRNS OLSON; RACHEL ZAFFRANN; CHARLES P. SANDERS; FRANCIS T. MURPHY XAVIER C. RICCOBONO; IRA GAMMERMAN; DONALD DIAMOND; DAVID B. SAXE; ALVIN F. KLEIN; BETTY W. ELLERIN; ERNST H. ROSENBERGER; WILLIAM C. THOMPSON; JONATHAN LIPPMAN; JOAN B. LEFKOWITZ; BRUCE E. TOLBERT; HOWARD M. BERGSON; WILLIAM H. PAULEY, III; FRED L. SHAPIRO; W. DENIS DONOVAN; TRANS-UNION; EXPERIAN, and EQUIFAX Third Party Defendants.	Index No. 2004-4818 Assigned to: Hon. Aldo A. Nastasi Answer, Counterclaims and Verified Third Party Complaint.

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Defendant, *George Sassower* [hereinafter "GS"], as and for his Third-Party Complaint against the Third-Party Defendants, without prejudice to the "Affirmative Defenses" and "Counterclaims" set forth in his Answer dated June 7, 2004, and his pending motion based thereon, which is presently *sub judice*, sets forth and alleges as follows:

AS AND FOR AFFIRMATIVE DEFENSES AGAINST THE THIRD PARTY DEFENDANTS.

1. The defendant-third party plaintiff alleges, that insofar as the action of the plaintiff and the affirmative defenses and counterclaims of the defendant are concerned, ***Citibank, N.A.; Citigroup;***; ***Citibank, U.S.A., N.A., Citi Cards*** and ***Citicorp Credit Services, Inc.*** are one and the same entity with ***Citibank (South Dakota), N.A.***, and are hereinafter collectively identified and described as "***Citibank***".

2. The defendant and third party plaintiff specifically incorporates in this third party complaint, the affirmative defenses set forth in his Answer, dated June 7, 2004, including the defense based on ***Hazel-Atlas v. Hartford***, 322 U.S. 238 [1944], as if more fully set forth at length herein.

AS AND FOR A FIRST CLAIM AGAINST THE THIRD PARTY DEFENDANTS.

3. The defendant-third party plaintiff, hereinafter "GS", repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

4A(1). The defendant-third party plaintiff, GS, held and still holds a wholly unsatisfied, contractually based, constitutionally protected (Article 1 §10[1], Amendment V & XIV of the ***Constitution of the United States***), money judgment, as evidenced by Exhibit "A1". for which, in addition to ***Puccini Clothes, Ltd.***, ***Eugene Dann*** and ***Robert Sorrentino*** being liable, the plaintiff and the third party defendants, are also liable for its satisfaction, and GS so demands.

(2) No member of government, federal or state, including the judiciary, has the constitutional power to "impair" private contractual rights that do not offend public policy.

(3) Even if they had "jurisdiction", and they did not, and even if they afforded "due process", and they did not, and even if their actions were not motivated by "bribes", as they were, neither NY Supreme Court Judge ***Ira Gammerman*** or Special Referee ***Donald Diamond*** did not have the constitutional power to "impair" the contractually based judgments or claims of GS.

B. The liability of Citibank for the satisfaction of the aforementioned judgment is based on the undeniable fact that it, its "estate chaser", ***Jerome H. Barr***, Esq., and their attorneys, ***Kreindler & Relkin, P.C.*** [hereinafter "K&R"] engineered the larceny of *all* of its assets, dissipating almost all such assets in order to "bribe", leaving ***nothing*** for its legitimate nationwide creditors, including GS (Article X, ***NY Debtor & Creditor Law***).

5A. The aforesaid judgment is only one of a number of judgments and claims amounting to very substantial amounts, mainly contractually based and constitutionally protected, due GS by Citibank.

B. Although Citibank has never denied that GS's monetary claims against it vastly exceeds the amounts due it by GS, such is not the presentations made by ***Trans-Union***; ***Experian***, and/or ***Equifax***, as they are aware, but refuse to correct, causing GS substantial and continuing monetary damages.

AS AND FOR A SECOND SET OF CLAIMS AGAINST THE THIRD PARTY DEFENDANTS.

6. The defendant-third party plaintiff, GS, repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

7A. In *Barr & Citibank, as executors etc. v. Raffe, et el.* (Supreme Court, New York County, Index No. 79-21208 [hereinafter "Barr#1"]), GS, as an attorney, represented all the defendants therein, *to wit*, ***Hyman Raffe, Eugene Dann, Robert Sorrentino*** and ***Puccini Clothes, Ltd.***, which action against the individuals was based on the personal cross-guarantees which they had been executed with ***Milton Kaufman***, and which action was commenced on or about November 8, 1979.

B. In May of 1980, without the knowledge or consent of GS, or his client, Raffe, the third party defendants, Barr. ***Donald B. Relkin***, Esq., K&R, ***Barton Nachamie***, Esq. and ***Arutt, Nachamie, Benjamin, Lipkin & Kirschner, P.C.*** [hereinafter "ANBL&K"] and Citibank secretly agreed with Dann & Sorrentino with respect to matters on which GS was their attorney.

C. On June 13, 1980, about one (1) month ***after*** the Citibank-K&R conspirators reached an agreement with Dann, Sorrrentino and ANBL&K, and ***after*** they had begun to consummate their secretly negotiated agreement by *inter alia*, making "bribe" payments to them from Puccini's assets, GS was advised of his discharge and of the change of attorneys.

D. By reason of the aforementioned, Citibank, Barr, Relkin, K&R, Nachamie and ANBL&K are liable to GS for, *inter alia*, substantial money damages.

8A. Although the judgment secured by plaintiffs in Barr#1 was against Raffe, Dann and Sorrentino jointly and severally (Exhibit "A2"), it was satisfied by Raffe alone, which entitled him to full indemnification from Puccini and contribution from Dann and Sorrentino.

B. Since under the secret agreement made, substantial "bribes" were paid to and/or on behalf of Dann, Sorrentino and ANBL&K from Puccini's assets, Raffe's right of indemnification from Puccini's assets were prejudiced, which nullified his cross-guarantee, as well as the judgment secured pursuant thereunder.

C. On Raffe's right of indemnification and contribution, for satisfying the judgment secured by plaintiff's in Barr#1, GS had and still has a contractually based attorney's lien.

D. Since the attorney's lien of GS was contractually based and therefore constitutionally protected, it could not be, as it was, "impaired', by the plaintiff, as well as the third party defendants, who are liable for same.

9A. Fraud and deceit is actionable against the lay, the corporate and the lawyer, whether committed on Wall Street or the Courthouse. However, against the lawyer, there is a special statutory criminal responsibility and money damage liability (***NY Judiciary Law***§487).

B. ***NY Judiciary Law***§487 provides:

> "An attorney or counselor ...[who] ... is guilty of any deceit or collusion, or consents to any deceit or collusion with intent to deceive the court or any party; is guilty of

a misdemeanor, and in addition to the punishment prescribed therefor by the penal law, he forfeit to the party injured treble damages, to be recovered in a civil action."

C. The third party defendants Relkin, K&R, Barr, Nachamie, ANBL&K and Senior Assistant New York State Attorney General ***David S. Cook*** (along with the other judicial and official third party defendants sued in their personal capacities) were and are attorneys in the State of New York.

D. On September 3, 1980, more than three (3) months ***after*** the larceny of Puccini's assets commenced, Relkin and K&R entered a judgment in favor of Barr & Citibank in Barr#1, without they or Nachamie, ANBL&K, Dann, Sorrentino or Cook disclosing to GS, Raffe or the court about the unlawful dissipation of Puccini's assets, which rendered Raffe's cross-guarantee and the judgment secured thereunder to be null and void.

E. The concealment and deceit by the aforesaid third party defendants was deliberate and intentional.

F. By reason of such collusive deceit and concealment, the Citibank conspirators, which included Nachamie, ANBL&K Cook, Dann & Sorrentino, are liable to GS, with the aforementioned attorneys liable for "treble damages".

10A. On Raffe's appeal to the Appellate Division, First Department, from the judgment secured in Barr#1, which Dann, Sorrentino and ANBL&K did not join, the aforementioned collusive deceit and concealment was continued, and the judgment in Barr#1 was affirmed (***Barr v. Raffe***, 80 AD2d 1005, 437 NYS2d 993 [1st Dept.-1981]).

B. By reason of such collusive deceit and concealment at the Appellate Division, the Citibank conspirators, which includes Nachamie, ANBL&K Cook, Dann & Sorrentino, are liable to GS, with the aforementioned attorneys liable for "treble damages".

11A. On June 4, 1980 Puccini was involuntarily dissolved by Order of the Supreme Court, New York County, which Order had been prepared by K&R. and its assets and affairs became *custodia legis* as a result thereof.

B. Both before and after June 4, 1980, Citibank, Barr, Relkin & K&R made "bribe" payments to and/or on behalf of Dann, Sorrentino and ANBL&K from, *inter alia*, Puccini's assets.

C(1) Before the Citibank conspirators, which included ***Walter Wriston***, the then CEO of Citibank, began to engineer the larceny of Puccini's assets, they had "fixed" Senior Assistant NY State Attorney General Cook, so that he would never demand a Puccini "accounting" even when mandatory, or initiate any proceeding on behalf of his statutory ward.

(2) The "fixing" of judges, officials and others during the "Wriston Reign" was ratified and continued during the stewardship of ***John S. Reed*** and ***Sanford I. Weill***. Buying and bribing judges, officials and others by Citibank is institutionalized and historic.

D. Before the Citibank conspirators began to engineer the larceny of Puccini's assets, they had also "fixed" or were confident they could "fix", *inter alia*, New York State Attorney General [hereinafter the "NYSAG"] ***Robert Abrams***, Puccini's statutory fiduciary, and NY State Appellate Division, Presiding Justice ***Francis T. Murphy*** of the First Judicial Department.

E. Relkin, Barr, K&R, Nachamie, ANBL&K and Cook were actually aware that for the unlawful dissipation of Puccini's assets, whether before or after June 4, 1980. disbarment was the inexorable consequence in the realm of Presiding Justice Murphy.

F. The "fixing" of Senior Assistant NYSAG Cook, NYSAG Abrams and Presiding Justice Murphy, sued herein in their personal capacities, caused, *inter alia*, GS substantial money damages.

12A. The purpose for the institution of Barr#1 was to transmit "bribe" payments from the ***Estate of Milton Kaufman***, to Barr and his "associates" in K&R, for having Kaufman naming Citibank as his executor and trustee.

B. In "ambulance chasing", wherein thousands of lawyers have been sanctioned, the lawyer compensates the "estate chaser" from his own assets. In the more egregious "estate chasing" racket, wherein no lawyer has been sanctioned for at least seventy (70) years, the "estate chaser" is compensated from the assets of his/her client, who is invariably unaware of the fraud being practiced.

C(1) In the "legal community", Citibank makes it known that in appointing the "estate chaser", such as Barr, or his designee, such as K&R, it is more extravagant in paying such appointee, as a means of attracting more attorneys to name it as the executor rather than another bank or financial institution.

(2) Thus, Citibank obtains a competitive advantage over other banking and financial institutions by being more liberal in compensating its "estate chasers" from the assets of their clients.

D. The appointment of such person, such as Barr, or his designee, such as K&R,. is generally necessary because full commissions are received by Citibank, and another "source" has to be found for the payment to persons, such as Barr, for bringing estates of their clients into the Citibank portfolio.

E. Barr, had his client, Kaufman, named Citibank as his co-executor, with the express and/or implied understanding that his nominee would be appointed the attorneys for the Kaufman Estate and that he would share in the attorney fees paid.

13A(1) Because of the alleged failure of Citibank-Barr to execute the necessary documents to "roll over" a Puccini bill of exchange in the sum of $42, 114.34, as was the usual and common practice, the credit department of Citibank seized Puccini's deposited funds and the Kaufman assets wherein title was in its trust department with Barr.

(2) There was no default by Raffe, Dann, or Sorrentino, ***only*** by the trust department of Citibank and Barr, as executors of the Kaufman Estate by their failure to execute the necessary papers desired by the credit department of Citibank.

(3) At the time of the claimed default by the trust department of Citibank and Barr and the seizure by the credit department of Citibank, the credit department was secured from any loss by holding more than $500,000 in liquid assets.

(4) Citibank was openly flaunting the fact that it was instituting the self-defeating, Barr#1, in order to make "bribe" payments from the Kaufman Estate to Barr & K&R and had solicited the cooperation of GS in consummating such fraud, which he refused.

B. Thus, at an eventual cost of almost $100,000 to the Kaufman Estate, Barr#1 was instituted to recover $41,053.80, wherein only $30, 790.35 was recovered when, by a simple demand, without cost or expense, it could have received the entire $42,114.34.

C. In addition, to the cost and expense incurred by the Kaufman Estate for this needless, self-defeating, lawsuit, the cost to the other litigants and the court, in time and monies, including GS, was also substantial.

D. Citibank, Barr, Relkin and K&R in their prosecution of Barr#1 inundated the court with deceitful acts and statements causing their adversaries, including GS, substantial damages.

<u>AS AND FOR A THIRD SET OF CLAIMS AGAINST THE THIRD PARTY DEFENDANTS.</u>

14. The defendant-third party plaintiff, GS, repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

15A. One month after Barr#1 was submitted for adjudication, in order to generate further payments from the Kaufman Estate to Barr & K&R, for Barr's "estate chasing" activities, Citibank-Barr, as holders of a twenty-five percent (25%) stock interest in Puccini, instituted its involuntary dissolution.

B. Since the involuntary dissolution of Puccini, would cause a depreciation of its value, including to the interest of the Kaufman Estate in Puccini, obviously the proceeding was not intended to succeed, only to generate additional monies from the Kaufman Estate to Barr and K&R.

C. The involuntary dissolution proceedings were inundated by false, misleading and deceitful conduct and statements by Citibank, Barr and K&R, in addition to a false and deceptive submission by Cook, which resulted, without a trial, hearing or pre-trial disclosure, to a grant of the Barr-Citibank petition.

D. The larceny of Puccini's assets by Citibank-K&R, even before it had been involuntarily dissolved, had it been known or disclosed, without more, would have been sufficient to nullify the Barr-Citibank proceedings.

E. The conduct of Citibank, Barr and K&R in this involuntary dissolution proceeding caused, *inter alia*, GS substantial damages.

16A. The Order of June 4, 1980, which caused the involuntary dissolution of Puccini, designated ***John V. Lindsay***, as its court-appointed receiver.

B. On June 4, 1980, Citibank-K&R were in the midst of engineering the larceny of Puccini's assets and consummating the "bribe" arrangements with Dann, Sorrentino and ANBL&K, a criminal scenario jeopardized by the Lindsay appointment.

C. Thus Relkin, with the assistance of Cook, without the knowledge or consent of GS, Raffe or the Court, *ex parte* communicated with Lindsay, inducing him, by false information into not qualifying as the court-appointed receiver.

D. In the absence of Lindsay, the Citibank-K&R conspirators continued the larceny of Puccini's assets and continued making their "bribe" payments from those assets, causing, *inter alia*, GS substantial damages.

17. To minimize their liability in the event their criminal adventure was exposed, Citibank-K&R/ANBL&K retained ***Rashba & Pokart*** [hereinafter "R&P"] to prepare a false and deceptive statement of Puccini's affairs, such as reporting Puccini's inventory at about $500, for which fraudulent statement Citibank-K&R was billed $6,200, which fraud and deceit caused GS damage.

18. The *modus operandi* of Citibank in making its "bribe" payments was to inextricably involve those it "bribed" to participate in its criminal adventure assuring it of its future cooperation.

A. Thus, to satisfy the Citibank-K&R obligation to R&P for $6,200, Citibank-K&R caused to be paid to ANBL&K $10,000 from Puccini's judicial trust assets, who "laundered" such monies, giving R&P $6,200 in satisfaction of the Citibank-K&R indebtedness, keeping $3,800 for itself as a "laundering" fee (Exhibit "A4A" & "A4B").

B. For the personal representation of Dann & Sorrentino by ANBL&K, it was given a retainer fee of $2,000 from the Puccini judicial trust (Exhibit "A4A").

C. Despite the express prohibitions contained in the Order of June 4, 1980, which was prepared by K&R, payments were made from the Puccini judicial trust to the Kaufman Estate, Dann, Sorrentino and others (Exhibit "A4A").

D. Additional "bribe" payments to ANBL&K from Puccini's judicial trust were made by Citibank, Barr & K&R (Exhibit "A4C").

AS AND FOR A FOURTH SET OF CLAIMS AGAINST THE THIRD PARTY DEFENDANTS.

19. The defendant-third party plaintiff, GS, repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

20A. On August 7, 1980, almost one month ***before*** the judgment had been entered in Barr#1, K&R caused to be issued a Summons and Verified Complaint on behalf of Barr and Citibank against Raffe ***alone***, for three-quarters (3/4) of the alleged loss of the Kaufman Estate resulting from the *ex parte* seizure of its assets by Citibank, based on the same cross-guarantees executed by Raffe, Dann & Sorrentino (Sup. NY Index No. 1980-16792, hereinafter "Barr#2"), as in Barr#1.

B. This sham lawsuit, on its face, compelled the conclusion, *inter alia*, that Citibank-K&R were engaged in the larceny of Puccini's assets!

(1) To further compensate Barr & K&R for Barr's "estate chasing" activities on behalf of Citibank, where there was no default or loss, Citibank allegedly seized $500,000 in Kaufman Estate assets, allegedly triggering the obligation of Raffe, Dann and Sorrentino under their cross-guarantee agreement with Kaufman. The contrived "seizure scenario" was obviously "staged" in an attempt to justify Barr#2.

(2) Assuming, *arguendo*, a default and loss existed, and they did not, why would Barr-Citibank sue for 75% indemnification when by a mere request it could obtain 100% indemnification from the solvent Puccini, unless they had engaged themselves in the larceny of Puccini's assets, as they had!

(3) Unless there was a secret agreement by Citibank-K&R with Dann and Sorrentino, as there was, why were they not joined as co-defendants in Barr#2, as they were in Barr#1!

C. Success in Barr#2, by the Citibank-K&R conspirators, was ***totally*** dependent on the continued concealment of the larceny of Puccini's assets, both before and after June 4, 1980!

D. From the aforementioned, the mere institution of Barr#2, was additional and compelling circumstances evidence of: (1) the larceny of Puccini's assets by Citibank-K&R; (2) the involvement of ANBL&K, and (3) of Murphy, Abrams and Cook in such criminal adventure.

21A. Raffe received a notice of a meeting, signed by Dann & Sorrentino, to be held at the offices of K&R on January 5, 1981, which stated, *inter alia*, that Puccini's assets were to be transferred to Citibank, but nowhere in such notice was the name of Lindsay, the court-appointed receiver for Puccini.

B. GS moved to stay such Puccini transfer to Citibank, and in his appearance before NY Supreme Court Justice ***Edward J. Greenfield*** Relkin, in the most unequivocal possible language asserted that there had been no wrongful dissipation of Puccini's assets. Nevertheless, Mr. Justice Greenfield, in a written decision of that day, held that any transfer of Puccini's assets "would be without effect".

C. As a result of the decision of Mr. Justice Greenfield, Citibank had to abandon the intent to transfer of Puccini's assets to itself, and Relkin had to disclose that he had, *ex parte*, induced Lindsay not to qualify as a receiver by executing his oath of office or filing a surety bond.

D. Thus, by March 12, 1981, when the appeals from Barr#1 and the Puccini dissolution order were affirmed by the Appellate Division, the compelled conclusion was that the Citibank-K&R conspirators had engineered the larceny of Puccini's assets, although there was an absence of "hard" evidence of that fact in the public domain.

22A. GS, on behalf of Raffe, issued a third party summons and complaint against Puccini, Dann and Sorrentino, and it was ANBL&K who answered on their behalf..

B The third party answer by ANBL&K did not allege any first party defenses although, such defenses unquestionably existed and were conclusive, but only asserted third party defenses, although such defenses were absent. Since the third party answer was untimely, GS rejected same.

C. Although GS had agreed to accept the ANBL&K untimely third party answer, provided it set forth first party defenses, ANBL&K refused the offer, further compelling the conclusion that they, along with Citibank-K&R, were involved in the larceny of Puccini's assets.

23A Barr-Citibank, by K&R, moved for partial summary judgment against Raffe in Barr#2, still concealing the larceny of Puccini's assets which. if disclosed, mandated the dismissal of such action as they and ANBL&K were aware.

B. In response to the Raffe charge, in his answer in Barr #2, ***Charles Zangara***, a Vice-President of Citibank, served and filed a perjurious affidavit, dated July 29, 1991, wherein he swore:

> "... Raffe claims that the plaintiffs [Barr and Citibank] and the third-party defendants [Dann, Sorrentino & Puccini] have entered into some unspecified agreement ... and pursuant to which the `assets [of Puccini] have been dissipated for the benefit of plaintiffs'. Once again, no documentary evidence is offered in support of this groundless assertion. The unsupported and baseless charge that the Estate [of Milton Kaufman] has dissipated the assets of Puccini Clothes, Ltd. is totally false. The Estate has received no monies whatsoever from Puccini Clothes, Ltd."

C. Simultaneously submitted to the Court was the Barr s perjurious affidavit, wherein he swore:

> "Unfortunately, it is necessary to correct some of the incredible misstatements and outright falsehoods contained in the Raffe affidavits. ... The Estate of Kaufman has received no monies from Puccini Clothes, Ltd. ... [He and Citibank] do not have any access to it['s assets], nor have they received any monies from Puccini."

D. Also simultaneously submitted by K&R, was the sworn deceitful affidavit of ***Robert J. Miller***, Esq., who stated:

> "... defendant (Raffe) may not argue that the automatic stay should be lifted, for discovery here is unnecessary and is simply a delaying tactic as the defendant, Hyman Raffe has absolutely no defense to this action."

E. Exhibit "A4A" without more, which thereafter was prepared by R&P, as the court-appointed investigatory accountants, confirms that, in fact, payments from the Puccini judicial trust had been made to the Estate of Kaufman, as well as others, including Dann, Sorrentino and ANBL&K.

24A. ANBL&K, instead of supporting the Raffe cross-motion, as it was legally and ethically compelled, since it inured to the benefit of Dann, Sorrentino and Puccini by causing the dismissal of the Barr.-Citibank action, moved to disqualify GS from representing Raffe.

B. The response of GS to the ANBL&K cross-motion compelled its denial, as they, as well as K&R, recognized.

C. Consequently, ***Arthur Goldstein***, Esq., Nachamie and ANBL&K, in cooperation with Citibank, Relkin and K&R, "substituted" the first page of its Notice of Cross-Motion and the first page of its moving affidavit so as to, *inter alia*, change the title of the cross-motion and the GS opposing papers were transmogrified from "sense" to "nonsense".

D. The result of this extrinsic fraud resulting from the "substitution" of papers was a patently ambiguous Order of Disqualification by Acting NY Supreme Court Justice ***Thomas V. Sinclair, Jr.***, who was unaware, as was GS and Raffe, of the substitution of the submitted papers.

E. An unintended consequence to Citibank-K&R of the ANBL&K "substitution" of motion papers was the denial of the Barr-Citibank motion for partial summary judgment against Raffe, without prejudice to a renewal after a new court-appointed receiver was appointed for Puccini.

25A. Citibank-K&R were aware and made it openly known that a corrupt receiver, who would betray Puccini, had to be appointed.

B. NY Supreme Court Justice ***Michael J. Dontzin***, who had appointed Lindsay, had only questionable authority to make a "substituted" appointment (22 ***NYCRR*** §660.24), was aware that the Citibank-K&R need was for a corrupt receiver, who would conceal the Puccini larceny, appointed ***Lee Feltman***, Esq. with that understanding.

C. After Citibank-K&R made their "bribe" arrangements with Feltman, the Barr-Citibank motion was renewed.

D. The corruption of Feltman was immediately cognizable since, he also, refused to assert first party defenses on behalf of Puccini.

E. Again, in support of their motion for partial summary judgment, the perjurious Zangara, Barr and Miller affidavits were submitted.

F(1) Feltman, his law firm, ***Feltman, Karesh & Major***, Esqs. [hereinafter "FK&M"], thereafter ***Feltman, Karesh, Major & Farbman***, Esqs. [hereinafter "FKM&F"], Nachamie and ANBL&K ***actually knew*** that a recovery against Raffe, based upon the perjurious submission, would result in judgments over as against Puccini, Dann and Sorrentino.

(2) Mr. Justice Sinclair, before whom the motion and cross-motions were pending, was ***actually aware*** that Feltman and his law firm were betraying Puccini, their client and judicial trust, and that ANBL&K was betraying its clients, Dann and Sorrrentino.

(3) Despite the vehement denials by Zangara, Barr and Miller, the evidence was sufficient, if not compelling, of the fact that Citibank-K&R had engaged themselves in the larceny of Puccini's assets, and were dissipating those assets as a "source" of "bribes" nullifying the Raffe cross-guarantee.

(4) As a matter of law, at least pending the opportunity for pre-trial disclosure, the Barr-Citibank motion had to be denied. However, there was evidence that Mr. Justice Dontzin was inducing Mr. Justice Sinclair to summarily grant the motion aware that Feltman was to receive a substantial "bribe" if the Barr-Citibank motion was granted.

G. As a result of this collusive perjury, deceit and fraud, judgement was recovered by Barr-Citibank, and judgment over was rendered against Puccini for $475,425.86 and judgment over was obtained by Raffe against Dann & Sorrentino for $316,950.57 (Exhibit "A3").

<u>AS AND FOR A FIFTH SET OF CLAIMS AGAINST THE THIRD PARTY DEFENDANTS.</u>

26. The defendant-third party plaintiff, GS, repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

27A. Despite the grant of summary judgment in favor of Barr & Citibank, GS and Raffe, who held, *inter alia*. money judgments against Puccini, kept insisting on inspecting its books and records, which was repeatedly refused.

B. Finally, Feltman suggested that R&P be appointed by the Court, as its "investigatory accountants" in order to investigate and report on the charges being made by GS and Raffe.

C. Neither Feltman, his law firm, Citibank, K&R nor ANBL&K in requesting the appointment of R&P, disclosed to the Court that R&P were the accountants for Citibank-K&R in the Puccini matter and had been paid by Puccini judicial trust monies, after such monies were "laundered" by ANBL&K (Exhibits "A4A" & "A4B").

28A(1) Although there was absolutely no merit to the appeal by Feltman, as evidenced by the decision of the Court, at Puccini's cost and expense, Feltman appealed the judgment over, which was based on his own perfidious and treasonous behavior and misconduct, openly expecting that Presiding Justice Murphy would salvage him and his law firm.

(2) ***Donald F. Schneider***, Esq., of FK&M and FKM&F was openly flaunting that Presiding Justice Murphy and other jurists had been "fixed" by Citibank and his firms.

B. However, as revealed by the written opinion itself, even Presiding Justice Murphy, who was a panel member, could not salvage Feltman or his law firm, and the judgment over by Mr. Justice Sinclair was affirmed (***Barr & Citibank v. Raffe v. Puccini, Dann & Sorrentino,*** 97 A.D.2d 696, 468 N.Y.S.2d 332 [1st Dept.-1983]).

C. The appeal by Feltman was on a "full record", and it was obvious from such record that Feltman was betraying Puccini and ANBL&K was betraying Dann and Sorrentino.

D. The appeal was determined on November 3, 1983 which was seven (7) months after R&P had been authorized and directed to issue a report. However, as Murphy and the Appellate Division, knew the larceny of Puccini's assets were so extensive and complete that R&P could not issue a report without exposing the activities of their clients, Citibank-K&R.

E. The opening paragraph of the decision of the Appellate Division, reveals the lack of merit of the Feltman appeal, which Presiding Justice Murphy could not salvage.

> " 'A person who, in whole or in part, has discharged a duty which is owed by him but which as between himself and another should have been discharged by the other, is entitled to indemnity from the other, * * *.' (*American Law Institute, Restatement of the Law of Restitution*, § 76.) Where payment by one person is compelled, which another should have made or which redounds solely to the benefit of another, a contract to reimburse or indemnify is implied by law." *Brown v. Rosenbaum,* 287 N.Y. 510, 518-9, 41 N.E.2d 77. As between third-party defendant Puccini and defendant Raffe, the obligation to pay the bank, and the obligation to reimburse or indemnify the estate of Milton Kaufman for the payment under Kaufman's guarantee of Puccini's debt to the bank, were both duties owed primarily by Puccini. Therefore, the obligation implied in law to reimburse or indemnify Raffe for Raffe's payment to the estate is not a promise "to answer for the debt, default or miscarriage of another person," *General Obligations Law* § 5-701(a)(2), but rather for Puccini's own debt. Thus the obligation, whether implied in law or in fact, is not required to be in writing by the Statute of Frauds. *General Obligations Law* § 5-701.

> Raffe was in effect a surety for Puccini. Such a surety "is entitled to full indemnity against the consequences of the default of the principal, and is, therefore, entitled to call upon him for reimbursement not only of what he may have been obliged to pay in discharge of the obligation for which he was surety, but also of all reasonable expenses legitimately incurred in consequence of such default, or for his own protection."

29A. Feltman having betrayed Puccini, their client and trust, so that Barr-Citibank could obtain a money judgment against Raffe, now wanted the "bribe" monies promised him by Citibank-K&R, which was one-third (⅓) of the recovery, or approximately $160,000.

B. Citibank-K&R had also promised R&P, their accountants, an additional $10,000 "bribe" payment.

C. Citibank-K&R attempted to pay such "bribe" monies from Puccini's judicial trust assets by having such monies "laundered" through and by Acting Supreme Court, now Associate Appellate Division, Justice ***David B. Saxe***,. resulting in the surfacing of the initial "hard evidence" of the Puccini larceny.

D. In the few months that followed, the "hard evidence" reached avalanche proportions, which included the R&P Report of March 1984 of which Exhibit "A4A" was a part.

AS AND FOR A SIXTH SET OF CLAIMS AGAINST THE THIRD PARTY DEFENDANTS.

30. The defendant-third party plaintiff, GS, repeats, reiterates and reallges each and every allegation of this third party complaint heretofore set forth, as well as those in his Answer, with the same force and effect as if more fully set forth at length herein, and further alleges:

31A. By early 1984 the conclusive documentary evidence compelling the nullification of all judgments, orders and decisions obtained by Citibank-K&R/Feltman, mandating restitution to their victims, as well as criminal indictments, impeachments and disbarments.

B. Mr. Justice Dontzin, acting on behalf of Citibank-K&R/Feltman, as well as on his own personal behalf, entered into an agreement with NY Supreme Court Administrator ***Xavier C. Riccobono***, whereby there would be given Riccobono the remaining cash assets in the Puccini judicial trust account, less approximately $170,000, or approximately $630,000, as "bribes", for which the Citibank-K&R/Feltman conspirators would be afforded "***total immunity***".

C. After Presiding Justice Murphy approved the Dontzin-Riccobono agreement Riccobono, *sua sponte* and *ex parte*, designated Special Referee Diamond to consummate such "***Citibank Bribes For Total Immunity Agreement***", which Diamond assignment included facilitating the transfer of the $800,000 in "bribes" to and/or on behalf of Riccobono, FKM&F. & R&P.

D. Since both Raffe and GS had, *inter alia*, contractually based, constitutionally protected, money judgments against Puccini, they had to be denied "access to the courts" to liquidate their claims against Puccini in order to preserve the $800,000 as and for "bribes" for Riccobono, FK&M,and R&P.

E. Raffe and GS also had to be denied "access to the courts" so that they could not compel a Puccini "accounting" which would have compelled "restitution" by the Citibank conspirators.

32A. Despite his best efforts, Referee Diamond could not consummate the transfer of the $800,000 in "bribes" from Puccini's assets to Riccobono, FK&M and R&P.

B. With Riccobono, Diamond, Dontzin, Abrams and Cook, as money damage defendants in the federal court (*Raffe v. Doe*, 619 F. Supp. 891 [SDNY-1985]), Riccobono solicited the assistance of NY Supreme Court Justice Gammerman who, like Referee Diamond, without jurisdiction or due process, enjoined "access to the courts" to Raffe and GS.

C. However, even with these transparently invalid injunctions, Citibank's cadre of corrupt judges and officials, could not consummate the transmission of the remaining cash assets of Puccini of approximately $800,000 to Riccobono, FK&M and R&P.

D. Consequently, the Murphy-Riccobono entourage began to divert NY State and federal monies to the Citibank-K&R/Feltman conspirators, as a substitute and/or additional source of "bribes".

E. To transmit "millions of dollars" in federal and state funds to the Citibank-K&R/Feltman conspirators, ***Howard Bergson*** and ***William H. Pauley, III***, became "bagmen".

33A. The corruption of NYSAG Abrams and Senior Assistant NYSAG Cook, Puccini's statutory fiduciaries, was absolutely essential to Citibank criminal racketeering activities since, *inter alia*, Abrams & Cook would have to abandon their fiduciary obligations, even when mandatory, such as to compel a "final accounting" and "distribution" after the expiration of eighteen (18) months (***NY Business Corporation Law*** §1216).

B. Abrams and Cook, as well as their successors, including ***Eliot Spitzer; Jeffrey I. Slonim; Carolyn Cairns Olson; Rachel Zaffrann*** and ***Charles P. Sanders***, not only abandoned their fiduciary obligations to Puccini, but defended those, such as Riccobono, Gammerman and Diamond who were engaged in dissipating Puccini's assets as "bribes". Since they were defrauding the ***State of New York*** by such unauthorized defense representation, it rendered the litigation with a "subject matter jurisdictional" infirmity rendering the merit dispositions made to be null and void.

C. Furthermore, when the option existed between the option (the legal authority, not the physical power) of divesting the Citibank conspirators of their illicit "loot" or defrauding the NY State purse, they always opted to defraud the state purse.

34A. The *modus operandi* of the Murphy-Riccobono lackeys, which include Saxe. ***Alvin F. Klein; Betty W. Ellerin, Ernst H. Rosenberger*** and ***William C. Thompson*** is to issue or concur in the issuance of orders that have absolutely no validity.

B. Unless one "pays-off" the result of some of these invalid orders includes incarceration.

35A. Even when the monies due GS are unrelated to Citibank's criminal racketeering adventure, "access to the courts" must be denied him by ***Fred L. Shapiro*** and ***W. Denis Donovan***.

B. The approximate amount of $170,000 in Puccini's cash assets was to be given to FKM&F and R&P, although neither had been appointed pursuant to the mandatory provisions of 22 ***NYCRR*** §660.24, which rendered their appointment to "be null and of no effect" and "no person so appointed [was] entitled to receive any compensation for the services rendered or claimed to have been rendered."

C. Thus the ***Office of Court Administration*** such as Chief Administrator ***Jonathan Lippman*** had to be "fixed" so that no ***NY Judiciary Law*** §35-a Statements would be filed by Judge Saxe or Referee Diamond, albeit mandatory.

36. There are other claims by GS against plaintiff, tortuous and otherwise, of various kinds and nature for which GS claims damages under these counterclaims for $100,000,000,000 compensatory and punitive damages, together with interest, costs and disbursements.

Dated: July 30, 2004

Yours, etc.
GEORGE SASSOWER, Esq.
Attorney for Defendant
Tird Party Plaintiff, *pro se*
10 Stewart Place,
White Plains, NY 10603
(914) 681-7196

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

GEORGE SASSOWER, first being duly sworn, deposes and says: That he is the defendant-third party plaintiff, read the foregoing third party complaint and knows the contents thereof, that the same is true to his own knowledge.

GEORGE SASSOWER

Sworn to before me this
30th day of July, 2004

JOSEPH CASTELLANO
Notary Public, State of New York
No. 04CA5075933
Qualified in Westchester County
Commission Expires April 14, 20

Exhibit "A4A"

PUCCINI CLOTHES, LTD.

SCHEDULE OF CASH DISBURSEMENTS

JUNE 4, 1980 TO FEBRUARY 4, 1982

# No.	Payee	Explanation	Amount
2419	Cash	Petty Cash	$ 112.30
2420	Blue Cross - Blue Shield	Hospitalization	500.09
2421	Sondo	Payment of Accounts Payable	19.00
2422	Estate of R. Kaufman	Payment of Accounts Payable	138.00
2423	Eugene Dunn	Payroll	342.00
2424	Robert Sorrentino	Payroll	363.50
2425	Helen Joorg	Payroll	147.00
2426	Robert Dunn	Payroll	118.00
2427	" "	Selling Commission	500.00
2428	G & A Carting	Payment of Accounts Payable	108.00
2429	U.P.S.	Payment of Accounts Payable	187.70
2430	ABC Trans National	Payment of Accounts Payable	34.33
2431	I.T.T.	Payment of Accounts Payable	55.97
2432	Daily News Record	Payment of Accounts Payable	45.00
2433	Pan American Airways	Dues and Subscriptions	80.00
2434	" " "	Dues and Subscriptions	54.00
2435	Paul & Jimmy	Payment of Accounts Payable	126.00
2436	N.Y. Telephone	Payment of Accounts Payable	1,148.02
	National Bank of North America	Purchase of Commercial Paper	25,000.00
2437	Knickerbocker Printers	Payment of Accounts Payable	6.95
2438	Eugene Dunn	Payroll	221.00
2439	Robert Sorrentino	Payroll	263.50
2440	Helen Joorg	Payroll	113.00
2441	Robert Dunn	Payroll	98.15
2442	Nat'l Bank of N.A.	Federal Payroll Tax Depository	738.04
	Nat'l Bank of N.A.	Bank Charge	8.00
2443	NY State Income Tax	State Payroll Tax Depository	146.70
	Nat'l Bank of N.A.	Purchase of Commercial Paper	48,278.30
	"	Purchase of Commercial Paper	25,000.00
2444	Dominick De Lillo	Severance Pay	800.00
2445	Robert Dunn	Selling Commission	300.00
2446	Bull's Motor Frt.	Payment of Accounts Payable	20.20
2447	Franklin Thomas	Payment A/P $348.20, loan ($80)	270.20
2448	Estate of R. Kaufman	Payment of Accounts Payable	340.00
2449	UPS	Payment of Accounts Payable	190.45
2450	G. DeRosa	Severance Pay	309.00
2451	E. Garrison	Severance Pay	250.00
2452	Helen Joorg	Office Expense	400.00
2453	Robert Dunn	Severance Pay	300.00
2454	Arutt, Nachamie, Benjamin	Legal	10,000.00
2455	" "	Legal	2,000.00

Exhibit "A4B"

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

189

10/10 1982 1-12/210 114

PAY TO THE ORDER OF Rubber - Pollack C.P.A. $ 6,200 00/100

Six thousand and two hundred & no/100 DOLLARS

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

CHEMICAL BANK

⑆021000128⑆ 092-019307⑈ ⑀0000620000⑀

Exhibit "A4C"

Legal Fee

PUCCINI CLOTHES, LTD.

11-26-81

Nov. 16 1981

BONDED

PAY TO THE ORDER OF Arutt Nachamie Benjamin Kirschner $ 4495 00

THE SUM 4495 DLS 00 CTS DOLLARS

PUCCINI CLOTHES, LTD.