

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

716-427-7225
FAX 716-427-7804

April 1, 2004

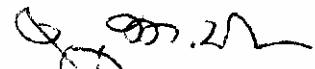
Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

Dear Mr. Cordero,

RE: David & Mary Ann DeLano; BK#04-20280

I have yet to receive a reply to my recent letter to you concerning dates when a §341 hearing can be held. I am next scheduled to appear in Court on this matter on April 26, 2004. If the dates which have been suggested to you are not satisfactory, please give me some alternate dates so I can schedule a time for the hearing to take place. If you do not believe you can schedule such a hearing before April 26th, please advise me of the dates when you are available after that date so that I can plan on adjourning the court date to a time after you have questioned the debtor.

Very truly yours,


George M. Reiber

Gmr/vr

Xc:

Kathleen Dunivin Schmitt, Esq.
Christopher Werner, Esq.

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 3, 2004

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004

Re: The Chapter 13 bankruptcy petition of David G. DeLano and Mary Ann DeLano, docket no. 04-20280, in the U.S. Bankruptcy Court for the Western District of New York

Dear Ms. Martini,

In connection with our phone conversation last March 17, concerning the above-captioned case, in which I am a creditor, please find a memorandum herewith in which I state my position and request that you state yours. For the sake of completeness, I am also serving on you other related documents that will give you a fuller view of the stakes in this case. Thus, you will find in this binding the following:

1. Memorandum of March 30, 2004, on the facts, implications, and requests concerning the DeLano Chapter 13 bankruptcy petition, docket no. 04-20280 WDNY1
2. Letter of George Reiber, Chapter 13 Trustee, of March 24, 2004.....22
3. Letter of Christopher Werner, attorney for the DeLanos, of March 19, 2004.....23
4. Objection of March 4, 2004, to Confirmation of the Chapter 13 Plan of Debt Repayment24
5. Objection of March 29, 2004, to a Claim of Exemptions.....29
6. Notice of March 31, 2004, of Motion for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Local Practice.....31

If you wish to be served in future with other documents in this case, please send me your e-mail address so that service can be made more cost-effectively and speedily by e-mail. In turn, I request that you include me in your service list for this case.

I also request that you let me have your written response on this matter by next April 21. If I have not received it by then, I will understand that you have affirmed the position that you took in our conversation and I will proceed accordingly.

Sincerely,

Dr. Richard Cordero

UNITED STATES BANKRUPTCY COURT
Western District of New York
100 State Street
Rochester, NY 14614
www.nywb.uscourts.gov

In Re:

David G. DeLano
Mary Ann DeLano

Debtor(s)

SSN/Tax ID: xxx-xx-3894
xxx-xx-0517

Case No.: 2-04-20280-JCN
Chapter: 13

Please be advised that your Notice of motion for a declaration of the mode of computing the timeliness of an Objection to a claim of exemptions and for a written statement on and of local practice, filed 4/7/04 was deficient due to:

- Improper Hearing Date
- Improper Hearing Location

Lack of Hearing time on the Notice of Motion. Hearing time should be 11:00 a.m in the Rochester Courtroom.

Please contact the judge's secretary for a correct hearing date, serve the affected parties and file with the Court the new notice of motion and proof of service at least three days prior to the hearing date.

Note: Your motion will not be added to the calendar until it is corrected.

Dated: April 9, 2004

P. Finucane
Case Administrator

Form *dfmotion*
Doc 20

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 13, 2004

Mr. Paul R. Warren
Clerk of the Bankruptcy Court
United States Bankruptcy Court
1220 US Court House
100 State Street
Rochester, NY 14614

Dear Mr. Warren,

I recently filed with the court for docket no. 04-20280 and served on the parties the following 3 documents:

1. Memorandum of March 30, 2004, on the facts, implications, and requests concerning the DeLano Chapter 13 bankruptcy petition, docket no. 04-20280 WDNY
2. Objection of March 29, 2004, to a Claim of Exemptions
3. Notice of March 31, 2004, of Motion for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Local Practice

However, as of this morning, the docket reads like this in pertinent part:

04/08/2004	19	Objection to A Claim of Exemptions. Filed by Interested Party Richard Cordero . (Attachments: # 1 Appendix)(Tacy, K.) (Entered: 04/08/2004)
04/09/2004	20	Deficiency Notice (RE: related document(s) 19 Objection to Confirmation of the Plan and Notice of Motion for a declaration of the mode of Computing the timelessness of an objection to a claim of exemptions and for a written statements on and of Local Practice, filed by Interested Party Richard Cordero) (Finucane, P.) (Entered: 04/09/2004)

Please note that those three documents were sent separately stapled because by their own nature they constitute separate documents. Thus, the Memorandum (1, above) is neither an attachment nor an appendix to the Objection to a Claim of Exemptions. It should be entered in the docket as a separate document with its full title, which appears in the reference clearly marked as Re:...; otherwise, the title used in 1, above, can be used. Moreover, when the hyperlink in # [1](#) Appendix is opened, that memorandum appears truncated of its first five pages, which appear in the document opened by the hyperlink for entry 19, which in turn is truncated of the following 18 pages.

Please note too the mistakes in entry 20:

- a) it is not “timeless”, but rather “timeliness”;
- b) it is not “exemptions”, but rather “exemptions”;
- c) it is not “a written statements”, but rather “a written statement”.

I trust you and your colleagues care about how so many mistakes reflect on you and them. I certainly care about how they reflect on me and how much more difficult they render the understanding and consultation of the documents that I filed.

In the same vein, my letter to Mr. Todd Stickle of January 4, 2004, was never entered although I served it with a Certificate of Service, thereby making clear my intent to file it. Likewise, his response to me of January 28, 2004, was not filed. There is no reason for keeping these letters out of the file, or for not making their whole text available through a hyperlink.

I am also formally submitting to you that letter of January 4 and requesting that you inform me about the availability of the documents mentioned therein. As to those requested under heading B. of that letter, Mr. Stickle’s reply in his January 28 letter is totally unacceptable. It ignores the material impossibility which I myself pointed out to him for giving him the entry numbers of those documents: They have no numbers of their own because they were not entered; however, their existence is confirmed by references to them in other entries as well as by their own nature, i.e., an order authorizing payment to a party and stating the amount thereof must exist.

Therefore, I kindly request that you:

1. in docket no. 04-20280:
 - a) enter the Memorandum in 1, above, as a separate document with its full title;
 - b) ensure that its 23 pages appear in one single document rather than piecemeal in two documents;
 - c) correct the typos;
2. in docket no. 02-2230:
 - a) enter the letters of January 4 and 28, 2004, copies of which are attached hereto for the sake of facilitating the task;
 - b) state whether the documents requested under heading A. are available electronically and whether those under heading B. are available at all; if the latter are unavailable, state the reason why they are neither in your possession nor in the docket.

I thank you in advance and look forward to hearing from you soon.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

January 4, 2004

Mr. Todd Stickle
Deputy Court of Clerk
United States Bankruptcy Court
1220 US Court House
100 State Street
Rochester, NY 14614

Dear Mr. Stickle,

As we discussed in our phone conversation on December 10, I would like to receive copies of certain financial and payment documents concerning the Premier Van Lines case, docket number 01-20692. I am asking for them precisely because most are not listed in the docket, which explains why it is impossible for me to give you their entry numbers. However, they must exist since they concern the accounts of the debtor and the payment of fees out of estate funds.

To avoid any room for confusion, let me clearly state that where I want a document entered with a corresponding docket number, I simply state, 'I would like a copy of document A entered as entry no. X', as in number 1 below. Where I also want a document that has been entered but whose entry bears no number, I describe the position of its entry in the docket, as in the case of documents 2 and 3. Those documents appear in list A below.

By contrast, other documents –in list B below- are only mentioned in some entries but are not entered themselves anywhere in the docket. Hence, I use entry numbers only as an aid in identifying the requested document because it is mentioned in an entered document, whose docket number appears after the cf. reference. I am interested in the former, not in the latter.

For example, I want a copy of the financial statements concerning Premier that the accounting firm Bonadio & Co. prepared after auditing it and which Bonadio submitted to the court. Such statements are not entered in the docket. However, they must exist since there is an entry for the court order authorizing the appointment of Bonadio to audit Premier and another order authorizing the payment of fees for the work that Bonadio did. I have indicated the entry numbers of those orders as well as similar documents only as an aid in identifying my request. Hence, I am not requesting Bonadio's invoice itemizing the time that it spent and the services that it performed, which invoice it submitted to the court to justify the payment to it of a fee; rather, I want the statements resulting from the audit itself, which were submitted to the court, and that shed light on Premier's financial condition at the time.

A. Documents entered in the docket and which I want themselves

1. I would like a copy of the monthly reports of operation for March through June 2001, entered as **entries no. 34, 35, 36, and 47**. Where are the reports for the following months?
2. The court order closing the case, which is the last but one docket entry, but bears no number.
3. The court order authorizing the payment of a fee to Trustee Kenneth Gordon and indicating the amount thereof; which is the last docket entry, but bears no number

B. Documents that I want that are only mentioned in other documents but not entered themselves anywhere

4. The court **order authorizing** payment of fees to **Trustee Gordon's attorney, William Brueckner**, Esq., and stating the amount thereof; cf. docket entry no. 72.
5. The court **order authorizing** payment of fees to **Auctioneer Roy Teitsworth** and stating the amount thereof; cf. docket entry no. 97.
6. The **financial statements concerning Premier prepared by Bonadio & Co.**, for which Bonadio was paid fees; cf. docket entries no. 90, 83, 82, 79, 78, 49, 30, 29, 27, 26, 22, and 16.
7. The statement of **M&T Bank** of the proceeds of its auction of estate assets on which it held a lien as security for its loan to Premier; the application of the proceeds to set off that loan; and the proceeds' remaining balance and disposition; cf. docket entry no. 89.
8. The **information provided to comply with the order** described in entry no. 71 and with the minutes described in entry no. 70.
9. The **Final report and account** referred to in entry no. 67 and ordered to be filed in entry no. 62.

As agreed, kindly let me know in advance the cost of each document. If any of them is or can be made available electronically through Pacer, kindly let me know.

Sincerely,

Dr. Richard Cordero

OFFICE OF THE CLERK
UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

1220 U.S. Courthouse, 100 State Street
Rochester, NY 14614 (585) 613-4200
<http://www.nywb.uscourts.gov>

Paul R. Warren
Clerk of Court

Todd M. Stickle
Deputy Clerk in Charge

January 28, 2004

Dr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208-1515

RE: Search Request - Dr. Cordero Letter of January 4, 2004

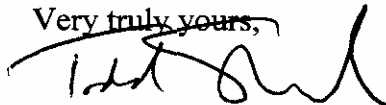
Dear Dr. Cordero:

I am writing in response to your letter of January 4, 2004 wherein you request copies of "certain financial and payment documents concerning the Premier Van Lines case, docket number 01-20692." The total cost to search and copy the items listed under Section A of your letter is \$41.00. Documents #34, #35, #36, and #47 contain 30 pages. Copy costs are \$.50 per page. The search fee to count the pages is \$26.00. Thus, the total is \$41.00.

I cannot proceed with fulfilling the second half of your request (Section B of your letter) until you tell me the exact documents you want us to copy. Please indicate the document number that you would like us to copy and we will proceed with your request, accordingly.

If you are interested in receiving copies of the items you list under Section A of your letter, please provide us with a \$41.00 check or money order payable to "Clerk of the United States Bankruptcy Court". We will copy and send the documents upon receipt of your payment.

Very truly yours,



TODD M. STICKLE
Deputy Clerk in Charge

cc: Paul R. Warren, Clerk of Court - WDNY

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

rec'd, Th, Apr 15, 04

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

Dear Mr. Cordero,

Re: David & Mary Ann Delano, BK 04-20280

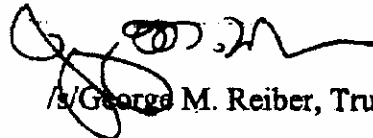
Kathleen Dunivin Schmitt has advised me that you apparently did not receive a letter I sent to you dated March 24, 2004. That letter had attached a letter from Mr. Werner indicating dates when the debtors would be available for an extended examination pursuant to the guidelines set up by Ms. Schmitt. Therefore I am requesting by copy of this letter to Mr. Werner that he advise me of 3 more dates when his clients will be available. I would ask that he send you a copy of that letter directly so that you have the opportunity to respond faster.

I am not available on any Monday, April 30, the week of May 10, or May 21.

Because of the delay in scheduling this exam, I do not believe I will have sufficient time to complete my investigation prior to the next scheduled Court date on April 26. At that time I will be asking the Court to adjourn the matter from that date to a date in June. Therefore there is no need for you to appear that day. I will advise you of the adjourned date for the Court appearance after that day.

I apologize for the apparent mix up in the mail.

Very truly yours,



/s/ George M. Reiber, Trustee

To: US Bankruptcy Court
Kathleen Dunivin Schmitt, Esq.
Christopher Werner, Esq.
David & Mary Ann Delano

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 15, 2004

George M. Reiber, Esq.
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

faxed to 585-427-7804

Dear Mr. Reiber,

1. I have received today a letter from you. It is not dated, which is quite strange in a professional letter. A copy of it is attached hereto.

2. Moreover, you state there that, "Kathleen Dunivin Schmitt has advised me that you apparently did not receive a letter I sent to you dated 24, 2004." If Trustee Schmitt did tell you that, your statement casts her in a poor light. Indeed, I sent her my Memorandum of last March 30, titled The facts, implications, and requests concerning the DeLano chapter 13 bankruptcy petition, docket no. 04-20280 WDNY. Therein I wrote on page 37 thus:

V. Trustee Reiber failed to be evenhanded by proposing dates for the adjourned meeting to Mr. Werner but not to Dr. Cordero, although he was going to send a letter to Dr. Cordero and Trustee Schmitt was going to request him to do so

42. On Friday, March 12, Trustee Reiber called Dr. Cordero to let him know that he had spoken with Mr. Werner and that the latter had agreed to a meeting where Dr. Cordero could examine the DeLanos. Dr. Cordero told the Trustee that the meeting had to be just as the meeting of creditors which was to have been held on March 8. The Trustee just said that he would send Dr. Cordero a letter on the subject.
43. Dr. Cordero received no letter from the Trustee in the following week. When Trustee Schmitt and Dr. Cordero spoke again on Tuesday, March 23, upon her return from training, she mentioned that Trustee Reiber had sent Dr. Cordero a letter. When Dr. Cordero said that he had received none, she said that she would ask him to send or resend the letter in question.
44. On Saturday, March 27, Dr. Cordero received a letter from Trustee Reiber together with a copy of a letter from Mr. Werner to the Trustee dated March 19. Mr. Werner wanted to let the Trustee know the dates that were agreeable to him from among those that the Trustee had proposed to him for the adjourned meeting of creditors.

45. How come Trustee Reiber did not propose them at the same time to Dr. Cordero? Proceeding this way does not show evenhandedness in Trustee Reiber's treatment of Mr. Werner and Dr. Cordero. The latter is put at a disadvantage by having to play catch up or, to avoid being put in that position, he is forced to second-guess the Trustee all the time.
46. Nor is it reassuring if Trustee Schmitt failed to ask Trustee Reiber to send or resend that letter to Dr. Cordero, or if she did ask him to do so, but failed to prevail upon him to do so, for if Trustee Reiber can disregard such a request, what other requests or advice from Trustee Schmitt can he disregard too?

3. From that passage it is quite clearly that:

- a) the letter that I did not receive is the one that you told me on March 12 you would send me,
- b) I spoke with Trustee Schmitt on March 23 and told her that I had not received that letter and she said she would ask you to send it;
- c) the letter which you did not send me is the one in which you proposed dates to Mr. Werner for the adjourned meeting of creditors and to which he was responding in his March 19 letter, of which I received a copy together with your letter of March 24.

4. Since I sent you and Mr. James Weidman, your attorney, each a copy of that Memorandum, which is addressed to each of you by name, your statement shows that you have not read it. Choosing not to read it leads you to make a gross mistake like this, which is inexcusable because you have constructive knowledge of what I wrote there. In the process, you blame Trustee Schmitt, although she and others must have seen that in that Memorandum I included a copy of your letter of March 24 as page 22 and a copy of Mr. Werner's letter of March 19 as page 23! More mistakes like this can be expected. In any event, I do expect that you and Mr. Weidman take a position on the relief that I request there.

5. By now I am most suspicious of what you can possibly have written in that letter to Mr. Werner of which you have such a hard time sending me a copy. Since you write letters without dating them, that one may not have been dated either. Therefore, I hereby request that you send me a copy of every letter that you and Mr. Werner have exchanged concerning the DeLano case. Given that under B.C. §§1302(b)(1) and 704(7) a creditor can ask the trustee to "furnish such information concerning the estate and the estate's administration as is requested by a party in interest", then a creditor, as a party in interest, can ask the trustee to furnish him the information exchanged between the trustee and the debtor's attorney. I trust that you will interpret the term "concerning" broadly enough to encompass every piece of information that a reasonable person would consider significant in assessing the estate, its administration, and safeguarding his interests as a creditor.

6. In the letter that I just received from you, you mention also that you are conducting an investigation. I respectfully request that you state what kind of investigation and its scope. It should be quite understandable that if you are neither going to provide me with the information that I requested in the Memorandum nor request that the DeLanos do so, you should let me know so that I do not wait in vain for the completion of whatever else it is that you are "investigating".

7. Finally, I hereby give you notice that I am relying on your statement in that letter that I do not have to attend the April 26 hearing and that you not only will request the court to adjourn it to June, but that you are certain that the court will adjourn it even if I do not attend to oppose to its being conducted before any investigation has resulted in my obtaining the information that I requested in the above-mentioned Memorandum. If my reliance is misplaced, I ask that you disabuse me immediately.

Sincerely,

Dr. Richard Cordero

CERTIFICATE OF SERVICE

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004
tel. (212) 510-0500
fax (212) 668-2255

Kathleen Dunivin Schmitt, Esq.
Assistant U.S. Trustee
New Federal Office Building
100 State Street, Room 6090
Rochester, New York 14614
tel. (585) 263-5812
fax (585) 263-5862

George M. Reiber, Esq.
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623
tel. (585) 427-7225
fax (585) 427-7804

Christopher K. Werner, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
2400 Chase Square
Rochester, NY 14604
tel. (716) 232-5300
fax (585) 232-3528

Mr. George Schwergel
Gullace & Weld LLP
Attorney for Genesee Regional Bank
500 First Federal Plaza
Rochester, NY 14614
tel. (585) 546-1980

Rhonda E. Rosenblum, Esq.
Fleet Bank (RI) N.A. and
its assigns by eCast Settlement Corporation
as its agent
eCast Settlement Corporation, assignee of
Associates National Bank
Becket and Lee LLP, Attorneys/Agent
P.O. Box 35480
Newark, NJ 07193-5480
tel. (610) 644-7800

**OFFICE OF THE CLERK
UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

*1220 U.S. Courthouse, 100 State Street
Rochester, NY 14614 (585)613-4200
www.nywb.uscourts.gov*

Paul R. Warren
Clerk of Court

Todd M. Stickle
Deputy Clerk in Charge

April 16, 2004

Dr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208-1515

Re: Deficiency Notice of 4/9/04
Case Number 04-20280- David G. & Mary Ann DeLano

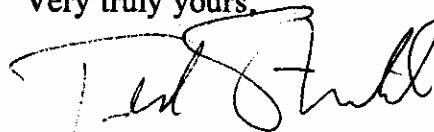
Dear Dr. Cordero:

Please be advised that the deficiency notice of 4/9/04 is being withdrawn and the docket will reflect this withdrawal. The Notice of Motion for a declaration of the mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Local Practice is being done by submission. Therefore, it will not be placed on the Courts calendar.

Pursuant to George M. Reiber's Trustee letter filed with the Court on 4/13/04, please be advised that the Confirmation hearing scheduled for 4/26/04 will be adjourned to a date in June.

If you have any questions regarding this, please do not hesitate to contact me.

Very truly yours,



Todd M. Stickle
Deputy Clerk in Charge

cc: George M. Reiber, Esq. Chapter 13, Trustee



**BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP**
ATTORNEYS AT LAW

April 16, 2004

George M. Reiber, Esq.
3136 South Winton Road
Rochester, New York 14623

Mr. Richard Cordero
59 Crescent Street
Brooklyn, New York 11208

Re: David G. and Mary Ann DeLano, Case No. 04-20280

Dear Mr. Reiber and Mr. Cordero:

In response to Trustee Reiber's recent request for three (3) additional days available for examination of Mr. and Mrs. DeLano, be advised that both myself and my clients are available at any time on May 4th, 5th or 18th. Please advise of the date you select.

Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
cc: David G. and Mary Ann DeLano

2400 Chase Square • Rochester, New York 14604 • 585-232-5300 • FAX: 585-232-3528
7 South Broadway, Suite 300 • White Plains, New York 10601 • 914-682-4006 • FAX: 914-682-8273
60-70 South Main Street, Suite 250 • Canandaigua, New York 14424 • 585-396-0400 • FAX: 585-232-3528
<http://www.boylanbrown.com>



**BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP**
ATTORNEYS AT LAW

April 16, 2004

United States Bankruptcy Court
100 State Street
Rochester, New York 14614

Re: David G. and Mary Ann DeLano, Case No. 04-20280

Dear Sir or Madam:

Enclosed please find our clients' Statement in Opposition to Cordero Objections to Claim of Exemptions for your consideration.

Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
Enclosure

cc: George M. Reiber, Esq. (*w/ enclosure*)
Kathleen Schmitt, U.S. Trustee (*w/ enclosure*)
Richard Cordero (*w/ enclosure*)

2400 Chase Square • Rochester, New York 14604 • 585-232-5300 • FAX: 585-232-3528
7 South Broadway, Suite 300 • White Plains, New York 10601 • 914-682-4006 • FAX: 914-682-6273
60-70 South Main Street, Suite 250 • Canandaigua, New York 14424 • 585-396-0400 • FAX: 585-232-3528
<http://www.boylanbrown.com>

In re:

**DAVID G. DELANO and
MARY ANN DELANO,**

Debtors.

**DEBTORS' STATEMENT
IN OPPOSITION TO
CORDERO OBJECTION TO
CLAIM OF EXEMPTIONS
(Objection to Claim of Exemption)**

Case No. 04-20280

The Debtors, **DAVID G. DELANO** and **MARY ANN DELANO**, by their attorneys, Boylan, Brown, Code, Vigdor & Wilson, LLP, Christopher K. Werner, Esq., of counsel, state in opposition to "Objection to a Claim of Exemptions" filed by Richard Cordero ("Cordero") as follows:

1. First, Debtors oppose any objection by Cordero, to the extent that he is not a proper creditor in this matter. Cordero was listed among the Debtors' potential creditors insofar as Cordero has named the Debtor, David G. DeLano, in an action arising out of the Premier Van Lines Chapter 11 proceeding. Cordero has commenced suit against Mr. DeLano as an employee of M&T Bank which had been a secured creditor of Premier Van Lines. Any liability on the part of M&T Bank is strongly contested and, further, there is absolutely no basis whatsoever for any claim against Mr. DeLano, who acted only as an employee of the Bank. Moreover, Mr. DeLano caused no damage to Cordero, to whom he has no liability: Cordero was listed only because suit had been commenced and is shown as disputed on the Debtors' petition.

2. Cordero's Motion ostensibly objects to the exemptions claimed by the Debtors. All exemptions are properly made and, moreover, Cordero specifically indicates that his Motion is "premature".

3. In some twenty-nine (29) pages of single-spaced text, Cordero apparently focuses on his frustrations in wishing to examine the Debtor, Mr. DeLano. Debtors have cooperated and will readily submit to appropriate examination. The parties are currently exchanging available dates.

4. Cordero has suggested that, in some fashion, the Debtors' petition is not in good faith. This is wholly without basis, as is set forth at length in Debtors' petition.

5. The fact that Mr. DeLano is a bank officer has no bearing. People from all walks of life, including doctors, lawyers and judges have financial difficulties and have found themselves required to seek protection from the Bankruptcy Court and relief from their debts. Cordero seems to raise no other basis for any such good faith objection, other than Mr. DeLano's experience in banking.

6. As indicated in the Debtors' petition, the Debtors' financial difficulties stem from over ten (10) years ago, relating to a time when Mr. DeLano lost his job at First National Bank and had to take a subsequent position at less than half of his original salary. As a result, the Debtors were unable to keep pace on various credit card obligations which they had incurred in their children's

educations and other living expenses. The Debtors have maintained the minimum payments on those obligations for more than ten (10) years. Less than \$4,000.00 of Debtors' total obligations relate to any current period.

7. The Debtors ultimately found it necessary to petition the Bankruptcy Court for relief when Mary Ann DeLano's job was eliminated at Xerox Corporation and it appeared unlikely that she would find employment sufficient to maintain their obligations, as she is trained only in technical assistance on one of Xerox Corporation's small line of copiers, which line has been eliminated. Mrs. DeLano is fifty-nine (59) years old and, as yet, has been unable to find other employment.

8. Moreover, the Debtors have actually filed their bankruptcy petition sooner than might ordinarily have been advised so that they could pay at least twenty percent (20%) of their debts in a three (3) year Plan, so that a Plan could be completed before Mr. DeLano's anticipated retirement which he has planned to delay beyond age sixty-five (65) for the sole purpose of completing his Plan.

9. Cordero's objection repeatedly states that he has no basis to believe there is any fraud or actual bad faith on the part of the Debtors, but simply surmises that because Mr. DeLano is a banker, that there may be some bad faith.

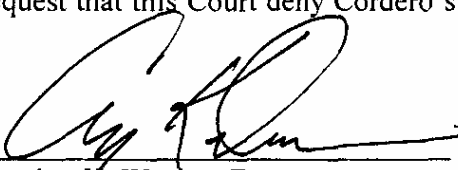
10. The vague requests of Cordero in his "objection" all seem to relate to issues ordinarily reviewed and considered by a Trustee in Bankruptcy, as representative of all creditors. There is no basis to suggest that George Reiber, James Weidman, Kathleen Schmitt or all other members of the U.S. Trustee's Office are not capable of pursuing an appropriate examination of the Debtors and there is no basis for Cordero to supplant them in this role.

11. Though not styled as a documentary demand per se and, though there is no procedural basis for Cordero's demand, his request for all of Debtors' credit card information dating back more than ten (10) years is overbroad and unjustified. Moreover, it's impossible to comply with. Such records are not maintained by the Debtors and Debtors doubt that they are available from the credit card companies.

12. Should Cordero wish to obtain such records, he is free to Subpoena them from the Bank should a proper proceeding be pending against the Debtors, after it is established that he is someone of proper standing with some substantial basis for process against the Debtors – none of which criteria are satisfied by Cordero.

WHEREFORE, the Debtors respectfully request that this Court deny Cordero's application in all respects.

Dated: April 16, 2004



Christopher X. Werner, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
Attorneys for Debtors
2400 Chase Square
Rochester, New York 14604
Telephone: (585) 232-5300

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

April 20, 2004

Christopher Werner, Esq.
2400 Chase Square
Rochester, NY 14604

Dear Mr. Werner,

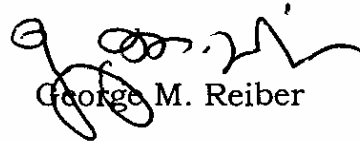
RE: David & Mary Ann DeLano; BK#04-20280

Because of the concerns which have been raised concerning the amount of credit card debt in this matter and Mr. DeLano's position as a loan officer with a bank, I am requesting that you obtain the following additional documents and information for review:

1. With respect to each of the credit cards which have a scheduled indebtedness of greater than \$5000, please provide the name, address, and phone number of a contact person who is able to answer requests for additional documentation. According to my count, this will constitute eight of the credit cards listed which have a total indebtedness of approximately \$75,000. Some of these creditors have already filed claims and therefore the proof of claim should provide you with a contact person.
2. For each of the credit cards indicated above, please provide me with copies of the monthly statements for the three years prior to the filing of the bankruptcy petition.
3. Please provide me with a credit bureau report issued by either Equifax, Transunion, or Experian.
4. Please provide me with copies of the last three years of income tax returns.
5. Please provide me with all documentation pertaining to the loan made to the DeLano's son.

Please advise me as soon as possible the time frame within which your clients will be able to obtain this information.

Very truly yours,



George M. Reiber

Gmr/vr

Xc:

Kathleen Dunivin Schmitt, Esq.
Dr. Richard Cordero

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3138 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7828
FAX 585-427-7804

April 20, 2004

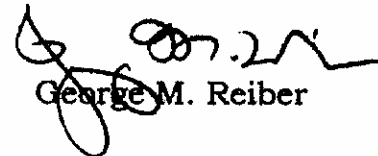
Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

Dear Dr. Cordero,

RE: David & Mary Ann DeLano; BK#04-20280

Enclosed please find a copy of the my letter to you of March 24, 2004, together with Mr. Werner's letter of March 19, 2004, which you apparently did not receive in the mail. I apologize for any confusion this may have caused.

Very truly yours,


George M. Reiber

Gmr/vr
Enclosure

Xc:

Kathleen Dunivin Schmitt, Esq.
100 State St.
Rochester, NY 14614

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3138 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

April 22, 2004


U.S. Bankruptcy Court
100 State Street
Rochester, NY 14614

Dear Judge Ninfo,

RE: David & Mary Ann DeLano; BK#04-20280

Please be advised that the §341 Hearing in the above referenced matter returnable before the Court on April 26, 2004, is being adjourned to a later date. I will set the date at Court on April 26, 2004.

Very truly yours,

/s/ 
George M. Reiber

Gmr/vr

✓ Copy by certified mail to:

Dr. Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

April 23, 2004

George M. Reiber, Esq.
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

faxed to 585-427-7804

Dear Mr. Reiber,

I received your two letters dated April 20.

1. As to the letter in which you state that you are sending me a copy of your letter of March 24 together with a copy of Mr. Werner's letter of March 19, it reflects very poorly on your degree of attention to this matter, in general, and to detail, in particular.
2. Indeed, my fax to you of April 15 specifically criticized you because in your undated letter that I received on April 15 you referred to those letters as the ones that allegedly Trustee Schmitt told you that I had not received and asked you to send them to me. I explained why it was not possible for Trustee Schmitt to have referred to those letters. More importantly, in the fax I stated that in my Memorandum of March 30 I included a copy of your letter of March 24 as page 22 and a copy of Mr. Werner's letter of March 19 as page 23! If you keep making gross mistakes like this, you will make further irreparable damage to your professional reputation and buttress the evidence that you are not capable of undertaking the investigation of the DeLanos. Address once and for all this issue by sending those letters to me or stating why you refuse to do so
3. But perhaps this was no mistake on your part. It may be something worse: Your attempt to conceal from me the letters that you sent to Mr. Werner and that Trustee Schmitt and I have repeatedly requested from you. As I already stated in my April 15 fax to you, by now I am most suspicious of what you can possibly have written in that letter to Mr. Werner of which you have such a hard time sending me a copy.
4. In your other letter of April 20, you request Mr. Werner to provide you with financial documents concerning the DeLanos' bankruptcy petition. Your request shows that if I had not requested you in my April 15 fax to state what kind of investigation you were conducting into such petition, as you indicated you were in your undated letter that I received on April 15, you might not have asked Mr. Werner to provide anything at all. If I had simply relied on your word, I might have waited until the next meeting of creditors that you want to hold in June only to find out that you had requested nothing. Since it is only on April 20 when you first request Mr. Werner for financial documents, what have you been doing since I invoked B.C. §§1302(b)(1) and 704(7) to request that you obtain such documents in my Objection to Confirmation of March 4!?
5. The request for financial documents from the DeLanos is necessary to establish the timeline and nature of debt accumulation, which will provide a basis to assess the good faith of their bankruptcy petition. Moreover, the DeLanos allege that they amassed their huge debt of over

\$98,000 on 18 credit cards as a result of Mr. DeLano losing his job in 1989 and taking a job at a lower salary. It follows that it is necessary for the DeLanos to furnish their credit card statements since 1989 to substantiate their allegation.

6. Therefore, your request that they provide monthly credit card statements for only 8 cards for just the three years prior to their filing the bankruptcy petition is woefully inadequate. It misses the point. It shows that you have no idea what you want those statements for. It reveals you as unwilling or unable to conduct a competent and efficient investigation of the DeLanos.
7. The DeLanos and their attorney must know that it is for them to prove their allegations, not for others to disprove them. The reason why the DeLanos must prove their allegations and be investigated by a conscientious trustee is that it is intrinsically suspicious for a couple:
 - 1) to incur scores of thousands of dollars in credit card debt,
 - 2) at the average interest rate of 16% or the delinquent interest rate of over 23%,
 - 3) carry it for over 10 years by making only the minimum payment,
 - 4) end up owing \$98,092 to 18 credit card issuers,
 - 5) owe also a mortgage of \$77,084,
 - 6) have near the end of their work life an equity in their house of only \$21,415,
 - 7) declare earnings in 2002 of \$91,655 and in 2003 of \$108,586,
 - 8) claim that after a lifetime of work their tangible personal property is only \$9,945,
 - 9) claim as exempt \$59,000 in a retirement account,
 - 10) claim another \$96,111.07 as a 401-k exemption,
 - 11) make a \$10,000 loan to their son and declare it uncollectible,
 - 12) but offer to repay only 22 cents on the dollar without interest for just 3 years,
 - 13) refuse to provide to a creditor a single credit card statement covering any length of time even though the DeLanos must still receive every month the **monthly** credit card statement from each of the 18 credit card issuers that they listed in Schedule F and as recently as last January they must have consulted such statements to provide their account number with, and address of, each of the 18 issuers,
 - 14) fashion an explanation of debt accumulation that allegedly ‘is impossible to prove because the DeLanos do not maintain credit card statements dating back more than 10 years in their records and doubt that those statements are available from even the credit card companies’, and
 - 15) pretend that Mr. DeLano’s knowledge and experience as a 15 year bank loan officer still employed as such by a major bank, namely, Manufacturers and Traders Trust Bank, is irrelevant in structuring their financial affairs and fashioning an explanation so neatly to their advantage!
8. That explanation of how the DeLanos incurred their debt on 18 credit cards was provided under oath by Mr. DeLano to your attorney, Mr. James Weidman, at the meeting of creditors on March 8. Their attorney, Mr. Werner, has vouched for it in his statement to the court of April 16. This

means that Mr. Werner has supporting evidence for that statement because by making it, he was, under FRBkrP Rule 9011:

(b) Representation to the court

...certifying that to the best of [his] knowledge, information, and belief, formed after an inquiry reasonable under the circumstances-

...(3) the allegations and other factual contentions have evidentiary support...

9. Therefore, I respectfully request that you:

a) ask Mr. Werner to:

- 1) provide the credit card statements, not for only 8 of the credit cards for just three years, but rather for each one of the 18 cards in the DeLanos' Schedule F for all the years during which they are required to keep financial documents;
- 2) contact the credit card companies to request the statements covering any remaining years so that instead of the DeLanos conveniently and lazily claiming that they doubt that even the companies have those statements, they can be certain one way or the other by submitting to you and the creditors the companies' response to the request;
- 3) furnish evidence of Mr. DeLano's regular monthly salary when he lost his job in 1989 and since then to date, as well as of Mrs. DeLano's salary during the same period;
- 4) submit within 10 days the documents that the DeLanos are required to keep and that Mr. Werner consulted when he made 'reasonable inquiry' to ascertain the veracity of the DeLanos' assertions;

b) provide me with copies of any piece of information that you have already obtained from Mr. Werner or the DeLanos and that you will obtain pursuant to your April 20 and any future request;

c) send me a copy of every letter that you and Mr. Werner have exchanged concerning the DeLano case. Given that under B.C. §§1302(b)(1) and 704(7) a creditor can ask the trustee to "furnish such information concerning the estate and the estate's administration as is requested by a party in interest", then a creditor, as a party in interest, can ask the trustee to furnish him the information exchanged between the trustee and the debtor's attorney. I trust that you will interpret the term "concerning" broadly enough to encompass every piece of information that a reasonable person would consider significant in assessing the estate, its administration, and safeguarding his interests as a creditor;

d) recuse yourself from this case because:

- 1) you have shown to be reluctant to investigate the DeLanos, having first failed to ask Mr. Werner for any information at all, and then only unjustifiably insufficient, only after I requested three times –on March 4 and 30, and April 15- that you do so;
- 2) you pretended to be investigating the DeLanos when you were not, so that you have given cause not to be trusted and to require of you proof for each of your assertions;

- 3) you have been unevenhanded in your dealings with the Debtor's attorney and with a creditor to the point of making yourself suspect of concealing information from a creditor;
 - 4) your carelessness in sending me copies of the letters of March 19 and 24 although I wrote to you twice that I have them shows your inability to deal with detail and portends your incapacity to detect any significant detail in the documents requested from the DeLanos just as you were incapable to perceive in their bankruptcy petition that their numbers, as described in paragraph 5 above, are suspicious and give cause for investigation;
 - 5) such reluctance, untrustworthiness, unevenhandedness, and carelessness are incompatible with your role as the representative of the estate for the benefit of the creditors and show that you are not apt to represent the creditors and defend their interests, let alone do so zealously and efficiently;
- e) take notice of my reliance on your undated letter that I received on April 15 where you stated that I do not have to appear on April 26 because there will be neither an adjourned meeting of creditors nor a confirmation of plan. Since I asked you to correct me if I was wrong in my interpretation of your statement and you did not do so, you have by default confirmed my interpretation and I am proceeding accordingly. I oppose the holding of either event until after all the necessary information has been obtained from the DeLanos and Mr. Werner and it has been analyzed. Hence, I request that you do not set any date in June for the adjourned meeting until after the receipt and analysis of such information;
- f) address my request in the Memorandum of March 30 for you and/or your attorney/agent, Mr. Weidman, to compensate me in the amount of \$1,500 for having knowingly caused me to waste my time, effort, and money on March 8, when I traveled to Rochester from New York City to examine the DeLanos at the officially announced meeting of creditors only to be unlawfully cut off by Mr. Weidman after my second question. How many times will I have to repeat this request before you detect it and respond?

Sincerely,

Dr. Richard Cordero

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re: David G. DeLano and Mary Ann DeLano

Chapter 13
Case no: 04-20280

**REPLY TO DEBTORS' STATEMENT
IN OPPOSITION TO Dr. CORDERO'S
OBJECTION TO
A CLAIM OF EXEMPTIONS**

Dr. Richard Cordero states under penalty of perjury the following:

The Debtor's attorney, Christopher Werner, Esq., submitted to the court a Statement, dated April 16, 2004, in Opposition to Dr. Cordero's Objection of March 29, 2004, to a Claim of Exemptions. Dr. Cordero analyzes it paragraph by paragraph using Mr. Werner's paragraph numbers.

I. Analysis of the Debtors' Statement

1. Mr. Werner "oppose[s] any objection by Cordero, to the extent that he is not a proper creditor in this matter".

a) This is what the Bankruptcy Code has to say as to who is a proper "creditor":

B.C. §101. Definitions

(10) "creditor" means (A) entity that has a claim against the debtor that arose at the time of or before the order for relief concerning the debtor;...

In turn, it defines "claim" thus:

(5) "claim" means (A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured;

b) The Code's definition of who is a creditor is more than broad enough to include Dr. Cordero and his pre-petition claim against Mr. DeLano.

c) Moreover, it was Mr. Werner himself who included Dr. Cordero among the creditors listed in Schedule F of the DeLanos' petition. He is now estopped from undermining his own previous qualification of Dr. Cordero's status.

- d) Mr. Werner may have so listed Dr. Cordero counting on the high likelihood that neither Dr. Cordero nor the other creditors would show up at the meeting of creditors and thus, the DeLano's petition would ride smoothly from that formality right into the confirmation hearing, where their repayment plan would be approved without a second look and the DeLanos would be on their merry way to a discharge of 80% of their debt and good riddance to that pesky interest compounding at an average rate of 16% annually, if it was not at the delinquent rate of over 23%.
 - e) In addition, by listing Dr. Cordero as a creditor the DeLanos were aiming at preventing his claim from becoming non-dischargeable as a debt not provided for under the plan pursuant to B.C. §1328(c), and a non-listed or unsecured debt pursuant to B.C. §§1328(c)(2) and 523(a).
 - f) But Dr. Cordero did show up at the meeting of creditors and not only that, but also tried to examine the DeLanos and even filed an objection to the plan, thereby preventing it from being approved, as provided for under B.C. §1325(b)(1). That certainly threw a wrench in the nicely operating machine for rubberstamping debt out. As a result, Mr. Werner had to scramble to the damage control measure of impugning himself by challenging his previous qualification of Dr. Cordero's status as a creditor.
 - g) But neither Mr. Werner nor the DeLanos can have it both ways. Consequently, if Mr. Werner wants to challenge Dr. Cordero's creditor status, let him first do his homework by engaging in legal research and then providing the court and the opposing party legal basis for his law-contradicting allegation and justification for his self-contradicting conduct. How did Mr. Werner come upon the idea that by skipping a legal brief and making a desperate cry for help to the court he could sway the court and have it his way?
2. Mr. Werner affirms that "Cordero specifically indicates that his Motion is "premature"".
- a) Dr. Cordero used the word "premature" thus in his Objection to a Claim of Exemptions:
 - 4. Since Dr. Cordero was not allowed to examine the DeLanos, he could not obtain information from them relating to the issues raised in his Objection of March 4, 2004, to Confirmation of the Chapter 13 Plan of Debt Repayment. As a result, it is not possible at this time, either for Dr. Cordero, the trustee, or the court, to determine whether the petition was even filed in good faith. Without that threshold determination having been made, it is premature to move on to the question whether the DeLanos are entitled to any exemptions at all.
 - b) It should be apparent that what is "premature" is the consideration of the DeLanos' claim of exemptions and all the more so the granting of them. Dr. Cordero's motion is intended to raise his objection to both considering it and granting them before either takes place and to preserve the objection by filing it.
 - c) The substantive reason justifying the objection is set forth in an argument whose logical form is quite easy to follow, i.e. 'if the least is unavailable, nothing more can be had':
 - 7. Without having examined the Debtors or having obtained that information, the good faith of their petition is yet to be determined.

Obviously, if the personal circumstances of the debtors and the fundamental figures provided to claim such an imbalance among assets, income, and debts as to justify discharge in bankruptcy are suspicious, then any claim to further relief through exemptions also raises suspicion. Granting such exemptions should not even be considered for the time being.

d) Dr. Cordero's motion is precautionary, not premature.

3. Mr. Werner writes that "In some twenty-nine (29) pages of single-spaced text, Cordero apparently focuses on his frustration in wishing to examine the Debtor, Mr. DeLano".

a) Let what follows provide to the court an accurate account of the facts and a view by contrast of Mr. Werner's capacity to deal with them only in bulk:

b) Dr. Cordero's Objection to a Claim of Exemptions is contained in only two pages, which include the caption and the Certificate of Service. Just seven short paragraphs.

c) He also filed six pages that included both a Notice of Motion and its brief, as well as the Certificate of Service. The Motion is for A Declaration of The Mode of Computing The Timeliness of An Objection To A Claim of Exemptions and for A Written Statement On and Of Local Practice. This title alone should have been sufficient to explain to Mr. Werner why Dr. Cordero felt the need to raise the Objection to the Claim of Exemption, namely, because of concern about how to determine its timeliness. This comes forth effortlessly from reading the following two paragraphs:

3. Nevertheless, Dr. Cordero files now his objection to the DeLanos' claim to exemptions in order to be on the safe side of timeliness. While indisputably on that side, he seeks a ruling establishing explicitly that the point in time under Rule 4003(b) from which the 30-day period begins to run is the conclusion of the meeting as extended by any adjournment and that the conclusion must be expressly announced by the trustee or the court giving notice thereof.

4. Although the language of Rule 4003(b) is clear and case law has confirmed its clarity beyond doubt, the explicit expression of its construction in a ruling by this court is necessary because the court has recently given additional evidence that it will disregard even clear, unambiguous statutory language in favor of what it calls "local practice".

d) Mr. Werner was even present in the courtroom on March 8 when the court disregarded the law in favor of "local practice" and Dr. Cordero protested. Mr. Werner should have been able to put it together and understand the need for the Objection motion, that is, if he could not get it from the quoted paragraphs above. There is nothing "premature" in the motion itself; instead, there is extra-caution on Dr. Cordero's part to forestall any pretension by the court to hold his objection untimely because not filed within the time observed in "local practice", the explicit law of Congress to the contrary notwithstanding.

- e) Dr. Cordero also filed a 21 page Memorandum, which included a page for the Certificate of Service and two pages for the letterhead, the caption, and a detailed Table of Contents. That TOC allows readers to know exactly what the issues of the memo are in order to avoid any guessing as to what it “apparently focuses” on.
 - f) Moreover, that Memorandum was addressed to five parties, not just to Mr. Werner. Had Dr. Cordero addressed each of them in separate letters, he would still have had to serve each of the parties with copies of the letters to the others. The total number of pages would have been higher because there would have been a need to repeat in each the statement of facts and its analysis. Indeed, the Memorandum is titled “The facts, implications, and requests concerning the DeLano chapter 13 bankruptcy petition, docket no. 04-20280 WDNY”. When dealing with the requests, separate letters would have required multiple cross-references since some requests are addressed to pairs of parties.
 - g) It is unfortunate that Mr. Werner was unable to perceive the break down, let alone find the ‘focus’ or purpose, of those 29 pages –plus exhibits, to be exact- into three separately stapled documents that use a detailed table of contents, headings, numbered paragraphs, and outline presentation of specific requests, to address multiple parties by their names. Whether his failure was due to his reluctance to read, just as he is reluctant to do legal research to support his allegations, or his inclination to fob off on the court and other parties an inaccurate and misleading blob of the facts, Mr. Werner diminishes his professional stature by proceeding in such fashion.
4. But Mr. Werner does it again when he claims that it “is wholly without basis” to suggest that “the Debtors’ petition is not in good faith” and...
5. ... “The fact that Mr. DeLano is a bank officer has no bearing.”
- a) Dr. Cordero’s statements in his Objection to the Claim of Exemptions provide the basis for inquiring into the petition’s good faith, which as he stated in paragraph 23 of the Memorandum “in any petition constitutes a key issue,...:Whether the petition had been submitted in good faith. (cf. 11 U.S.C. §1325(a)(3))”:
5. The good faith of the petition is cast into question by Mr. DeLano’s professional qualifications **and the figures that he and his wife provided in the schedules**: Amazingly enough, Mr. DeLano has been a bank loan officer for 15 years! As such, he must be held an expert in how to retain creditworthiness and ability to repay loans. Yet, he and his wife owe \$98,092 to 18 credit card issuers and a mortgage of \$77,084, but despite all that borrowed money their equity in their house is only \$21,415 and the value of their declared tangible personal property is only \$9,945, although their household income in 2002 was \$91,655 and in 2003 \$108,586. What is more, Mr. DeLano is still a loan officer of Manufacturers & Traders Trust Bank. What did a veteran loan officer still on the job, and as such an expert in good standing with his employer, do with all that income that he now claims to have so little to show for it as to warrant a discharge of his debts in bankruptcy? These **circumstances and figures** require that the petition be strictly scrutinized. [emphasis added]

- b) It is patently disingenuous for Mr. Werner to pretend in his paragraph 5 that “Cordero seems to raise no other basis for any such good faith objection, other than Mr. DeLano’s experience in banking”.
6. Mr. Werner admits that the story of the DeLanos’ bankruptcy began “over ten (10) years ago”.
- a) Let us look at the facts as discrete elements on a storyboard that portrays in a very unflattering light the DeLanos’ financial scheme.
- 1) The DeLanos incurred scores of thousands of dollars in credit card debt,
 - 2) at the average interest rate of 16% or the delinquent interest rate of over 23%,
 - 3) carried it for over 10 years by making only the minimum payment,
 - 4) have ended up owing \$98,092 to 18 credit card issuers,
 - 5) owe also a mortgage of \$77,084,
 - 6) have near the end of their work life an equity in their house of only \$21,415,
 - 7) declared earnings in 2002 of \$91,655 and in 2003 of \$108,586,
 - 8) yet claim that after a lifetime of work their tangible personal property is only \$9,945,
 - 9) claim as exempt \$59,000 in a retirement account,
 - 10) claim another \$96,111.07 as a 401-k exemption,
 - 11) make a \$10,000 loan to their son and declare it uncollectible,
 - 12) but offer to repay only 22 cents on the dollar without interest for just 3 years,
 - 13) refuse to provide to Dr. Cordero a single credit card statement covering any length of time even though the DeLanos must still receive every month the **monthly** credit card statement from each of the 18 credit card issuers that they listed in Schedule F and as recently as last January they must have consulted such statements to provide their account number with, and address of, each of those 18 issuers,
 - 14) fashion an explanation of debt accumulation that allegedly ’11. ...is impossible to prove because the DeLanos do not maintain credit card statements dating back more than 10 years in their records and doubt that those statements are available from even the credit card companies’, and
 - 15) pretend that Mr. DeLano’s knowledge and experience as a 15 year bank officer, or rather more precisely a bank **loan** officer still employed as such by a major bank, namely, Manufacturers and Traders Trust Bank, is irrelevant in structuring this financial scheme and fashioning an explanation so neatly to their advantage!
- b) Did Mr. DeLano put his knowledge and experience as a loan officer to good use in living it up with his family and closing his accounts down with 18 credit card issuers by filing for bankruptcy? That is a self-evident question that has a direct bearing on the petition’s good faith and Mr. DeLano’s “experience in banking”.
- c) Until the DeLanos provide evidentiary support for their story, including the requested credit card statements, let’s assume *arguendo* that when Mr. DeLano took a lower paying job in 1989 their annual household income was \$50,000 and 15 years later it was

\$108,000, and let's assume further that their average annual income was \$75,000. In 15 years they earned \$1,125,000...but they end up with tangible property worth only \$9,945 and a home equity of merely \$21,415!, and this does not begin to take into account what they already owned before 1989, let alone all their credit card borrowing. Where did the money go? Or where is it?

- d) Will Mr. Werner have to admit also that not even these figures hit him? Is he knowingly pretending that an experienced loan bank officer could no have handled his household finances with a modicum of prudence? Did Trustee Reiber and his attorney, Mr. Weidman, really fail to notice that these figures did not make sense at all? What does it take for them to get the hint that a petition is screaming to have its good faith vetted?
7. The circumstances of Mrs. DeLano losing her job remain to be substantiated. But upon that happening, did the DeLanos consider any other measures, such as debt consolidation or belt tightening, before filing for bankruptcy? Does Mr. DeLano tell his loan clients that if they have a reduction in income the first thing they should do is file for bankruptcy and leave his employer M&T Bank holding the bag?
 8. Mr. Werner praises the DeLanos because they will “pay at least twenty percent (20%) of their debts in a three (3) year Plan” after having “maintained the minimum payments on those obligations for more than ten (10) years”. In fact, by paying the minimum they avoided an involuntary bankruptcy petition while Mrs. DeLano was still working and would have had to make a contribution from her salary, which would have put a crimp on the enjoyment to the maximum of their household income of \$91,655 in 2002 and \$108,586 in 2003, plus the 80% of borrowed money. That does sound like a knowledgeable plan of an experienced person.
 9. Mr. Werner claims that “Cordero’s objection repeatedly states that he has no basis to believe there is any fraud”.
 - a) What Dr. Cordero wrote in his Memorandum is this:
 3. ...No sooner had Dr. Cordero asked Mr. DeLano to state his occupation than Mr. Weidman asked Dr. Cordero whether he had any evidence that the DeLanos had committed fraud. Dr. Cordero indicated that he was not raising any accusation of fraud; rather, he was interested in establishing the good faith of a bankruptcy petition...
 4. In rapid succession, Mr. Weidman asked some three times Dr. Cordero to state his evidence of fraud. Dr. Cordero had to insist that Mr. Weidman take notice that he was not alleging fraud.
 - b) It is disheartening that Mr. Werner cannot grasp on his own the difference between asserting that the DeLanos have not committed fraud and Dr. Cordero being a responsible and cautious person that will not raise an accusations until he has investigated the matter and found evidentiary basis for determining whether the petition was filed in good faith or is a vehicle of fraud.
 10. Mr. Werner claims that “There is no basis to suggest that George Reiber, James Weidman, Kathleen Schmitt...are not capable of pursuing an appropriate examination of the Debtors...”.

a) This statement reveals that Mr. Werner either failed to read Dr. Cordero’s Memorandum or makes disingenuous statements to the court. The fact is that Dr. Cordero presented and discussed evidence to challenge the willingness and ability of those officers to conduct any investigation into the DeLanos’ petition. Such presentation and discussion are found under the following headings of the Memorandum, which is incorporated herein by reference:

- B. At the hearing, Mr. Weidman showed that he had made up his mind about the DeLanos’ good faith without regard for the objections of Dr. Cordero, who asked for his recusal.....4
- II. Mr. Weidman has become the target of an investigation and rendered himself liable to Dr. Cordero5
- III. Trustee Reiber’s vested interest in his attorney being found blameless requires his recusal from this case6
- ...
- A. Trustee Schmitt’s quick-job inquiry of Trustee Kenneth Gordon is precedent for what little, if anything, she would now ask Trustee Reiber to investigate and how low her standards of acceptable performance would be.....9
- ...
- B. The stakes are high because the attorney of a Trustee has acted unlawfully, arbitrarily, and suspiciously, yet the U.S. Trustee has allowed them to remain on the case, thus condoning their conduct15
- C. Trustee Reiber’s 3,909 open cases point to why he could find it difficult to investigate the financial affairs of debtors or furnish requested information to a party in interest and beg the question why he has been allowed to take on so many16

b) However, if he believes that Trustee Reiber is “capable of pursuing an appropriate examination”; then let Mr. Werner provide without delay or protest the financial documents which, though insufficient, Trustee Reiber requested from him by letter of April 20.

11. Mr. Werner alleges that “...Cordero’s...request for all of Debtor’s credit card information dating back more than ten (10) years is overbroad and unjustified...the Debtors doubt that they are available from the credit card companies”.

a) However, the DeLanos are required to keep financial documents for a certain number of years and, consequently, can provide the documents that they do have rather than refuse to provide to Dr. Cordero any documents whatsoever.

b) Then they can resort to a simple expedient to dispel any doubt about how far back the credit card issuers’ archives of monthly credit card statements go, that is, if 15-year veteran Loan Officer DeLano does have any such doubt and does not know better from experience: They simply have to request the issuers to provide copies of the statements of their

accounts with them from account opening to the period covered by statements that the DeLanos have. In that way, Mr. Werner can submit either the issuers' archived statements or their letters attesting to their unavailability rather than their own self-serving and lazy statement.

12. Mr. Werner claims that "Should Cordero wish to obtain such records, he is free to Subpoena them from the Bank...."
- a) However, the DeLanos already have many of those statements in their possession and Mr. DeLano is in the ideal position to obtain the rest. During his long career he must have met the right colleagues and accumulate the necessary IOUs that he can now resort to in order to obtain those documents.
- b) Mr. Werner should know that it is for him and his clients to prove the good faith of their petition, which the law does not take for granted just by their filling in some figures in the Schedules. It is their task to show due diligence in support of their petition, of whose approval they expect to receive a huge benefit to the great detriment of the creditors. In all equity, they cannot be allowed to compound that detriment by off loading on the creditors the burden to disprove such good faith at the expense of the time, effort, and money required to serve subpoenas on 18 credit card issuers to obtain any statements at all. Or have Mr. Werner and the DeLanos received assurance that however unreasonably uncooperative they are, their petition will be approved all the same no matter who complains along the way?

II. Relief requested

Dr. Cordero respectfully requests that the court:

- a) find that Mr. Werner's failure to make a single reference to any law or rule or to provide anything bordering on legal analysis that uses legal concepts or logical arguments based on the facts and his use instead of sweeping self-serving conclusory allegations cannot form the basis to advance his clients' legal claims or defenses, much less to impair Dr. Cordero's rights;
- b) dismiss the Statement and in order to consider any of its allegations, require Mr. Werner to write a legal brief that contains legal arguments supported by citations to the law or rules and that thereby affords opposing parties notice of the interests recognized at law that he is invoking and that are at stake;
- c) hold that Mr. Werner's self-serving and unsupported allegations are inconsistent with his obligation under FRBkrP 9011, which provides thus:

(b) Representations to the court. By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,

(1) it is not being presented for any improper purpose, such

as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;...

d) grant the requests addressed to the court contained in the following documents submitted to it by Dr. Cordero and which are supported therein by legal analysis and arguments based on the law cited and discussion of statements of facts:

- 1) Objection of March 29, 2004, to a Claim of Exemptions
- 2) Notice of March 31, 2004, of Motion for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Local Practice
- 3) Objection of March 4, 2004, to Confirmation of the Chapter 13 Plan of Debt Repayment
- 4) Memorandum of March 30, 2004, on the facts, implications, and requests concerning the DeLano Chapter 13 bankruptcy petition, docket no. 04-20280 WDNY.

April 25, 2004

Dr. Richard Cordero

Dr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208
tel. (718) 827-9521

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-15 15
tel. (718) 827-9521; CorderoRic@yahoo.com

April 26, 2004

faxed to Martini, Dunivin, Reiber, Werner on Apr 28, though included in let to Reiber of Apr 23

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004

Re: The Chapter 13 bankruptcy petition of David G. DeLano and Mary Ann DeLano, docket no. 04-20280, in the U.S. Bankruptcy Court for the Western District of New York

Dear Ms. Martini,

I spoke with Trustee Schmitt on April 22 and she indicated that you had stated to her that you were going to respond for her and your Office to my Memorandum to you, her, and others of March 30. Actually, she stated that she believed that you had sent your response to me on Monday, April 19. If you did, I have not received it. If you have not sent it, I would appreciate your letting me have your response as soon as possible.

Just as last week I copied you to my fax to Chapter 13 Trustee George Reiber, I am attaching hereto a copy of my faxed letter to him of April 23. In it I comment on the new evidence indicating that he is neither willing nor able to conduct the investigation of the DeLanos' bankruptcy petition. Once more I have enumerated the reasons why their petition should be investigated.

Hence, I reiterate my request to you that you replace Trustee Reiber with a trustee who is:

- a) unrelated professionally, financially, socially, and in any other compromising way to the DeLanos, their son, their attorneys, Trustee Reiber, and Mr. Weidman;
- b) unfamiliar with the case;
- c) capable of conducting an independent and thorough investigation of the DeLanos' financial affairs, of the DeLanos' relation with Mr. Weidman and Trustee Reiber; and of Mr. Weidman's motives and objectives in conducting the March 8 meeting as he did, and
- d) in light of the evidence, of Trustee Reiber's reluctance and inability to investigate the DeLanos.

If you keep Trustee Reiber on this case, I respectfully request that you explain why. Rest assured that if in light of the evidence that he is not apt to represent zealously and efficiently the estate for the interest of the creditors you neither replace him nor give any reason therefor, your assertion to me that you are the Region 2 Trustee and you do not have to give any explanation for what you do will not insulate you from responsibility whether in court or before other investigative authorities.

Sincerely,

Dr. Richard Cordero

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3138 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14823

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

April 27, 2004

Dr. Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

SENT BY CERTIFIED MAIL

Dear Dr. Cordero,

RE: David & Mary Ann DeLano; BK#04-20280

This is in response to your fax dated April 23, 2004, which was not sent to my office until Saturday, April 24th.

To the best of my knowledge I have sent you or made sure you have all copies of all written communications between Mr. Werner and myself. I have adjourned the §341 Hearing for calendar purposes to June 21, 2004, at 1:00 p.m. Prior to that time I hope to conduct an independent hearing. However, I believe that it is preferable to have in my possession the documents which I have requested of the debtors so that meaningful questions can be asked at said hearing. Therefore my previous letters to you and the other parties regarding establishing available times in early May for the hearing is at this time withdrawn until I have in my possession the documents which I have requested. Based upon those documents and that hearing, I will then determine whether additional documentation or investigation is necessary. However, I cannot comment on that at this time until I have the documents which I have requested in my possession and I have conducted said hearing.

Finally, in response to your repeated requests, I have no intention of compensating you for your alleged costs.

Very truly yours,


George M. Reiber

Gmr/vr
Xc:

Kathleen Dunivin Schmitt, Esq.



U. S. Department of Justice

Office of the United States Trustee

Districts of New York, Connecticut and Vermont

33 Whitehall Street

(212) 510-0500

21st Floor

New York, New York 10004

April 14, 2004

Dr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208-1515

Re: David and Mary Ann DeLano
Chapter 13, No. 04-20280

Dear Dr. Cordero:

I am in receipt of your memorandum of March 30, 2004 received on April 7, 2004, regarding the above referenced case. This letter serves as both a response from my Assistant, Kathleen Schmitt, as well as myself.

As you are aware from previous letters and conversations, the Office of the United States Trustee is a component of the Department of Justice charged with overseeing bankruptcy cases and trustees. I understand that you are dissatisfied with the way the initial meeting of creditors in the DeLano case was conducted by the chapter 13 trustee's staff attorney, George Weidman.

From the docket and from conversations with Ms. Schmitt, who personally listened to the tape of that meeting, I am aware that you appeared at the meeting of creditors and wished to ask several question of the DeLanos. I further understand that after a few minutes into your questioning, the attorney for the chapter 13 trustee adjourned the meeting to April 26, 2004, stating that he had no additional time for questioning in this case. He also cautioned you that if you wanted to ask certain types of questions, you needed to do it through a 2004 examination. The confirmation hearing scheduled for the same day was continued as a result of your objection having been filed that morning. After speaking with Ms. Schmitt, I understand that Mr. Reiber agreed to conduct the adjourned meeting to a mutually agreeable date in the future, allowing you an hour to question the debtors. I understand that dates currently are being circulated for that meeting.

First, as I discussed with you on the phone, I have asked the chapter 13 trustee to personally conduct any subsequent meetings of creditors and hearings before the court. At this juncture, I see no reason to recuse the chapter 13 trustee from this case.

Second, neither Mr. Weidman nor Mr. Reiber are federal employees. They do, however, enjoy limited judicial immunity. At this juncture, I do not believe it is appropriate to comment on your requests that they compensate you monetarily.

Third, although I appreciate your concerns that an investigation into the trustees located in Rochester should take place, I am confident that each is adequately carrying out their fiduciary duties. All trustees are subjected to internal and external audits and reviews. No irregularities have appeared on any of these reviews of trustees currently on the panel in Rochester.

I also would note that I believe you misunderstood Ms. Schmitt's comments regarding a chapter 13 trustee's duties to investigate a debtor's financial affairs. She states that the subject came up when you asked why the trustee would not routinely require a debtor to produce 10 or more years of credit cards statements in order to assess their good faith. I understand that Ms. Schmitt commented to you that it was rare for a chapter 13 trustee to review credit card statements involving historical debt, especially in a case such as the DeLanos where they choose to be in chapter 13 even though they were not behind on mortgage payments, car payments and were not seeking to strip down any secured debt. By these statements, she did not mean that chapter 13 trustees do not investigate a debtor's financial affairs. Indeed, a chapter 13 trustee is required to carefully scrutinize the schedules, particularly schedules I and J.

With regard to your request that these matters be referred to the United States Attorney, I can not comment except to say that I have a mandatory duty to refer all situations to the United States Attorney where I believe a crime may have been committed.

Finally, with regard to your request for information on addresses and phone numbers for the major credit card companies. Attached is a list that we maintain in New York. Because it is subject to change, I cannot guarantee that all numbers and personnel listed are accurate.

I trust that this information may be of service.

Sincerely,



Deirdre A. Martini
United States Trustee for Region 2

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-15 15
tel. (718) 827-9521; CorderoRic@yahoo.com

May 10, 2004

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004

faxed to (212) 668-2255

Re: DeLano case, dkt no. 04-20280, WBNY

Dear Ms. Martini,

Last Thursday, May 6, I received a certified letter with acknowledgment of receipt from your office. It contained a letter from you dated April 14, 2004. This gives the impression that you timely responded to my Memorandum of March 30 and that there was no need for the letter that I faxed to you on Monday, April 26, bearing that date and in which I requested a reply to the Memorandum.

I have taken exception to Trustee George Reiber sending me a letter without a date and to his repeated failure, despite Trustee Kathleen Schmitt's and my requests, to send me a copy of his letter or letters to Christopher Werner, Esq., attorney for the DeLanos, in which he must have asked Mr. Werner, among other things, for dates for the adjourned §341 meeting. Mr. Werner's letter of March 19 point to the existence of such letter(s). I have also expressed my concern over Trustee Schmitt's letter of March 11, which was written in a plain piece of paper without letterhead or official address; a copy of it is attached hereto.

Moreover, the letter of yours received on May 6, states in the last but one paragraph this:

Finally, with regard to your request for information on addresses and phone numbers for the major credit card companies. Attached is a list that we maintain in New York. Because it is subject to change, I cannot guarantee that all numbers and personnel listed are accurate.

But there was no list whatsoever! Nothing other than the two unstapled, unclipped, unattached sheets of your letter. What is going on here?! Nor did you address in your letter my request under B.C. §§1302(b)(1) and 704(7) for Trustee Reiber to furnish me with financial information about the DeLanos, whose credit card and other statements must certainly have 'numbers and personnel that are accurate'.

I immediately called you at 212-510-0500, to bring this to your attention and request a list. But the receptionist said that you were on another line and when I asked to speak with your Assistant, Ms. Desire Crawford, the receptionist said she was at lunch. It was 2:21p.m. I asked the receptionist to give me her name, but she said that she did not give it out. I told her that she is a public servant and must identify herself. She refused. I recorded a message on your answering machine, but you did not call me.

Take all these details and add them to what already occurred on March 8 in Rochester and the subsequent events described in detail in the Memorandum, and 'the totality of circumstances' is very disturbing: Conduct that avoids responsibility and an effort at plausible deniability.

Therefore, I respectfully request, in particular, that you send me the missing list and have Trustee Reiber send me the requested information and, in general, comment on my concerns expressed here.

Sincerely,

Dr. Richard Cordero

Western District of New York
United States Bankruptcy Court

0420280-018 -3-021 DR R CHRISTOPHER K WERNER, ESQ BOYLAN, BROWN, ET AL 2400 CHASE SQUARE ROCHESTER, NY 14804-0000	<h2 style="margin: 0;">PROOF OF CLAIM</h2>
	Case Number: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">04-20280</div>

Name of Debtor: **DAVID G DELANO**
MARY ANN DELANO

THIS SPACE FOR
COURT USE ONLY

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check Box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
 Name and Address Where Notices Should be Sent:

0420280-018 -3-021 DR R

DR RICHARD CORDERO
 59 CRESCENT STREET
 BROOKLYN, NY 11208-1515

Telephone Number: **(718) 827-9521**

I. BASIS FOR CLAIM

<input type="checkbox"/> Goods sold	<input type="checkbox"/> Personal injury / wrongful death
<input type="checkbox"/> Services performed	<input type="checkbox"/> Taxes
<input type="checkbox"/> Money loaned	<input checked="" type="checkbox"/> Other <i>lawsuit 02-2230</i>
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)	
<input type="checkbox"/> Wages, salaries, and compensations (Fill out below)	

Your SS #: _____
 Unpaid compensations for services performed from _____ to _____
 (date) (date)

2. Date Debt was incurred:

circa May 2002

3. If court judgement, date obtained:

Account or other number by which creditor identifies debtor

Check here if this claim replaces amends } a previously filed claim, dated: _____

4. Total Amount of Claim at Time Case Filed: **\$ 14,000 incremented by the capitalized fees paid since 1993, plus punitive and other damages**

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).
 Brief Description of Collateral:
 Real Estate Motor Vehicle Other _____

Value of Collateral: \$ _____

Amount of average and other charges at time case filed included in secured claim, if any: _____

6. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim.
 Amount entitled to priority \$ _____
 Specify the priority of the claim.

Wages, salaries, or commissions (up to \$4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).

Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).

Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-address envelope and copy of this proof of claim.

THIS SPACE FOR
COURT USE ONLY

RECEIVED

MAY 19 2004

BANKRUPTCY COURT
ROCHESTER, NY

Date: **May 15, 04**

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Dr. Richard Cordero

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 11 U.S.C. §§ 152 & 357.

020304.0027.83.00111358.023 0420280.018 .3.021

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

--- DEFINITIONS ---

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgement is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not secured it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim Form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgement:

If you have a court judgement for this debt, state the date the court entered the judgement.

4. Total Amount of Claim at Time Case Filed:

Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type of value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Summary of document supporting Dr. Richard Cordero's proof of claim
against the DeLanos in case 04-20280 in this court

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In Re:
PREMIER VAN LINES, INC.,

Chapter 7
Case No: 01-20692

Debtor

JAMES PFUNTER,
Plaintiff,

-vs-

KENNETH W. GORDON, as Trustee in Bankruptcy
for Premier Van Lines, Inc., RICHARD CORDERO,
ROCHESTER AMERICANS HOCKEY CLUB, INC.,
and M&T BANK

Defendants and cross-defendants

**CORDERO'S
THIRD PARTY COMPLAINTS
AND
CROSSCLAIMS**

Adversary Proceeding
Case No: 02-2230

RICHARD CORDERO
Third-party plaintiff

-vs-

DAVID PALMER, DAVID DWORKIN, DAVID DELANO,
and JEFFERSON HENRIETTA ASSOCIATES

Third party defendants

Dr. Richard Cordero, co-defendant third- and party plaintiff, joins to the above captioned case the following parties as third party-defendants: Mr. David Palmer, Mr. David Dworkin, Jefferson-Henrietta Associates, and Mr. David Delano and brings against them the third-party complaints set forth below. Dr. Cordero also serves co-defendants Kenneth Gordon, Esq. and M&T Bank as cross-defendants and brings against them the following crossclaims:

1. Mr. David Palmer, who owned the Debtor, Premier Van Lines, (hereinafter referred to as Premier) doing business from the warehouse at 900 Jefferson Road, Rochester, NY, 14623, and who represented to Dr. Cordero that his property was stored there, is joined as a third-party defendant.

STATEMENT OF RELIEF

91. All averments made above are hereby adopted by reference.

92. Dr. Cordero respectfully requests that the Court

A. All cross-defendants and third-party defendants

93. Hold the parties joined herein, namely, Mr. Palmer, Mr. Dworkin, Jefferson Henrietta Associates, M&T Bank, Mr. Delano, and Trustee Gordon, jointly and severally liable to Dr. Cordero for their failure to establish the whereabouts of, and produce, Dr. Cordero's property;

94. Order those parties to establish the whereabouts of, and produce, Dr. Cordero's property;

95. Order those parties jointly and severally to pay compensation to Dr. Cordero for the deterioration, loss, or theft of his property, whose value is estimated at \$14,000 incremented by the capitalized moving, storage, insurance and related fees and taxes that Dr. Cordero has paid since his property went into storage in August 1993;

96. Order the parties jointly and severally to move at their expense and risk Dr. Cordero's property wherever they may find it to an agreed storage place, just as the property of the other Premier customers was moved free of charge to them to another storage place;

97. Hold each of those parties liable for punitive damages to Dr. Cordero for having engaged in fraudulent, reckless, or negligent conduct that for the best part of a year has caused him an enormous waste of time, effort, and money as well as an enormous amount of aggravation in his yet unsuccessful search for his property, has deprived him of the enjoyment of his property, and has caused him to be dragged into these most confusing adversary proceedings among multiple parties with a welter of claims;

98. Hold the parties jointly and severally liable for any award or prorata share for which Dr. Cordero may be found liable to Plaintiff Pfuntner;

B. David Palmer, David Dworkin, and Jefferson Henrietta Associates

99. Hold Mr. Palmer, Mr. Dworkin, and Jefferson Henrietta Associates liable for breach of contract and order them to pay compensation to Dr. Cordero;

108. Award Dr. Cordero reasonable attorney's fees, court costs, and the expense concomitant with litigating this case hundreds of miles from his home, together with such other relief as may seem just and proper.

Dr. Richard Cordero

Dated: November 21, 2002
Brooklyn, New York

Dr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208
tel. (718) 827-9521

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

May 16, 2004

George M. Reiber, Esq.
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

faxed to 585-427-7804

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Mr. Reiber,

Thank you for your letter of April 27.

1. You have not sent me "all copies of all written communications between Mr. Werner and [your]self". I have never received from you any copy of the letter(s) in which, among other things, you must have proposed to him dates for the adjourned meeting of creditors and to which he responded by letter of March 19. Once more I respectfully ask that you send me copies of your correspondence with Mr. Werner prior to that date. I also ask that you copy me to your letters in this case. I make this request under B.C. §§1302(b)(1) and 704(7), which list among the duties of the trustee to "furnish such information concerning the estate and the estate's administration as is requested by a party in interest".
2. Under the same provisions, I asked you for financial documents from the DeLanos as early as in my March 4 Objection to Confirmation as well as in my March 30 Memorandum §VIII.80.a)3) and my letter of April 23. Similarly, I asked Mr. Werner for the specific documents listed in §VIII.80.b) of the Memorandum, discussed the need for documents in paragraphs 11 and 13 of my Reply of April 25, and you requested some in your letter to him of April 20. However, I have received none.
3. As I explained in the Memorandum §VI, I need those documents to prepare adequate questions to ask of the DeLanos at the next meeting of creditors. This is quite reasonable because I was prevented by the unlawful conduct of your attorney, James Weidman, Esq., at the March 8 meeting, from examining the DeLanos, while they have since then had months to craft answers in light of the concerns that I raised in my March 4 Objection as well as in my subsequent papers. As a matter of fact, you yourself share this viewpoint and so indicated in your April 27 letter by stating that:

Prior to [June 21] I hope to conduct an independent hearing. However, I believe that it is preferable to have in my possession the documents which I have requested of the debtors so that meaningful questions can be asked at said hearing.
4. Consequently, there should be no objection on either your part or Mr. Werner's to my reasonable request, based on the same grounds as yours, for documents.
5. As to that "independent hearing", I respectfully ask that you provide the following information:
 - a) What kind of hearing is that and what is its legal basis?
 - b) What is it "independent" of?

- c) Will you hold it even if you have not received the documents that you requested?
 - d) Can creditors attend, whether in person or by phone, or is it a 'secret' hearing?
 - e) If creditors can attend, can they participate?
 - f) Regardless of whether creditors can participate, can they have in advance copies of the requested documents so that they may better follow the hearing and prepare their own or follow-up questions for the meeting of creditors?
 - g) Will it be tape recorded and, if so, will the tape be available to creditors on request?
 - h) What do you intend to accomplish through it and how may it affect the June 21 meeting of creditors?
 - i) Have you set the date for it; if so, which; if not, how long in advance will you set it?
6. I note your refusal to compensate me for the damage inflicted on me on March 8 by your agent, Mr. Weidman, and by you, as his principal and one who at the time validated his acts and has continued to do so since. You offer no justification whatsoever for your refusal despite your "Failure to attend in person or appropriately conduct the 11 U.S.C. 341(a) meeting of creditors", 28 CFR §58.6 Procedures for suspension and removal of panel trustees and standing trustees. I reiterate my request for compensation in the amount of \$1,500 payable within 10 days of the receipt of this letter; otherwise, be advised that I will pursue this matter at the appropriate time and place and to the full extent of the law.
7. Therefore, I respectfully request that you:
- a) provide me with a copy of your letter(s) to Mr. Werner prior to his to you of March 19;
 - b) provide me with a copy of the documents that you requested as well as those that I requested of Mr. Werner and the DeLanos, as stated in para. 2, above, including the following:
 - 1) the credit card statements for each one of the 18 cards in the DeLanos' Schedule F for all the years during which they are required to keep financial documents;
 - 2) through a request to the credit card companies, the monthly statements covering any period for which the DeLanos do not have statements so that instead of the DeLanos conveniently and lazily claiming that they doubt that even the companies have those statements, they can submit to you and the creditors the companies' response to their request;
 - 3) evidence of Mr. DeLano's regular monthly salary when he lost his job in 1989 and since then to date, as well as of Mrs. DeLano's salary during the same period;
 - 4) the documents concerning the DeLanos' loan to their son and his alleged inability to repay it.
8. Please find herewith my proof of claim against the DeLanos.

Sincerely,

Dr. Richard Cordero

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3138 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEEDMAN

585-427-7225
FAX 585-427-7804

May 18, 2004

~~Richard Cordero~~
59 Crescent St.
Brooklyn, NY 11208

SENT BY CERTIFIED MAIL

Dear Dr. Cordero

RE: David & Mary Ann Delano; BK#04-20280

This is in response to your fax dated May 16, 2004, which was sent to my office on Monday, May 17, 2004.

In response, first I will bring you up to date on where I believe the case is. The §341 hearing and confirmation hearing have been adjourned to June 21, 2004, at 1:00 and 3:30 p.m. respectively. If I have not finished my investigation as of that time, I intend to adjourn it further. The debtors have made due demand upon the credit card companies which I indicated for copies of the monthly statements for the last three years. By separate letter to Mr. Werner, I am inquiring as to the status of their document requests. A copy of that status letter request is enclosed herewith. I also enclose a copy of my March 12, 2004, letter to Mr. Werner and yourself, which you state you did not receive.

Regarding the attached proof of claim, I assume you have also filed this with the Bankruptcy Court. At this particular moment, I do not intend to object to it because I assume that the litigation surrounding this claim is ongoing and I trust that the conclusion of that litigation will determine what, if any, claim that you have.

Responding to some of the details of your fax, as soon as I receive the financial documents from the Delanos, I will send you a copy of the same if Mr. Werner has not done that himself.

Regarding the "independent hearing", that is actually part of the §341 hearing. It is independent in the sense that I am conducting it on its own and not as part of the regular court calendar. This will ensure that I can do an adequate examination of the debtors without the press of other cases waiting for the conclusion of this hearing. I will not hold the independent hearing until I receive the documents that I have requested. Since it is in fact a §341 hearing, creditors can attend whether in person or by phone. I believe Ms. Schmitt's prior letter to you indicates that you can participate in the hearing and the limits of your participation. I would certainly, as I have said before, want you to have copies of the documents in advance, so that you are adequately prepared with succinct questions regarding those documents. Any such hearing will be tape recorded. As with other §341 hearing tapes, they will be available to creditors on request. If the investigation cannot be completed prior to June 21st, I will adjourn that meeting of creditors to a later date.

Very truly yours,

/s/ 
George M. Reiber
Chapter 13 Trustee

Gmr/vr
Enclosures
Xc:

United States Bankruptcy Court
100 State Street
Rochester, NY 14614

Kathleen Dunivin Schmitt, Esq.
U.S. Trustee's Office
~~100 State Street~~
Rochester, NY 14614

Christopher Werner, Esq.
2400 Chase Square
Rochester, NY 14604

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3138 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEICMAN

718-427-7225
FAX 718-427-7804

March 12, 2004

Christopher K. Werner, Esq.
2400 Chase Square
Rochester, NY 14604

Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

To Whom It May Concern:

RE: David & Mary Ann Delano; BK#04-20280


I have decided to conduct an adjourned §341 hearing at my office. At the regularly scheduled §341 hearing, Mr. Cordero indicated a desire to ask more questions than the constraints of time would permit. I have reviewed his written objections which were filed with the Court on or about March 8, 2004. I believe there are some points within those objections which it is proper for him to question the debtors about.

To that end, I would request that each of you provide me with dates when you will be available for the hearing. Mr. Werner and the Delanos will be expected to physically appear at my office at that time, where they will remain under oath and the proceedings will be tape recorded. Mr. Cordero will have the option of either appearing physically or appearing by telephone. Mr. Cordero should indicate to me at least seven days before the hearing whether he will appear by telephone, so that I can make whatever arrangements may be necessary with the phone company.

It would also be helpful if Mr. Cordero could transmit to Mr. Werner a list of any documents which he may desire prior to the hearing.

Furthermore, I will be taking over this case personally and I will be personally conducting the §341 hearing.

Very truly yours,

/s/ 
George M. Reiber
Chapter 13 Trustee

Gmr/vr
Xc:

United States Bankruptcy Court
100 State Street
Rochester, NY 14614

Kathleen Dunivin Schmitt, Esq.
U.S. Trustee's Office
100 State Street
Rochester, NY 14614

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3135 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEICMAN

585-427-7225
FAX 585-427-7804

May 18, 2004

Christopher Werner, Esq.
2400 Chase Square
Rochester, NY 14604

Dear Chris,

RE: David & Mary Ann Delano; BK#04-20280

Please advise me as to the progress that you and your clients have made on obtaining the documents which I requested in my prior letter to you dated April 20, 2004.

Thank you for your anticipated cooperation and consideration.

Very truly yours,

/s/ 
George M. Reiber

Gmr/vr

Xc:

Kathleen Dunivin Schmitt, Esq.
U.S. Bankruptcy Court
Dr. Richard Cordero

5/19/04

Per your
Request!

NEWS RELEASE

Contact: Norm Magnuson
Vice President of Public Affairs

202/408-7406
For Immediate Release

April 16, 2003

U.S. Credit Reporting Companies Launch New Identity Fraud Initiative

In a move to provide consumers with another tool in the fight against identity fraud, the nation's credit reporting companies -- Equifax, Experian and TransUnion -- have simplified the way victims notify them about the crime. Identity fraud victims can make one toll-free call to any of the nationwide credit reporting companies and be confident that it will result in all three companies taking the same aggressive steps to help protect their credit information.

"This is the newest in a series of proactive and voluntary initiatives by the credit reporting industry to make it easier for victims to communicate with our members and to help protect them from additional identity fraud," said Stuart Pratt, President and CEO of the Consumer Data Industry Association. "We have been aggressive and we will continue to be aggressive in working with our members and with law enforcement to find ways to help victims and to encourage vigorous prosecution of ID fraud criminals. With one phone call, victims will have, in essence, contacted all of the national credit reporting companies. This makes it easier for the victim to report the crime, and it reduces the emotional burden, as well. Equally important, with a single call, victims can take the proactive step of reducing the chances that they will be further victimized because they can be confident that lenders will be sent a security alert notifying them of the circumstances of the crime."

The process is simple. When an identity fraud victim calls any one of the three national credit reporting companies, the company contacted will share that information with the other two. Each company will follow a standardized three-step process to post a security alert on the credit file, opt the victim out of preapproved offers of credit or insurance and mail the victim a copy of his or her credit file.

Here is what the process will look like in more detail once the victim makes a call:

- The company receiving the initial call will notify the victim of the ID fraud initiative and will electronically notify the other two credit reporting companies of the crime;
- A fraud alert will be put on the victim's credit report at all three nationwide credit reporting companies within 24 hours;
- The victim will be opted out of all preapproved offers of credit and insurance for two years;
- The victim's request for a copy of his or her credit report will be handled in no more than three business days. Each of the three national credit reporting companies will work with the victim to verify the information in their respective reports and to delete any fraudulent data. If the victim files a police report, the process is even quicker. CDIA's national credit reporting company members will voluntarily expedite services for the victim by immediately deleting fraudulent data without the usual reinvestigation procedure; and,
- The fraud alert will be displayed by each national credit reporting agency to all lenders or other users that access the reports in the future. Once notified that the consumer has been a victim of ID fraud, the lender can then avoid opening a fraudulent account.

CDIA members formed the first industry task force to address the issue in 1997. Since then, several programs have been adopted by the industry to specifically target the crime of ID fraud. Some of the more significant initiatives are:

- Adopting a six-point program that includes a standardized three-step program for responding to victims, ensuring victims' files remain corrected after a reinvestigation by providing additional free disclosures of files during the next 90 days, assisting consumers in contacting their creditors regarding the crime and implementing procedures that help creditors better identify fraud alerts on credit reports;
- Without additional reinvestigation procedures, deleting fraudulent items from appearing on the credit report when the consumer submits a police report notifying the credit reporting agency of crime; and,
- Supporting educational efforts of groups like Call For Action and others as they provide consumer's and victims with materials on identity fraud prevention.

"We will continue to work with victims to ease their burdens, to partner with lenders to prevent additional identity fraud from occurring, and to support law enforcement's need for additional resources to properly investigate the crime and prosecute criminals," Pratt said. He noted that efforts appear to be working. One reflection of that is that the Federal Trade Commission's recent reports from their ID Theft Clearinghouse (1.877.ID.THEFT or 1.877.438.4338) indicate that more victims than ever are identifying the crime in a short period of time, which reduces the extent of

the harm. He added that the national credit reporting companies report that more calls are now fielded from consumers wanting information on how to protect themselves from ID fraud than from those who are victims of the crime.

The credit reporting companies' fraud assistance departments can be contacted at the following numbers. A single call to just one of these numbers is all that a victim needs to make:

Equifax	1.800.525.6285
Experian	1.888.397.3742
TransUnion	1.800.680.7289

Founded in 1906, the Consumer Data Industry Association is the international trade association that represents more than 400 consumer data companies. CDIA members include the nation's leading institutions in credit reporting, mortgage reporting, check verification, fraud prevention, risk management, employment reporting, tenant screening and collection services.

#####

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-15 15
tel. (718) 827-9521; CorderoRic@yahoo.com

May 23, 2004

Ms. Deirdre A. Martini
U.S. Trustee for Region 2
Office of the United States Trustee
55 Whitehall Street, 21st Floor
New York, NY 10004

faxed to (212) 668-2255

Re: DeLano case, dkt no. 04-20280, WBNY

Dear Ms. Martini,

In the letter that I received from you on May 6, which was antedated as of April 14, you wrote:

Finally, with regard to your request for information on addresses and phone numbers for the major credit card companies. Attached is a list that we maintain in New York. Because it is subject to change, I cannot guarantee that all numbers and personnel listed are accurate.

In my May 6 recorded message and May 10 fax, I let you know that in the envelope of that letter no list whatsoever was enclosed. By May 19, I had neither heard from you nor received any list. So I called you, but could only record another message to request that list once more.

The following day, May 20, I received an April 16, **2003**, news release titled **U.S. Credit Reporting Companies Launch New Identity Fraud Initiative**. That is an article, not a list; it has not a single address of a credit card company; and has nothing to do with bankruptcy, but rather deals with identity fraud, which does not concern the DeLano case in any way. That article bore an unsigned stick-it, dated 5/19/04, with the handwritten phrase "Per your request!". What game are you playing here?!

At the March 8 meeting of creditors, Trustee George Reiber's attorney, James Weidman, Esq., repeatedly asked *me* how much I knew about the DeLanos having committed fraud and when I did not reveal anything, prevented me from examining the DeLanos. Next day, I asked Assistant Trustee Kathleen Schmitt to remove Trustee Reiber and appoint a trustee unrelated to the parties and unfamiliar with the case; she said she could appoint one from Buffalo. But after consulting with you, she wrote that Trustee Reiber would remain on the case. When I spoke with you on March 17, you were adamant that you had made your decision and that he would remain, that it was up to me to consult a lawyer and pursue other remedies, that you wanted me to stop calling your office, and when I noted that I had called you only once and recorded a single message for your Assistant, Ms. Crawford, and that you sounded antagonist toward me, you said that you just wanted "closure". How odd, for the case had just gotten started!

Then you ignored my March 30 Memorandum for weeks and prevented Trustee Schmitt from answering it. After my April 26 fax, you pretended to send me a non-enclosed list and now sent me a non-list. You know I will contact credit card companies to 'pursue other remedies' since neither Trustee Reiber nor the DeLanos' attorney, Christopher Werner, Esq., have sent me any financial documents. How did they ever get a case as questionable as the DeLanos' ready for confirmation by the court on March 8 if they did not have those documents to assess the petition? Why did you keep Trustee Reiber on the case and are refusing me even general information? Your conduct and theirs are suspicious and objectionable.

Therefore, I once more ask that 1) you send me the most current list of credit card companies' addresses, phone numbers, and names of contact persons; 2) prevail upon Trustee Reiber and Att. Werner to send me those documents; 3) refer this case to the FBI, and 4) and relinquish all control over it.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

May 23, 2004

Christopher K. Werner, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
2400 Chase Square
Rochester, NY 14604

fax (585) 232-3528

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Mr. Werner,

I have finally received a copy of the letter that Trustee George Reiber sent you but not me on March 12, 2004. Therein he states the following:

It would also be helpful if Mr. Cordero could transmit to Mr. Werner a list of any documents which he may desire prior to the hearing.

As you know, Trustee Reiber intends to hold an "independent hearing" before the adjourned hearing scheduled for June 21. He requested documents from you on April 20 and, from his May 18 letter to you it follows that you have not provided them. For the same reason that he requested those documents from you, that is, to prepare questions for the hearing, and given his quoted statement that I can also ask for documents from you, I respectfully request that you provide me without delay with copies of the following documents that you or the DeLanos have at hand now and do not object to providing, with the rest to follow as soon as obtained:

- 1) the documents that Trustee Reiber requested of you in his abovementioned letter of April 20;
- 2) the monthly statements for each of the 18 cards listed in the DeLanos' Schedule F **and any other credit or debit card not listed therein, whether issued by a financial institution or a goods or services seller:**
 - a) for all the years during which the DeLanos are legally required to keep financial documents; and
 - b) for all the earlier years since the cards were issued to them;
- 3) the letters to the card-issuing companies requesting copies of the monthly statements that the DeLanos do not have;
- 4) evidence of Mr. DeLano's regular monthly salary when he lost his job in 1989 and since then to date, as well as of Mrs. DeLano's salary during the same period;
- 5) the documents concerning the DeLanos' loan to their son and his alleged inability to repay it; and
- 6) credit bureau reports for each of the years since 1989.

I ask that you let me know whether you object to providing the Trustee or me any documents or, if only some, which. Please note that the DeLanos have a duty under B.C. §521(3) and (4) to cooperate with the trustee and provide him with information. If they refuse to provide any financial documents, then pursuant to B.C. §§1307(c) they risk a request of a party in interest or the U.S. trustee for conversion of their case to a case under Chapter 7.

Sincerely,

Dr. Richard Cordero

rcrb May 25, 04



Office of the United States Trustee
Western District of New York
100 State Street - Room 6090
Rochester, NY 14614
(585) 263-5706
(585) 263-5862 FAX

To: Dr. Richard Cordero

From: Kathleen Dunivin Schmitt, Esq.
Assistant United States Trustee

Date: 5/24/04

TO SPEED THINGS ALONG.....

I am sending you the enclosed without a formal letter.

Credit card contact
information

Dr. Richard Cordero

Ph.D., University of Cambridge, England
M.B.A., University of Michigan Business School
D.E.A., La Sorbonne, Paris

59 Crescent Street
Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com

June 8, 2004

George M. Reiber, Esq.
Chapter 13 Trustee
South Winton Court
3136 S. Winton Road, Suite 206
Rochester, NY 14623

faxed to 585-427-7804

Re: David and Mary Ann DeLano, Bkr. dkt. no. 04-20280

Dear Mr. Reiber,

I just spoke with Trustee Schmitt to bring to her attention the following:

1. I have received no documents whatsoever either from you or from Christopher Werner, Esq., the DeLanos' attorney, despite my latest request of May 23.
2. While the DeLanos' Schedule F lists 18 creditors, the matrix contains 45 names, including 38 financial institutions and me.
3. You scheduled a meeting for June 21, but indicated that you will cancel it if before that time you have not received and examined the requested documents. Hence, the uncertainty as to whether the meeting will be held and under what circumstances has serious adverse consequences on me.

Trustee Schmitt suggested that I contact you to ask very precise and easily understandable questions. Here they are:

- a. What have you been doing to obtain the requested documents from Mr. Werner?
- b. By when will you subpoena those documents?
- c. How much do the DeLanos owe the institutions on the matrix but not on Schedule F?
- d. By when will you decide to adjourn the June 21 meeting?

I trust that you will reply to these indisputably direct questions as soon as possible. I respectfully suggest that you discuss this case with Trustee Schmitt.

Indeed, I brought to her attention once more that you are a party with an interest in not revealing the reasons why the DeLanos submitted such a questionable petition and you, without ever having asked for supporting documents, readied it for confirmation by the court. Thus, I told Trustee Schmitt that you should be disqualified from conducting the investigation of the DeLanos' petition. The fact that you have not obtained a single document from the DeLanos despite my first written request for them of March 4, where I stated the legal authority under which I request them, shows that you are not pursuing the investigation effectively and zealously. Since a man cannot investigate himself, I reiterate my request that you recuse yourself from this case entirely. If you insist on remaining in control of the investigation, you lay yourself open to a charge of obstruction of justice.

Sincerely,

Dr. Richard Cordero

GEORGE M. REIBER
CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

June 15, 2004

Richard Cordero
59 Crescent St.
Brooklyn, NY 11208

SENT BY CERTIFIED MAIL

Dear Dr. Cordero,

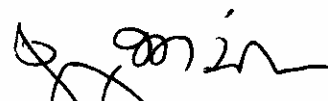
RE: David & Mary Ann DeLano; BK#04-20280

This is in response to your fax sent to me June 8, 2004. Regarding your questions, here are my responses:

- A. As you know, I have sent a demand letter for the documents requested as well as a follow up letter. I have not received any reply.
- B. I do not intend to subpoena the documents. Chapter 13 is a voluntary part of the Bankruptcy Code. If debtors do not cooperate with the Trustee, then I bring a motion to dismiss the case for unreasonable delay for failure to cooperate with the Trustee. I will be bringing this motion shortly, and I will make sure that you receive a copy of it.
- C. The institutions on the matrix are not all creditors. Some of them are listed for notice purposes only. I rely on Schedule F to determine the amount owed to unsecured creditors until the bar date passes.
- D. I have already decided to adjourn the June 21st hearing because of the debtor's failure to provide me with the documents requested. I intend to adjourn the hearing into the middle of August. The reason for that length of time is that, as I stated, I intend to bring the motion to dismiss much quicker. If the debtors do at some point comply with my demands or with whatever order Judge Ninfo may make concerning the production of these documents, I want to make sure that both

you and I have time to review the documents and conduct an independent hearing prior to the return date of the calendar hearing. Adjourning the calendar date into August should provide us with sufficient time if the documents are produced.

Very truly yours,



George M. Reiber

Gmr/vr

Xc:

Kathleen Dunivin Schmitt, Esq.
Christopher Werner, Esq.
David & Mary Ann Delano
U.S. Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

IN RE:

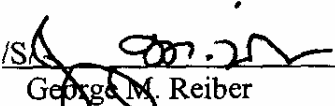
DAVID G. & MARY ANN DELANO,
Debtor(s)

MOTION TO DISMISS
CHAPTER 13 PETITION

BK NO. 04-20280

George M. Reiber, Trustee, in the above named case, moves this Court as follows:

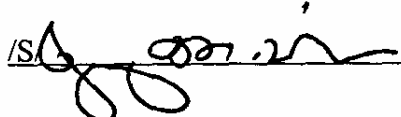
To dismiss the debtor's petition in the above case pursuant to 11 U.S.C. Section 1307 of the Bankruptcy Code for unreasonable delay which is prejudicial to creditors, or convert to a Chapter 7 proceeding. Debtor has failed to turn over the documents requested by the Trustee in the attached letters. The last confirmation hearing was scheduled on April 26, 2004. Upon information and belief, this petition has not been previously converted to or from another Chapter.

/s/ 
George M. Reiber
3136 S. Winton Road
Rochester, New York 14623
(585) 427-7225

NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will bring the above motion on for hearing before the Honorable John C. Ninfo, II, Bankruptcy Judge, 100 State Street, Rochester, New York, on the 19th day of July, 2004 at 3:30 in the afternoon of that day or as soon thereafter as counsel can be heard.

Dated: June 15, 2004
Rochester, New York

/s/ 

To: Debtor
Debtor's Attorney
U.S. Trustee

Certificate of Service by Mail of SNT, /s/ _____ Clerk. Copies of this motion were personally mailed by me on June 15, 2004 to David & Mary Ann Delano, Christopher Werner, Esq., U.S. Trustee

June 14, 2004

George M. Reiber, Esq.
3136 South Winton Road
Rochester, New York 14623

Re: David G. and Mary Ann DeLano, Case No. 04-20280

Dear Mr. Reiber:

In accordance with your request we enclose herewith the following documents that we have gathered to date. We are frustrated at our inability to obtain the credit card statements requested but continue with our efforts:

1. Tax returns for the years 2001-2003;
2. Equifax Credit Reports for David and Mary Ann Delano.
3. Copies of our written inquiries of April 29, 2004 to creditors requesting monthly statements for the three (3) years prior to filing the bankruptcy petition.

As yet, we have had no response to our written inquiries. We enclose a statement for each account previously retained. We have called the claimants with claims greater than \$5,000 at the telephone numbers indicated below with the following results:

1. Discover (\$5,755.00) – Account No. 6011-0020-4000-6645, P.O. Box 8003, Hellard, Ohio 43026, claim signed by Becky Malone, telephone (800) 347-5515; (*Deferred to “Attorney Hot Line” 1 (224) 405-2885. Awaiting response to telephone message requesting documentation.*) July – August, 2003 statement enclosed.
2. Chase Manhattan (\$11,616.00) – Account No. 4102-0082-4002-1537, c/o eCast Settlement, as agent, P.O. Box 35480, Newark, New Jersey 07193-5480, claim signed by Barbara K. Hamilton of Beckett & Lee LLP, telephone (610) 644-7800; (*Account assigned to e-Cast. Tom Hemler of Beckett & Lee indicates that it is often difficult to recover such information from Chase but will advise.*) August – September, 2003 statement enclosed.
3. HSBC (\$9,447.00) – Account No. 5215-3125-0126-4385, P.O. Box 4215, Buffalo, New York 14273-4215, claim signed by Cheryl Ziccardi; (*Called “Jennifer” at 1 (800) 975-4722 and Fax’s authorization to (716) 841-4506 - awaiting response.*) September – October, 2003 statement enclosed.
4. MBNA America (\$6,812.31) – Account No. 4313-0228-5801-9350, c/o eCast Settlement, as agent, P.O. Box 35480, Newark, New Jersey 07193-5480, claim signed by Barbara K. Hamilton of Beckett & Lee LLP, telephone (610) 644-7800; (*see below*). August 12, 2003 payment stub is enclosed.

5. MBNA America (\$19,272.56) – Account No. 5329-0315-0992-1928, c/o eCast Settlement, as agent, P.O. Box 35480, Newark, New Jersey 07193-5480, claim signed by Barbara K. Hamilton of Beckett & Lee LLP, telephone (610) 644-7800; (*Contact made with John Brenner of Beckett & Lee who is processing request for account statements from MBNA.*) *September – October, 2003 statement enclosed.*

6. Bank One Delaware, N.A. (f/k/a First USA) (\$5,317.97) – Account No. 4712-0207-0151-3292, c/o Weinstein, Treiger & Riley P.S., 2101 4th Avenue, Suite 900, Seattle, Washington 98121, claim signed by Steven G. Kane, telephone (877) 332-3543. (*see below.*) *August – September, 2003 statement enclosed.*

7. Bank One Delaware, N.A. (f/k/a First USA) (\$10,203.24) – Account No. 4266-8699-5018-4134, c/o Weinstein, Treiger & Riley P.S., 2101 4th Avenue, Suite 900, Seattle, Washington 98121, claim signed by Steven G. Kane, telephone (877) 332-3543; (*Contact made with Nate Tench, of Weinstein, Treiger, who is to provide us the account statements.*) *September – October, 2003 statement enclosed*

8. Bank One Delaware, N.A. NO CLAIM FILED – Account No. 4262-519-982-211 Scheduled for \$9,876.49 (Visa account). *No claim was filed here and Weinstein, Treiger (above) does not have this account. We note that the account number is unusual for a Visa account which is more typically a 16 digit number. Nate Tench is researching. July – August, 2003 statement is enclosed.*

Loan to Debtor's son. In the spring of 2002, debtor 10,000.00 withdrew \$10,000 from his 401-k retirement account (which is otherwise exempt) for his son's purchase of and paid to their son for the purchase of his grandmother's mobile home. The home was new in 1989 and was purchased for approximately \$20,000. The loan is undocumented (as is common in my experience with most family loans). The son took title to the mobile home and was to make a monthly payment sufficient to repay Mr. Delano's 401(k) loan, but he immediately defaulted. To retain his job at Heidelberg Press, the son had to take a substantial cut in salary. He continues to work at Heidelberg as a contract employee. He paid very little on the loan, in sporadic payments. We believe that the debtors' payments under this Chapter 13 obviate this potential asset and more than satisfy the "best interest" test, even if valued at its face amount.

It is difficult to estimate when creditors will provide the account statements requested. We plan to appear for the scheduled June 21, 2004 §341 Meeting and Confirmation unless we are advised otherwise by your office.

Very truly yours,

BOYLAN BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
Enclosures

cc: David G. and Mary Ann DeLano



CREDIT FILE : April 26, 2004

Confirmation # 4117002205

Personal Identification Information (This section includes your name, current and previous addresses, and any other identifying information provided by you or lenders.)

Name On File: David Gene Delano
Social Security #: 077-32-3894
Date of Birth: September 1, 1941
Current Address: 1262 Shoecraft Rd, Webster, NY 14580
Previous Address(es): 35 State St, Rochester, NY 14614
Last Reported Employment: TW CB TU 01; Central Trust; Roche; VICE President; First National Bank; Rocheste NY; Since 06/1978; Verified 02/1964

Please address all future correspondence to:

www.investigate.equifax.com
Equifax Information Services LLC
PO Box 740256
Atlanta, GA 30374
Phone: (800) 378-2732
M - F 9:00am to 5:00pm in your time zone.

In order to speak with a Customer Service Representative regarding the specific information contained in this credit file, you must call WITHIN 60 DAYS of the date of this credit file AND have a copy of this credit file along with the confirmation number.

Credit Account Information

(For your security, the last digits of account numbers have been replaced by X. (This section includes open and closed accounts reported by credit grantors.)

Account Column Title Descriptions:

Table with 3 columns: Account Number, Account Information, and Account Column Title Descriptions. Includes details for account 402408076136* and various account statuses and descriptions.

Bank of America, PO Box 52925, Phoenix, AZ 85075-2925 (800) 242-5725

Table with 10 columns: Account Number, Balance, Date Reported, Amount, Date of Last Payment, High Credit, Date Opened, Terms Duration, Terms Frequency, Mths Pend, Activity Description, Creditor Classification. Includes data for account 402408076136*.

Table with 5 columns: Account History, Date Reported, Status Codes, Amount, Date Closed. Includes data for account 402408076136*.

Chickens USA

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification
541759200042*	03/1994	\$5,100				65		
Items As of Balance	Date of Last Activity	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Fpd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
09/1999	08/1999	\$241	\$241	08/1999				

Current Status - Pays As Agreed ; Type of Account - Revolving ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Account Transferred or Sold ; Credit Card ;

Account History 09/1998 11/1997

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification
54828*	03/2003	\$0	\$0					
Items As of Balance	Date of Last Activity	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Fpd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
03/2003								

Current Status - Pays As Agreed ; Type of Account - Revolving ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Amount in High Credit Column is Credit Limit ; Charge ;

Discover Financial Services

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification
601100204000*	12/1988	\$5,755			Monthly	89		
Items As of Balance	Date of Last Activity	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Fpd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
02/2004	09/2003	\$112		02/2004				

Type of Loan - Credit Card ; Whose Account - Joint Account ; ADDITIONAL INFORMATION - Account Closed At Consumers Request ;

Account History	12/2003	11/2003	11/2001	09/2001	10/2000	07/1999	11/1998	08/1998	07/1998	01/1998	10/1987	08/1987
Amount Past Due	2	1	1	1	1	1	1	1	1	1	1	1

First Premier

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification
461007800310*	12/1999	\$716	\$1,200		Monthly	52		
Items As of Balance	Date of Last Activity	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Fpd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
04/2004	03/2004	\$6	\$6	04/2004				

Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Individual Account ;

First USA Na PO Box 6650 Wilmington DE 19895-3650

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification
42686995018*	09/1990		\$8,000		Monthly			
Items As of Balance	Date of Last Activity	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Fpd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
04/2004	09/2003	\$197	\$208	10/2003	04/2004	\$10,425		

Current Status - Charge Off ; Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Individual Account ;

Account History	03/2004	02/2004	01/2004	12/2003	11/2003	03/2003	02/2003	06/2002	11/2001	09/2001	07/2001	03/2001	01/2001	12/2000	11/2000	09/2000	08/2000	11/1999	09/1999	04/1999	03/1999	
Amount Past Due	4	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	3

with Status Codes

02/1999 01/1999 12/1998 11/1998 10/1998 09/1998 06/1998 05/1998 04/1998 03/1998 02/1998 01/1998 11/1997 09/1997

Kmart		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths Revd		Activity Description		Creditor Classification	
Account Number	25243*	Date Opened	09/1985	\$928				Monthly		6					
Items As of Balance		Date of Last Payment	05/1999												
Date Reported	04/2004	Amount Past Due	\$0												

Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account;

M.B.N.A. Member		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths Revd		Activity Description		Creditor Classification	
Account Number	431302285801*	Date Opened	01/1994	\$7,304	\$4,700					99					
Items As of Balance		Date of Last Payment	10/2003												
Date Reported	04/2004	Amount Past Due	\$930		\$200										

Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Authorized User.

Account History		Date		Amount		Date		Date		Date		Date		Date	
03/2004	02/2004	01/2004	10/2003	05/2003	12/2002	06/2002	05/2002	03/2002	01/2002	11/2001	10/2001	07/2001	05/2001	04/2001	12/2000
3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
12/1999	09/1999	06/1999	02/1999	10/1998	08/1998	03/1998	09/1997								

M.B.N.A. Member		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths Revd		Activity Description		Creditor Classification	
Account Number	532903150992*	Date Opened	05/1984							99					
Items As of Balance		Date of Last Payment	11/2003												
Date Reported	04/2004	Amount Past Due													

Current Status - Account Included In Bankruptcy ; Type of Loan - Credit Card ; Whose Account - Individual Account;

Account History		Date		Amount		Date		Date		Date		Date		Date	
03/2004	02/2004	01/2004	11/2003	10/2001	08/2001	08/2001	07/2001	05/2001	01/2001	12/2000	11/2000	10/2000	09/2000	08/2000	06/2000
3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
11/1999	10/1999	09/1999	08/1999	07/1999	05/1999	01/1999	12/1998	11/1998	10/1998	09/1998	08/1998	07/1998	06/1998	05/1998	02/1997

M.B.N.A. Member		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths Revd		Activity Description		Creditor Classification	
Account Number	7499006903*	Date Opened	11/1989							99					
Items As of Balance		Date of Last Payment	11/2003												
Date Reported	04/2004	Amount Past Due													

Current Status - Account Included In Bankruptcy ; Type of Loan - Check Credit/Line Of Credit ; Whose Account - Individual Account;

Account History		Date		Amount		Date		Date		Date		Date		Date	
03/2004	02/2004	01/2004	03/2002	01/2002	07/2001	05/2001	02/2001	11/2000	08/2000	05/2000	02/2000	09/1999	08/1998	06/1998	12/1997
3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1

SEARS		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths Revd		Activity Description		Creditor Classification	
Account Number	-348007430*	Date Opened		\$3,857											
Items As of Balance		Date of Last Payment	03/2004												
Date Reported	03/2004	Amount Past Due	\$3,857												

Current Status - Included In Wage Earner Plan ; Type of Loan - Factoring Compant Account ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Account Involved in Chapter 13 Debt Adjustment ; Account Involved in Chapter 13 Debt Adjustment ;

Company Information	Inquiry Dates
PRM-Indymac Home Lending	10/2003 08/2003 06/2003
PRM-Capital One Auto Finance	10/2003 10/2003
PRM-Direct Lending Source Inc	08/2003
PRM-Offersdirect	07/2003
PRM-Mutual of OMAHA	05/2003

D:170

Mr. DeLano's Equifax credit bureau report of April 26, 2004, produced with missing pages

- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT
CRA's, creditors and others not listed below	Federal Trade Commission - CRC 600 Pennsylvania Avenue, NW Washington, DC 20580 877-FTC-HELP
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street - Suite 3450 Houston, TX 77010 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance and Consumer Affairs Washington, DC 20429 877-275-3342 (800-ASK-FDIC)
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051
Identity Theft	Identity Theft Data Clearinghouse 600 Pennsylvania Avenue, NW Washington, DC 20580 877-ID-THEFT



RESEARCH REQUEST FORM

Upon completion, please return this document to the following address:

Equifax Information Services LLC
PO Box 740256
Atlanta, GA 30374

Or, if you prefer, you may initiate an investigation request via the internet at:

www.investigate.equifax.com

Confirmation Number: 4117002205

Intentionally making any false statement to a consumer reporting agency for the purpose of having it placed on a consumer report is punishable by law in some states.

If your identifying information differs from the information listed on this form, please fill in the correct information in the space provided below each item.

Name: David Gene Delano

SS#: 077-32-3894

DOB: September 1, 1941

Current Address: 1262 Shoecraft Rd, Webster, NY 14580

Previous Address(es): 35 State St, Rochester, NY 14614

Please provide a photocopy of your driver's license, social security card, or a recent utility bill that reflects the correct information.

Employment:

Daytime Phone Number:

Evening Phone Number:

List other names which you have used for credit in the past.

Credit Account Information

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____

Company Name _____ Account Number _____

Reason for investigation: Not Mine Paid in Full Current/Previous Payment Status Incorrect Account Closed

Other (Please explain) _____



CREDIT FILE: May 8, 2004

Confirmation # 4129001647

Personal Identification Information (This section includes your name, current and previous addresses, and any other identifying information reported by your creditors)

Name On File: Mary Ann Delano
Social Security #: 091-36-0517 Date of Birth: September 21, 1944
Current Address: 1262 Shoecraft Rd, Webster, NY 14580
Last Reported Employment: Product Specialist; Xerox;

Please address all future correspondence to:

www.investigate.equifax.com
Equifax Information Services LLC
PO Box 740256
Atlanta, GA 30374

Phone: (800) 290-8749
M - F 9:00am to 5:00pm in your time zone.

In order to speak with a Customer Service Representative regarding the specific information contained in this credit file, you must call WITHIN 60 DAYS of the date of this credit file AND have a copy of this credit file along with the confirmation number.

Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by X. (This section includes open and closed accounts reported by credit grantors)

Account Column Title Descriptions:

Table with 2 columns: Account Number - The Account number reported by credit grantor; Description: Amount Past Due - The Amount Past Due as of the Date Reported, Date of Last Payment - The Date of Last Payment, Actual Pay Amt - The Actual Amount of Last Payment, etc.

Table with 2 columns: Account History; Status Code Descriptions: 1: 30-59 Days Past Due, 2: 60-89 Days Past Due, 3: 90-119 Days Past Due, 4: 120-149 Days Past Due, 5: 150-179 Days Past Due, 6: 180 or More Days Past Due, G: Collection Account, H: Foreclosure

Table with 10 columns: Account Number, Date Opened, High Credit, Credit Limit, Terms Duration, Terms Frequency, Months Paid, Activity Description, Creditor Classification, Account Number. Row 1: 541931041019*, 06/1992, \$2,500, 67, J: Voluntary Surrender, K: Repossession, L: Charge Off

Current Status - Pays As Agreed; Type of Account - Revolving; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Paid/Zero Balance;

Capital One PO Box 85580 Internal Zip 20306 Richmond VA 23285-8520

Account Number	High Credit	Credit Limit	Terms Duration	Terms Frequency	Minths Revd	Activity Description	Creditor Classification
486236226671*	\$32	\$3,140			18		
Items As of Balance Date Reported	Date of Last Payment	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
05/2004 \$0	02/2004		02/2004	03/2004			

Current Status - Included in Wage Earner Plan ; Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Account Involved in Chapter 13 Debt Adjustment ;

Account Number	High Credit	Credit Limit	Terms Duration	Terms Frequency	Minths Revd	Activity Description	Creditor Classification
348007430*		\$3,140			78		
Items As of Balance Date Reported	Date of Last Payment	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
05/2004 \$0	10/2003		12/2003				

Current Status - 60 - 89 Days Past Due ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Authorized User ;

Account Number	High Credit	Credit Limit	Terms Duration	Terms Frequency	Minths Revd	Activity Description	Creditor Classification
410200824002*	\$11,651	\$7,600		Monthly	99		
Items As of Balance Date Reported	Date of Last Payment	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
04/2004 \$11,651	11/2003	\$450	12/2003	02/2004			

Current Status - Included in Wage Earner Plan ; Type of Loan - Credit Card ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Account Involved in Chapter 13 Debt Adjustment ; Account Involved in Chapter 13 Debt Adjustment ;

Account Number	High Credit	Credit Limit	Terms Duration	Terms Frequency	Minths Revd	Activity Description	Creditor Classification
601100204000*	\$5,755			Monthly	99		
Items As of Balance Date Reported	Date of Last Payment	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
04/2004 \$0	10/2003	\$112	09/2003	04/2004			

Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Joint Account ; ADDITIONAL INFORMATION - Account Closed At Consumers Request ;

Account Number	High Credit	Credit Limit	Terms Duration	Terms Frequency	Minths Revd	Activity Description	Creditor Classification
800491*	\$400				27		
Items As of Balance Date Reported	Date of Last Payment	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date
09/1996 \$0			11/1995				

Current Status - Pays As Agreed ; Type of Account - Revolving ; Whose Account - Individual Account ;

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rnd	Activity Description	Creditor Classification	Date Closed
5 Fleet National Bank									
548789002018*	02/1993		\$4,200	Monthly					
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
04/2004 \$2,184	10/2003 \$172	\$172	\$47	12/2003	04/2004	\$2,184			
Current Status - Charge Off; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account;									
Account History 02/2004 01/2004 10/2001 04/1999 02/1999 12/1998 12/1997 09/1997									
with Status Codes 2 1 1 1 1 1 1 2									
6 GMAC									
052-1504-1*	07/1995	\$10,326			Monthly	44			
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
03/1999 \$0			\$191	02/1999					
Current Status - Pays As Agreed; Type of Account - Installment; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Paid/Zero Balance; Auto;									
Account History 02/1997									
7 JCPenney Monogram Credit									
052-3036-0*	02/1993	\$10,793			Monthly	80			
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
02/1997 \$0			\$224	02/1997					
Current Status - Pays As Agreed; Type of Account - Installment; Whose Account - Maker; ADDITIONAL INFORMATION - Account Paid/Zero Balance;									
Account History 02/1997									
JCPenney Monogram Credit									
-080246*	10/1980	\$569	\$200		Monthly				
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
05/2004 \$57	04/2004 \$41	\$41	\$15	05/2004					
Current Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Charge Account; Whose Account - Joint Account;									
Account History 07/1998 01/1998 10/1997 08/1997									
with Status Codes 1 1 2 1									
JCPenney Monogram Credit									
-010699*	10/1980								
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
05/2004				05/2004					
Current Status - Card Is Lost Or Stolen; Type of Loan - Charge Account;									
Kalman's									
25243*	09/1985	\$928			Monthly	99			
Items As of Balance Date Reported Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of Last Activity	Date Maj. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Start Date	Date Closed
04/2004 \$0	05/1999			05/1999					
Current Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Charge Account; Whose Account - Joint Account;									

(Continued On Next Page)

8 M.B.N.A. Amer PO Box 15025 Wilmington, DE 19850-5025 (609) 421-2110

Account Number	Date Opened	High Credit	Actual Payment	Scheduled Payment	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
431302299975*	01/1994						99		
Items As of Balance Date Reported Amount									
04/2004									
Current Status - Account Included in Bankruptcy ; Type of Loan - Credit Card ; Whose Account - Individual Account ;									
Account History	03/2004	02/2004	01/2004	01/2004	01/2004	01/2004	01/2004	01/2004	01/2004
with Status Codes	3	2	1	1	1	1	1	1	1
	12/1999	09/1999	02/1999	08/1998	03/1998	09/1997			
	1	1	1	1	1	1			

9 Manufacturers & Traders Trust

Account Number	Date Opened	High Credit	Actual Payment	Scheduled Payment	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
738920*	03/1988	\$59,000					10		
Items As of Balance Date Reported Amount									
05/1999		\$0		\$723	04/1999				
Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account ; ADDITIONAL INFORMATION - Account Paid/Zero Balance ;									

10 ONONDAGA Bank/Overdraft

Account Number	Date Opened	High Credit	Actual Payment	Scheduled Payment	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
195882002*	03/1988	\$59,000					15		
Items As of Balance Date Reported Amount									
04/1998		\$0		\$733	02/1998				
Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account ; ADDITIONAL INFORMATION - Account Transferred or Sold ;									

11 Primus Automotive

Account Number	Date Opened	High Credit	Actual Payment	Scheduled Payment	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
626*	02/1997	\$6,719			48 Months		27		
Items As of Balance Date Reported Amount									
05/1999		\$0			04/1999				
Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Individual Account ; ADDITIONAL INFORMATION - Account Paid/Zero Balance ; Auto ;									

The Bon Ton

Account Number	Date Opened	High Credit	Actual Payment	Scheduled Payment	Terms Duration	Terms Frequency	Months Revd	Activity Description	Creditor Classification
8601*	12/1995	\$280					99		
Items As of Balance Date Reported Amount									
04/2004		\$0			02/1997				
Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account ;									

Inquiries that display to companies (may impact your credit score)
 This section lists companies that request your credit file. Credit grantors may view this request when evaluating your creditworthiness.
 Company Information Inquiry Details
 Genesee Regional Bank 09/2003 06/2003
 The Credit Bureau:3301 ONTARIO NATIONA 09/2002

Inquiries that do not display to companies (do not impact your credit score)
 (This section includes inquiries which display only to you and are not considered when evaluating your credit worthiness. Examples of this inquiry type include: pre-approved offers of credit, insurance, or periodic review by an existing creditor.)

Company Information - Prefix Descriptions:

PRM - Inquiries with this prefix indicate that only your name and address were given to a credit grantor so they can provide you a firm offer of credit or insurance. (PRM inquiries remain for twelve months)
 AM or AR - Inquiries with these prefixes indicate a periodic review of your credit history by one of your creditors.
 (AM and AR inquiries remain for twelve months)
 Equifax or EFX - Inquiries with these prefixes indicate Equifax's activity in response to your contact with us for a copy of your credit file or a research request.
 ND - Inquiries with this prefix are general inquiries that do not display to credit grantors. (ND inquiries remain for twelve months)

Company Information	Inquiry Date(s)
Equifax	05/2004
AR-Assoc/Citibank SD	04/2004 02/2004 01/2004 12/2003 11/2003 10/2003 09/2003 08/2003 07/2003 06/2003
PRM-AT&T Wireless	03/2004 01/2004
PRM-First Premier Bank Promo	02/2004
AR-Capital One	02/2004 01/2004 12/2003 11/2003 10/2003 09/2003 08/2003 07/2003 05/2003
PRM-AT&T Wireless Services	02/2004 06/2003
AR-MBNA	12/2003 05/2003
PRM-Evergreen Acceptance Corp.	10/2003
PRM-Direct Lending Source Inc	10/2003 09/2003
PRM-DM Services, Inc.	09/2003 07/2003
PRM-Household Bank	05/2003
PRM-Assoc Fin Ser Cons Div Promo	05/2003



www.mbna.netaccess.com

ACCOUNT NUMBER	4313 0228 5801 9530	
PAYMENT DUE DATE	08 / 12 / 03	NEW BALANCE TOTAL
TOTAL MINIMUM PAYMENT DUE	\$ 176 .00	AMOUNT ENCLOSED
DETACH TOP PORTION AND RETURN WITH PAYMENT		

Mime check payable to:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-826-2556
Print change of address or new telephone number below

Address

City _____ State _____ Zip _____
Home phone _____ Work phone _____



MARY ANN DELANO
1262 SHOECRAFT RD
WEBSTER NY 14580-895462

X

12. 00642247000176000004313022858019530

DAVID G DELANO

New Balance \$9,876.49 Payment Due Date 09/07/03 Past Due Amount \$197.00 Minimum Payment \$2,270.49

Amount Enclosed \$ []

Make your check payable to Bank One
New address or e-mail? Print on back.

2 (211) 00

426686995018413400227049009876499

CARDMEMBER SERVICE
P.O. BOX 15153
WILMINGTON DE 19886-5153

DAVID G DELANO
4262 SHOECRAFT RD
WEBSTER NY 14580-8954

4559413



⑆5000 160 28⑆ 20599 50 184 134 7⑈



Statement Date: 07/15/03 - 08/13/03
Payment Due Date: 09/07/03
Minimum Payment Due: \$2,270.49
CUSTOMER SERVICE
In U.S. 1-800-945-2006
Español 1-888-446-3308
TDD 1-800-955-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance \$9,893.32
Payments, Credits - \$194.00
Purchases, Cash, Debits + \$50.00
Finance Charges + \$127.17
New Balance \$9,876.49

Account Number: 4262 519 982 211
Total Credit Line \$8,000
Available Credit \$0
Cash Access Line \$8,000
Available for Cash \$0

ACCOUNT INQUIRIES
P.O. Box 8650
Wilmington, DE 19899-8650

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.cardmemberservices.com

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
07/15	74266836428NX0X9Y	PAYMENT - THANK YOU	\$194.00	
08/13		OVERLIMIT FEE		25.00
08/13		LATE FEE		25.00
08/13		*FINANCE CHARGE*		127.17

IF YOU'VE SIMPLY OVERLOOKED YOUR PAYMENT,
PLEASE SEND IT NOW.

AN OVERLIMIT FEE WAS ASSESSED WHEN YOUR ACCOUNT BALANCE
EXCEEDED THE ESTABLISHED CREDIT LIMIT ON 08/13/03.

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresponding APR	Average Daily Balance	PERIODIC RATE(S) AND APR(S) MAY VARY		
				Finance Charge Due To Periodic Rate	Transaction Fees	FINANCE CHARGES
Purchases	.04343%	15.85%	\$4,262.45	\$55.53	-	\$55.53
Cash advances	.04343%	15.85%	\$5,498.19	\$71.64	-	\$71.64
Total finance charges						\$127.17

Effective Annual Percentage Rate (APR): 15.85%

Grace Period Type: B (Please see back of statement for the Grace Period explanation.)

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

MAKING ELECTRONIC PAYMENTS ON YOUR CREDIT CARD ACCOUNT IS
FASTER AND EASIER THAN EVER! JUST CALL OUR DEDICATED PAYMENT
LINE AT 800-436-7958 OR LOGON TO WWW.CARDMEMBERSERVICES.COM.
PAYMENTS ARE POSTED TO YOUR ACCOUNT WITHIN ONE BUSINESS
DAY AND THERE ARE NO FEES FOR THESE PAYMENT SERVICES.



payment due date
September 15, 2003
minimum payment due
\$109.00

new balance
\$5,219.03

account number 6011 0020 4000 6645
enter amount enclosed below

\$

2274300*

Please make check payable to Discover Card. You are overlimit. Pay the sum of the monthly minimum payment plus the overlimit amount of \$2,219.03.



16 SDCNR803 0086915
DAVID G DELANO
MARY A DELANO
1262 SHOECRAFT RD
WEBSTER NY 14580-8954

Simply and Save! Use your Discover® Card to pay off high-rate balances today. You can save money and consolidate your debt into one convenient payment. Call 1-800-353-0942 to see if a special Balance Transfer offer is available for you.

PO BOX 15251
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above, or go to Discovercard.com.

000006011002040006645052190300109000010900

Discover Card Account Summary

Closing Date: August 16, 2003 page 1 of 2

account number 6011 0020 4000 6645
payment due date September 15, 2003
minimum payment due \$109.00
credit limit \$3,000.00
credit available \$0.00
cash credit limit \$1,500.00
cash credit available \$0.00

previous balance	\$5,207.33
payments and credits	- 109.00
purchases	+ 29.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 91.70
new balance	= \$5,219.03

New York residents may contact the New York State Banking Department to obtain comparative listing information of credit cards, fees and grace periods. Call 1-800-518-8866.

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

SPECIAL BALANCE TRANSFER RATES! Save money and simplify your life by consolidating your debt. Call 1-800-767-7339 today to see if an offer is available for you!

The Discover® Classic Card is issued by Discover Bank, Member FDIC.
For TDD (Telecommunications Device for the Deaf) assistance, please call 1-800-347-7449.
We continue to average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance, and by then subtracting any credits and payments that are applied against the daily balance. In calculating the daily balance for the previous billing period, we consider the "previous day's balance" to have been 0 on the first day of the billing period.
OK! Balances are excluded from the balance of the purchase and cash advance transaction categories. Special rate balance transfers and balance transfers terminated due to a late payment are also included in the category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those balance transfer transaction fees and balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.
All fees charged to your account are added to the purchase transaction category with the exception of Cash Advance Transaction Fee Finance Charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charges which are added to the balance transfer transaction category. If a transaction made in a previous billing period is itemized on this statement, we consider the transaction date to be the first day of the current billing period when we calculate your Periodic Finance Charges.
For TDD (Telecommunications Device for the Deaf) assistance, please call 1-800-347-7449.



MasterCard/Visa Monthly Statement

Make Checks Payable to:

HSBC BANK USA
SUITE 0627
BUFFALO NY 14270-0627



Payment Information

Account Number 5215 3125 0126 4385
New Balance \$9,065.01
Payment Due Date OCTOBER 3, 2003
Minimum Payment \$169.02

Changing your address?
Print new address to the right.



DAVID G DELANO
1262 SHOECRAFT RD
WEBSTER NY 14580-8954

50348



AMOUNT ENCLOSED

\$

0501264385 24

MasterCard/Visa Monthly Statement

Balance Summary

Table with 2 columns: Description and Amount. Rows include Previous Balance, Payments and Other Credits, Purchases/Loans/Other Charges, Service Charge or Interest, Transaction Fees Loans Only, Total FINANCE CHARGE, Late Payment Fees, and New Balance.

Account Summary

Table with 2 columns: Description and Amount. Rows include Account Number, Credit Line, Total Balance in Use, Available Credit, Days in Billing Cycle, Billing Date, Payment Due Date, Amount Past Due, Minimum Due, and Minimum Payment Terms.

YOU MAY AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES IF YOU PAY \$2,111.65 BY THE PAYMENT DUE DATE.

Your Transactions at a Glance

Table with 5 columns: Trans Date, Post Date, Card Brand, Reference Number, Description of Transactions, and Amount. Rows show payment and finance charge transactions.

Finance Charge Rates Summary

Table with 5 columns: Fixed Rate Account, Periodic Rate, Average Daily Balance, Corresponding Annual Percentage Rate, and Annual Percentage Rate. Rows show rates for Purchases and Loans.

Important Information

YOUR ACCOUNT IS CURRENTLY CLOSED.



800-975-4722 HSBC BANK USA HSBC BANK IN
800-975-4HSBC P.O. BOX 9 SUITE 0627
Outside U.S./Canada 716-844-7212 BUFFALO, NY 14240

NEW YORK RESIDENTS MAY CONTACT THE NEW YORK STATE BANKING DEPARTMENT TO OBTAIN A COPY OF THE LISTING OF CREDIT CARD RATES, FEES AND GRACE PERIODS. NEW YORK STATE BANKING DEPARTMENT, HANCOCK SQUARE, ALBANY, NY 12242



www.mbna.net/access.com

CARDHOLDER SINCE 1984

ACCOUNT NUMBER	
5329 0315 0992 1928	
PAYMENT DUE DATE	NEW BALANCE TOTAL
10/07/03	\$18,498.21
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$508.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Make check payable to:



MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-826-2556
Print change of address or new telephone number below

Address _____

City _____ State _____ Zip _____

Home phone _____ Work phone _____



DAVID DELANO
1262 SHOECRAFT RD
WEBSTER NY 14580-895462

B

08 01849821000508000005329031509921928

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
5329 0315 0992 1928	\$15,000.00		33	09/09/03	\$508.00	10/07/03

Posting Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
SEPTEMBER 2003 STATEMENT							

PAYMENTS AND CREDITS

08/28	5532 MC	PAYMENT - THANK YOU		509.00 CI
TOTAL FOR BILLING CYCLE FROM 08/08/2003 THROUGH 09/09/2003				\$509.00 CI

YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS.

IMPORTANT NEWS

AN IMPORTANT AMENDMENT TO YOUR ACCOUNT TERMS IS ENCLOSED.

USE MBNA MORTGAGE PRODUCTS TO ACHIEVE YOUR FINANCIAL GOALS. CALL 1-800-826-2556.

PAY YOUR BILL QUICKLY WITH PAY-BY-PHONE SERVICE. CALL 1-866-297-9258 TO USE THIS AUTOMATED SERVICE. PAYMENT POSTS THE SAME OR NEXT BUSINESS DAY.

DON'T WORRY ABOUT ECONOMIC UNCERTAINTIES! HELP PROTECT YOUR ACCOUNT. ENROLL IN OPTIONAL CREDIT PROTECTION! CONTACT US: 1-800-840-9504 OR WWW.MBNAPROTECT.COM.

SUMMARY OF TRANSACTIONS

TOTAL MINIMUM PAYMENT DUE

Previous Balance	(-) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(=) New Balance Total	Payment Due
\$18,537.57	\$509.00	\$0.00	\$0.00	\$469.64	\$0.00	\$18,498.21	\$508.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.076657% DLY	27.98%	\$877.04
B. ATM, BANK	0.076657% DLY	27.98%	\$0.00
C. PURCHASES	0.076657% DLY	27.98%	\$17,688.25

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information include balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-826-2556.
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3179.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE..... 27.98%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

5329 0315 0992 1928

3381 023 3QP 1112 0200 00
PAGE 1 OF 1

PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE
 10/06/03 | \$10,909.01 | \$218.00

ACCOUNT NUMBER: 4102 0082 4002 1537

Facsimile Copy

MARY ANN DELANO
 1262 SHOECRAFT ROAD
 WEBSTER NY 14580-8954

1784



Chase Visa®
 ACCOUNT NUMBER: 4102 0082 4002 1537

NEW BALANCE \$10,909.01	PAYMENT DUE DATE 10/06/03	TOTAL CREDIT LINE \$7,600	TOTAL AVAILABLE CREDIT \$0	STATEMENT CLOSING DATE 09/11/03
----------------------------	------------------------------	------------------------------	-------------------------------	------------------------------------

Here is your Account Summary:

	TOTAL
Previous Balance	\$10,851.99
(-) Payments, Credits	229.00
(+) Purchases, Cash, Debits	70.00
(+) FINANCE CHARGES	286.02
(=) New Balance	10,909.01
Minimum Due	218.00
Over Line - Pay Immediately	3,309.01
Minimum Payment Due	\$218.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
09/11 09/11	09/11 09/11	VXJO	PAYMENT - THANK YOU OVERLIMIT FEE LATE CHARGE - MIN PYMT NOT RECD BY DATE	229.00	35.00 35.00
Total of your credits and charges				229.00	70.00

YOU ARE OVER YOUR CREDIT LIMIT. PLEASE
 SEND PAYMENT TO AVOID LOSING YOUR CREDIT
 PRIVILEGES. IF YOU'VE ALREADY PAID-THANK YOU.

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 30

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Purchases	0.06573%	\$6,240.94	\$123.06	\$123.06	23.99%	23.99%
	0.06573%	\$4,714.48	\$92.96	\$92.96	23.99%	23.99%

* Please see reverse side for balance computation method and other important information.



Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-235-3343 or write P.O. BOX 1010, HICKSVILLE, NY 11802-0000.
 Para Servicio al Cliente en Español: 1-800-545-0464.

1784
 4234 4234 4234 4234
 5993 0018 4234 4234
 Page 4 of 4
 7 19 638926
 4234 8006 878

New Balance \$5,130.80 Payment Due Date 10/12/03 Past Due Amount \$103.00 Minimum Payment \$2,535.80

Amount Enclosed \$ []

Make your check payable to Bank One
New address or e-mail? Print on back.

3292

471202070151329200253580005130805

CARDMEMBER SERVICE
P.O. BOX 15153
WILMINGTON DE 19886-5153

DAVID DELANO
1282 SHOECRAFT RD
WEBSTER NY 14580-8954

3659711



⑆5000 160 28⑆ 1060 70 15 13 29 2 1⑈



Statement Date: 08/19/03 - 09/17/03
Payment Due Date: 10/12/03
Minimum Payment Due: \$2,535.80

CUSTOMER SERVICE
In U.S. 1-800-945-2006
Español 1-888-446-3308
TDD 1-800-955-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance \$5,195.72
Payments, Credits - \$201.00
Purchases, Cash, Debits + \$40.00
Finance Charges + \$96.08
New Balance \$5,130.80

Account Number: 4712 0207 0151 3292

Total Credit Line \$2,800
Available Credit \$0
Cash Access Line \$2,800
Available for Cash \$0

ACCOUNT INQUIRIES
P.O. Box 8650
Wilmington, DE 19899-8650

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.cardmemberservices.com

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
08/22	74712027A28NXB3R5	PAYMENT - THANK YOU	\$201.00	
09/17		OVERLIMIT FEE		20.00
09/17		LATE FEE		20.00
09/17		*FINANCE CHARGE*		96.08

IF YOU'VE SIMPLY OVERLOOKED YOUR PAYMENT,
PLEASE SEND IT NOW.

AN OVERLIMIT FEE WAS ASSESSED WHEN YOUR ACCOUNT BALANCE
EXCEEDED THE ESTABLISHED CREDIT LIMIT ON 09/17/03.

FINANCE CHARGES

Category	Monthly Periodic Rate 30 days in cycle	Corresponding APR	Average Daily Balance	PERIODIC RATE(S) AND APR(S) MAY VARY		
				Finance Charge Due To Periodic Rate	Transaction Fees	FINANCE CHARGES
Purchases	1.916%	22.99%	\$2,652.90	\$50.83	-	\$50.83
Cash advances	1.916%	22.99%	\$2,361.91	\$45.25	-	\$45.25
Total finance charges						\$96.08

Effective Annual Percentage Rate (APR): 22.99%

Grace Period Type: B (Please see back of statement for the Grace Period explanation.)

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Statement for account number: 4266 8699 5018 4134



New Balance \$9,846.80 Payment Due Date 11/08/03 Past Due Amount \$197.00 Minimum Payment \$2,239.80

Amount Enclosed \$

[Empty box for amount enclosed]

Make your check payable to Bank One
New address or e-mail? Print on back.

4134

426686995018413400223980009846807

CARDMEMBER SERVICE
P.O. BOX 15153
WILMINGTON DE 19886-5153

DAVID G. DELANO
1262 SHOE CRAFT RD
WEBSTER NY 14580-8954

4081562



⑆5000 160 28⑆ 2059950 184 1347⑈



Statement Date: 09/13/03 - 10/14/03
Payment Due Date: 11/08/03
Minimum Payment Due: \$2,239.80

CUSTOMER SERVICE
In U.S.: 1-800-945-2006
Español 1-888-446-3308
TDD 1-800-956-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance \$9,857.18
Payments/Credits \$197.00
Purchases/Cash/Debits + \$50.00
Finance Charges + \$136.62
New Balance \$9,846.80

Account Number: 4266 8699 5018 4134
Total Credit Line \$8,000
Available Credit \$0
Cash Access Line \$8,000
Available for Cash \$0

ACCOUNT INQUIRIES
P.O. Box 8650
Wilmington, DE 19899-8650

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.cardmemberservices.com

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	Credit	Debit
09/28	74266838F015MEGVV	PAYMENT - THANK YOU	\$197.00		
10/14		OVERLIMIT FEE			25.00
10/14		LATE FEE			25.00
10/14		FINANCE CHARGE			136.62

IF YOU'VE SIMPLY OVERLOOKED YOUR PAYMENT,
PLEASE SEND IT NOW.

OUR ACCOUNT NUMBER SYSTEM HAS CHANGED! SEE YOUR NEW NUMBER ABOVE.

AN OVERLIMIT FEE WAS ASSESSED WHEN YOUR ACCOUNT BALANCE
EXCEEDED THE ESTABLISHED CREDIT LIMIT ON 10/14/03.

FINANCE CHARGES

Category	Daily Periodic Rate 32 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fees	FINANCE CHARGE
Purchases	04348%	15.87%	\$4,291.09	\$59.70		\$59.70
Cash advances	04348%	15.87%	\$5,527.77	\$76.92		\$76.92

Total finance charges \$136.62

Effective Annual Percentage Rate (APR): 15.87%

Grace Period Type: B (Please see back of statement for the Grace Period explanation.)

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Label
(See instructions.)

Use the IRS label.
Otherwise, please print or type.

Presidential Election Campaign
(See instructions.)

For the year Jan 1 - Dec 31, 2001, or other tax year beginning _____, 2001, ending _____, 20		OMB No. 1545-0074
Your First Name David	MI G	Last Name DeLano
Your Social Security Number 077-32-3894		
If a Joint Return, Spouse's First Name Mary Ann	MI 	Last Name DeLano
Spouse's Social Security Number 091-36-0517		
Home Address (number and street). If You Have a P.O. Box, See Instructions. 1262 Shoecraft Rd		Apartment No.
City, Town or Post Office. If You Have a Foreign Address, See Instructions. Webster		State ZIP Code NY 14580

▲ Important! ▲
You must enter your social security number(s) above.

Note: Checking 'Yes' will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? Yes No Yes No

Filing Status

Check only one box.

- 1 Single
- 2 Married filing joint return (even if only one had income)
- 3 Married filing separate return. Enter spouse's SSN above & full name here
- 4 Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here ▶
- 5 Qualifying widow(er) with dependent child (year spouse died ▶). (See instructions.)

Exemptions

If more than six dependents, see instructions.

6a Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax return, do not check box 6a

b Spouse

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)	No. of boxes checked on 6a and 6b	No. of your children on 6c who:
						<input type="checkbox"/> lived with you <input type="checkbox"/> did not live with you due to divorce or separation (see instrs) ... Dependents on 6c not entered above Add numbers entered on lines above ▶
d Total number of exemptions claimed					2	2

Income

Attach Forms W-2 and W-2G here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

ROLLOVER

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	90,790.
8a Taxable interest. Attach Schedule B if required	8a	427.
b Tax-exempt interest. Do not include on line 8a	8b	
9 Ordinary dividends. Attach Schedule B if required	9	12.
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	10	
11 Alimony received	11	
12 Business income or (loss). Attach Schedule C or C-EZ	12	
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	13	
14 Other gains or (losses). Attach Form 4797	14	
15a Total IRA distributions	15a	
b Taxable amount (see instrs)	15b	
16a Total pensions & annuities	16a	3,257.
b Taxable amount (see instrs)	16b	0.
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18 Farm income or (loss). Attach Schedule F	18	
19 Unemployment compensation	19	
20a Social security benefits	20a	
b Taxable amount (see instrs)	20b	
21 Other income	21	
22 Add the amounts in the far right column for lines 7 through 21. This is your total income.	22	91,229.

Adjusted Gross Income

23 IRA deduction (see instructions)	23	
24 Student loan interest deduction (see instructions)	24	
25 Archer MSA deduction. Attach Form 8853	25	
26 Moving expenses. Attach Form 3903	26	
27 One-half of self-employment tax. Attach Schedule SE	27	
28 Self-employed health insurance deduction (see instructions)	28	
29 Self-employed SEP, SIMPLE, and qualified plans	29	
30 Penalty on early withdrawal of savings	30	
31a Alimony paid b Recipient's SSN	31a	
32 Add lines 23 through 31a	32	
33 Subtract line 32 from line 22. This is your adjusted gross income	33	91,229.

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Presidential Election Campaign (See instructions.)

For the year Jan 1 - Dec 31, 2002, or other tax year beginning, 2002, ending, 20. Your first name: David G DeLano. If a joint return, spouse's first name: Mary Ann DeLano. Home address: 1262 Shoecraft Road, Webster, NY 14580.

OMB No. 1545-0074. Your social security number: 077-32-3894. Spouse's social security number: 091-36-0517. Important! You must enter your social security number(s) above.

Note: Checking 'Yes' will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? You: Yes [], No [X]. Spouse: Yes [], No [X].

Filing Status

Check only one box.

- 1 [] Single
2 [X] Married filing jointly (even if only one had income)
3 [] Married filing separately. Enter spouse's SSN above & full name here...
4 [] Head of household (with qualifying person).
5 [] Qualifying widow(er) with dependent child (year spouse died ...).

Exemptions

If more than five dependents, see instructions.

6a [X] Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax return, do not check box 6a. 6b [X] Spouse. c Dependents: Table with columns for (1) First name, Last name, (2) Dependent's social security number, (3) Dependent's relationship to you, (4) if qualifying child for child tax credit. Total number of exemptions claimed: 2.

Income

Attach Forms W-2 and W-2G here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Table with 2 columns: Description and Amount. Rows include: 7 Wages, salaries, tips, etc. Attach Form(s) W-2 (91,655); 8a Taxable interest (204); 8b Tax-exempt interest; 9 Ordinary dividends; 10 Taxable refunds, credits, or offsets of state and local income taxes; 11 Alimony received; 12 Business income or (loss); 13 Capital gain or (loss); 14 Other gains or (losses); 15a IRA distributions; 15b Taxable amount; 16a Pensions and annuities; 16b Taxable amount; 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc.; 18 Farm income or (loss); 19 Unemployment compensation; 20a Social security benefits; 20b Taxable amount; 21 Other income; 22 Add the amounts in the far right column for lines 7 through 21. This is your total income (91,859).

Adjusted Gross Income

Table with 2 columns: Description and Amount. Rows include: 23 Educator expenses; 24 IRA deduction; 25 Student loan interest deduction; 26 Tuition and fees deduction; 27 Archer MSA deduction; 28 Moving expenses; 29 One-half of self-employment tax; 30 Self-employed health insurance deduction; 31 Self-employed SEP, SIMPLE, and qualified plans; 32 Penalty on early withdrawal of savings; 33a Alimony paid; 33b Recipient's SSN; 34 Add lines 23 through 33a; 35 Subtract line 34 from line 22. This is your adjusted gross income (91,859).

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Presidential Election Campaign (See instructions.)

For the year Jan 1 - Dec 31, 2003, or other tax year beginning, 2003, ending, 2003. Your first name MI Last name David G DeLano. Spouse's first name MI Last name Mary Ann DeLano. Home address 1262 Shoecraft Road, Webster NY 14580.

Note: Checking 'Yes' will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? Yes No

Filing Status

Check only one box.

1 Single 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above & full name here. 4 Head of household (with qualifying person). 5 Qualifying widow(er) with dependent child.

Exemptions

If more than five dependents, see instructions.

6a Yourself. 6b Spouse. c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) if qualifying child for child tax credit. d Total number of exemptions claimed 2

Income

Attach Forms W-2 and W-2G here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

ROLLOVER

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 96,821. 8a Taxable interest. Attach Schedule B if required 8a 17. 8b Tax-exempt interest. Do not include on line 8a 8b. 9a Ordinary dividends. Attach Schedule B if required 9a. 9b Qualified divs (See instrs) 9b. 10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions) 10. 11 Alimony received 11. 12 Business income or (loss). Attach Schedule C or C-EZ 12. 13a Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here 13a. 13b If box on 13a is checked, enter post-May 5 capital gain distributions 13b. 14 Other gains or (losses). Attach Form 4797 14. 15a IRA distributions 15a. 15b Taxable amount (see instrs) 15b. 16a Pensions and annuities 16a 519. 16b Taxable amount (see instrs) 16b 0. 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17. 18 Farm income or (loss). Attach Schedule F 18. 19 Unemployment compensation 19 810. 20a Social security benefits 20a. 20b Taxable amount (see instrs) 20b. 21 Other income 21. 22 Add the amounts in the far right column for lines 7 through 21. This is your total income 22 97,648.

Adjusted Gross Income

23 Educator expenses (see instructions) 23. 24 IRA deduction (see instructions) 24. 25 Student loan interest deduction (see instructions) 25. 26 Tuition and fees deduction (see instructions) 26. 27 Moving expenses. Attach Form 3903 27. 28 One-half of self-employment tax. Attach Schedule SE 28. 29 Self-employed health insurance deduction (see instrs) 29. 30 Self-employed SEP, SIMPLE, and qualified plans 30. 31 Penalty on early withdrawal of savings 31. 32a Alimony paid b Recipient's SSN 32a. 33 Add lines 23 through 32a 33. 34 Subtract line 33 from line 22. This is your adjusted gross income 34 97,648.

GEORGE M. REIBER

CHAPTER 13 TRUSTEE

SOUTH WINTON COURT

3136 SOUTH WINTON ROAD

ROCHESTER, NEW YORK 14623

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

June 16, 2004

Christopher Werner, Esq.
2400 Chase Square
Rochester, NY 14604

Dear Mr. Werner,

RE: David & Mary Ann DeLano; BK#04-20280

Thank you for your communication with me of June 14, 2004, as well as the enclosures contained therein. I am unhappy to learn that the credit card companies are not cooperating with your clients in producing the statements requested. Obviously the June 21st hearing will have to be adjourned, as I stated in my recent last letter to you and Dr. Cordero.

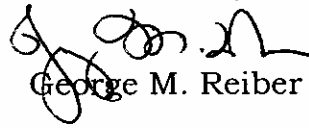
I would propose that the matter be adjourned to August 9, 2004, at 1:00 p.m. with confirmation scheduled at 3:30 p.m.

I do intend to continue with my motion to dismiss which has been brought. On the return date I believe you should come forward with an explanation and proposed schedule for Judge Ninfo to review on when these documents will be produced. I would suggest that you may wish to make motions for Rule 2004 exams regarding each of these credit card companies in order to compel them to appear.

I notice that you did not copy Dr. Cordero in on your correspondence. I will be forwarding him copies of everything you have sent me. In the future, please make sure that Dr. Cordero is copied on everything. I do not intend to be a conduit for information being passed between parties in interest. Until such time as a court determines that he is not a creditor, he is a party in interest: a creditor with a filed claim. I trust that we will not have any problems with this issue hereafter.

I look forward to hearing from you regarding your proposal on getting these documents to myself and Dr. Cordero.

Very truly yours,



George M. Reiber

Gmr/vr

Xc:

Kathleen Dunivin Schmitt, Esq.

✓ Dr. Richard Cordero

David & Mary Ann DeLano

Copies of the letter of June 14th and the documents attached thereto were sent to Dr. Cordero only, along with the Trustee's instant letter.



**BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP**
ATTORNEYS AT LAW

June 16, 2004

VIA FACSIMILE – 224-405-4972

Discover Financial Services
Attention: Law Department
Post Office Box 15251
Wilmington, Delaware 19886-5251

**Re: David G. and Mary Ann DeLano
Account No. 6011-0020-4000-6645**

Dear Sir or Madam:

We are attorneys for David G. and Mary Ann DeLano, on whose behalf we filed a Chapter 13 bankruptcy on January 27, 2004, Case No. 04-20280. The Chapter 13 Trustee has asked us to obtain copies of the last three (3) years of account statement on the Debtors' account. We note your filed claim as above.

Please forward this information to us at your earliest convenience so that we can comply with the Trustee's request.

Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm

2400 Chase Square • Rochester, New York 14604 • 585-232-5300 • FAX: 585-232-3528
7 South Broadway, Suite 300 • White Plains, New York 10601 • 914-682-4006 • FAX: 914-682-8273
60-70 South Main Street, Suite 250 • Canandaigua, New York 14424 • 585-396-0400 • FAX: 585-232-3528
<http://www.boylanbrown.com>

PROCEEDING MEMO-CHAPTER 13 341A MEETING OF CREDITORS

DATE OF MEETING: 6/21/2004

TIME OF MEETING: 1:00 P.M.

IN RE: DELANO, DAVID G
DELANO, MARY ANN

CASE NO.: 04-20280

1. NAME OF ATTORNEY FOR DEBTOR(S): CHRISTOPHER K WERNER, ESQ

2. APPEARANCES:

- DEBTOR(S) APPEARED AND EXAMINED
- ATTORNEY FOR DEBTOR(S)
- CREDITORS:

 Done

3. HEARING CLOSED YES _____ NO

OR
 HEARING ADJOURNED TO:
 _____ AT _____
 (Date) 8/23 (Time) 1:00; 3:30

REASON: _____

NOTES OF PRESIDING OFFICER: _____

GEORGE M REIBER, TRUSTEE

B
 GMR
 TAPE # 062104, SIDE 1
 BEG 129, ENDING 165

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re: David G. DeLano and Mary Ann DeLano

Chapter 13
Case no: 04-20280

**Statement in Opposition
to Trustee’s Motion To Dismiss
the DeLanos’ Petition**

Dr. Richard Cordero, creditor, states the following under penalty of perjury:

1. Last June 15, Chapter 13 Trustee George Reiber, Esq., moved the court to dismiss the above captioned DeLano bankruptcy petition because of Debtor DeLanos’ unreasonable delay in submitting financial documents. Because such delay has been tolerated by the Trustee due to his unwillingness or incapacity to obtain those documents or to know what to do with those received and because there is now evidence that dismissal is contrary to both a trustee’s duty to report reasonable suspicion of wrongdoing and the interests of the creditors, Dr. Cordero opposes such dismissal.

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I. Trustee Reiber has demonstrated unwillingness and incapacity to obtain financial documents from the DeLanos

2. Although in his Objection to Confirmation of March 4, 2004, Dr. Cordero requested of Trustee Reiber financial documents supporting the DeLanos’ petition of January 26, 2004, Dr. Cordero had to insist with the Trustee and with his supervisor, Assistant U.S. Trustee Kathleen Dunivin

Schmitt, for him to do so. Only in his letter of April 20, addressed to the Delano's attorney, Christopher Werner, Esq., did the Trustee request documents.

3. Even so his request was insufficient because, among other things:
 - a) it covered only three years out of the 15 years that the DeLanos brought into play by claiming in Schedule F that their financial difficulties began with their "1990 and prior credit card purchases";
 - b) it concerned only 8 credit cards out of the 18 listed in Schedule F; and
 - c) it failed to request credit bureau reports from each of the three major bureaus, whose reports are complementary and must be read together.
4. Despite the insufficiency of Trustee Reiber's request, no documents were produced. Dr. Cordero had to insist again that the Trustee take further action to obtain them. By letter of May 18, the Trustee lamely asked of Att. Werner: "Please advise me as to the progress that you and your clients have made on obtaining the documents which I requested in my prior letter to you dated April 20, 2004".

II. Trustee Reiber failed to detect even the blatant incompleteness of the documents that he received on June 14, 2004

5. On June 14, the DeLanos submitted meager documents through Att. Werner. Even the most cursory peek at them shows their unjustifiable incompleteness:
 - a) both Equifax reports are missing numbered pages!,
 - b) there is only one single statement for each of the 8 credit cards covered by the request and they are from between July and October 2003!, and
 - c) each of those statements is missing the key section of names of sellers of purchased goods and services, and dates and amounts of purchase.
6. To browse through only 19 pages that you have requested and have been kept waiting to receive for months, would it have taken you more than two to three minutes to realize those defects? Only if your mind went into a spin wondering what conceivable reason could the DeLanos and their attorney have had to submit between 8 and 11 month old credit card statements but not those in between, let alone all the previous ones.
7. A closer check of those documents against the figures in the petition and the court-developed register of claims and creditors matrix points to debt underreporting, account unreporting, and unaccountability of assets in the petition. These grave defects call into question the good faith of the DeLanos' petition. They also support the reasonable inference that the DeLanos have been and are reluctant to submit more documents, let alone the complete set of requested documents, due to their awareness that more documents would only further deny such good faith and warrant an investigation into whether their petition was motivated by a fraudulent intent as part of a bankruptcy fraud scheme.
8. Actually, it was Trustee Reiber's attorney, James Weidman, Esq., the first who ever used the

term fraud in connection with the DeLanos' petition. This he did when he repeatedly asked of Dr. Cordero at the meeting of creditors on March 8, 2004, whether he knew that the DeLanos' had committed fraud and, if so, what evidence of their fraud he had. Dr. Cordero specifically stated that by objecting to the confirmation of the DeLanos' plan of debt repayment he was not accusing them of any fraud, and simply wanted to examine them in the meeting of creditors called precisely to do so. Nevertheless, Att. Weidman reacted in a clearly unlawful and undeniably suspicious way: He put an end to the meeting after Dr. Cordero, the only creditor present, had asked merely two questions!

9. If Att. Weidman was so interested in finding out whether the DeLanos' had committed fraud, why would he not allow Dr. Cordero to ask questions of them? Or was he interested just in finding out how much Dr. Cordero knew? Aside from the fact that it was unlawful for Trustee Reiber not to preside over the meeting of creditors, but given that his attorney was so keen to find out any evidence of fraud in connection with the DeLanos' petition, should Trustee Reiber not have been equally keen? Of course he should have been!

III. Trustee Reiber failed and refused to take appropriate action relating to his request for documents and his receipt of them

10. The Trustee has not been keen enough on the documents submitted to him on June 14, to have looked at them for even two or three minutes. Indeed, in a phone conversation between him and Dr. Cordero on July 6, he as much as admitted to not having as yet reviewed them. Hence, he was not, or pretended not to be, aware of their incompleteness and evidence of wrongdoing.
11. Naturally, if Trustee Reiber were aware of the documents' grave defects, he would be expected to fulfill his obligation to report reasonable suspicion of wrongdoing to law enforcement agencies. Far from it, the Trustee stated that he would not do any such reporting at this time, would maintain his motion to dismiss, and would not subpoena the DeLanos for any documents. What is more, he stated that he does not know whether he has subpoena power and that he has never before used subpoenas!
12. However, Rule 9016 F.R.Bkr.P. makes Rule 45 F.R.Civ.P. applicable in cases under the Code, which provides thus:

Rule 45 Subpoena

(a)(3) The clerk shall issue a subpoena, signed but otherwise in blank, to a party requesting it, who shall complete it before service. An attorney as officer of the court may also issue and sign a subpoena on behalf of

...

(B) a court for a district in which a deposition or production is compelled by the subpoena,...

13. Since Trustee Reiber is a party as well as an attorney, and in any event he has Att. Weidman at his side, the Trustee can issue subpoenas to compel the DeLanos to produce the requested documents. In addition, "any party in interest" can invoke Rule 9016 to compel production of documents under Rule 2004(a) and (c).

14. Therefore, what prevents Trustee Reiber from using subpoenas to compel the DeLanos to produce the requested documents? Nothing except a lack of willingness or incapacity to fulfill his obligation under B.C. §704(4) to “investigate the financial affairs of the debtor” and under B.C. §704(7) to “furnish such information concerning the estate and the estate’s administration as is requested by a party in interest”.
15. Trustee Reiber’s argument that he does not want to use subpoenas because a petition under Chapter 13 is voluntary and the debtor has a right to withdraw his petition at any time is totally without merit: The Trustee himself is the one intent on accomplishing the same result through his motion to dismiss. There would have been no appreciable extra work in issuing by subpoena his request to the DeLanos for documents contained in his letter of April 20. On the contrary, he would have spared himself the need to send his letter of May 18.
16. The fact is that no progress has been made, for even when some documents were submitted to him on June 14, Trustee Reiber was not willing or able to realize the inescapable minimum of missing pages and sections and mind-boggling dates. Therefore, how would he ever know what he still needs to request if he is not aware of what he already received? What would he do with hundreds of pages of documents covering the last three years, let alone the past 15 years, if he does not know what to do with 19 pages? He who cannot do the least cannot do the most.

IV. If Trustee Reiber had analyzed the petition on its own as well as against the documents received on June 14, he would have realized its questionable good faith, the evidence of wrongdoing, and the need to report it

17. Judge for yourself from the following salient figures and circumstances whether Trustee Reiber, just as Att. Weidman, has had reason to suspect the petition’s good faith:
 - a) Mr. DeLano has been *a bank officer for 15 years!*, or rather more precisely, a **loan** bank officer, whose daily work must include ascertaining the creditworthiness of loan applicants and their ability to repay the loan over its life. He is still in good standing with, and employed in that capacity by, a major bank, namely, Manufacturers and Traders Trust Bank (M&T Bank). As an expert in the matter of remaining solvent, whose conduct must be held up to scrutiny against a higher standard of reasonableness, he had to know better than to do the following together with Mrs. DeLano, who until recently worked for Xerox as a specialist in one of its machines.
 - b) The DeLanos incurred scores of thousands of dollars in credit card debt;
 - c) carried it at the average interest rate of 16% or the delinquent rate of over 23% for over 10 years;
 - d) during which they were late in their monthly payments at least 232 times documented by even the Equifax credit bureau reports of April and May 2004, submitted incomplete;
 - e) have ended up owing \$98,092 to 18 credit card issuers listed in Schedule F;
 - f) owe also a mortgage of \$77,084;
 - g) have near the end of their work life equity in their house of only \$21,415;
 - h) declared these earnings in just the last three years:

2001	2002	2003	total
\$91,229	91,655	108,586	\$291,470

- i) yet claim that after a lifetime of work they have only \$2,910 worth of household goods!;
- j) their cash in hand or on account declared in their petition was only \$535.50;
- k) the rest of their tangible personal property is just two cars worth \$6,500;
- l) claim as exempt \$59,000 in a retirement account and \$96,111.07 in a 401-k account;
- m) make a \$10,000 loan to their son and declare it uncollectible;
- n) but offer to repay only 22 cents on the dollar without interest for just 3 years;
- o) refused for months to submit any credit card statement covering any length of time ‘because the DeLanos do not maintain credit card statements dating back more than 10 years in their records and doubt that those statements are available from even the credit card companies’;
- p) however, the DeLanos:
 - (1) must still receive the monthly statement from each of the 18 credit card issuers in Schedule F, given that on April 16, Att. Werner, their lawyer, stated to the court: “Debtors have maintained the minimum payments on those obligations”;
 - (2) must have consulted in January 2004, such statements to provide in Schedule F the numbers of their accounts with those issuers and their addresses; and
 - (3) must know –Loan Officer DeLano must no doubt be presumed to know- that they have an obligation to keep financial documents for a certain number of years;
- q) despite Dr. Cordero’s requests for financial documents of March 4 and 30, April 23, and May 23, and the Trustee’s of April 20 and May 18, the DeLanos provided only some financial documents on June 14, so late that the Trustee moved on June 15 for dismissal for “unreasonable delay”, and what they did provide is incomplete and incriminatory:
 - (1) only one statement of each of only 8 credit card accounts out of 18 in Schedule F,
 - (2) those statements are missing the section showing from which seller of goods and services a purchase was made, for what amount and on what date, which is indispensable information to establish the timeline of debt accumulation and its nature;
 - (3) the statements are not even the latest ones of May and June 2004, but rather are of between July and October 2003! Why would the DeLanos ever do such thing?!
 - (4) the credit bureau report submitted for Mr. DeLano and the one for Mrs. DeLano are from only one bureau, namely, Equifax, even though the DeLanos must know that none of the reports of even the other two major bureaus, that is, Trans Union and Experian, is exhaustive by including all accounts or up to date as to each account, but rather the reports of the three bureaus are complementary;
 - (5) worse yet, the Equifax reports submitted are missing pages, even pages that must contain information on accounts, such as outstanding balance and payment history;
 - (6) the figures in the three IRS 1040 forms for 2001, 2002, and 2003 do not coincide with the information on earnings in the DeLanos’ bankruptcy petition of January 26, 2004.

18. A comparison between those credit card statements, the Equifax reports, the bankruptcy

petition, and the court-developed claims register and creditors matrix calls into question the petition's good faith by revealing debt underreporting, accounts unreporting, and substantial non-accountability for massive amounts of earned and borrowed money.

19. Indeed, in Schedule F the DeLanos claimed that their financial difficulties began with "1990 and prior credit card purchases". Thereby they opened the door for questions covering the period between then and now. Until they provide tax returns that go that far, let's assume that in 1989 the combined income of him and his wife, a Xerox specialist, was \$50,000. Last year, 15 years later, it was over \$108,000. So let's assume further that their average annual income was \$75,000. In 15 years they earned \$1,125,000...but they allege to end up with tangible property worth only \$9,945 and home equity of merely \$21,415! This does not take into account what they owned before 1989, let alone their credit card borrowing and two loans totaling \$118,000. Where did the money go? Where is it now? Mr. DeLano is 62 and Mrs. DeLano is 59. What kind of retirement have they been planning for and where?
20. Did Mr. DeLano put his knowledge and experience as a bank loan officer to good use in living it up with his family and closing down all collection activity of 18 credit card issuers by filing for bankruptcy? How could Mr. DeLano, despite his many years in banking during which he must have examined many loan applicants' financial documents, have thought that it would be deemed in good faith to submit such objectively incomplete documents? Did he have any reason to expect Trustee Reiber not to analyze them?
21. Have Trustee Reiber and Att. Weidman asked themselves that question? Did they ever scan the figures in the January 26 petition to get a hint on whether they made sense? How did they ascertain the timeline of debt accumulation and its nature when they readied the petition for confirmation by the court on March 8, if they had not yet even requested the documents that eventually were submitted to the Trustee on June 14? Or was it that to ask any questions and request any supporting documents they were simply too busy with their other *3,909 open* cases, according to Pacer, as well as with the rolling in of new ones? Were they also too busy to defend the interests of the creditors left holding bags of worthless IOUs, including federal tax authorities, when they approved the DeLanos' plan to repay them only 22¢ on the dollar?

V. The U.S. Trustees and the court must take notice of Trustee Reiber's ineffective and halfhearted effort to "investigate" the DeLanos and replace him

22. There is now circumstantial and documentary evidence supporting reasonable suspicion of wrongdoing in the DeLano's petition. Is Trustee Reiber's unwillingness and incapacity to perform his role part of the problem?
23. One can only hope that Assistant U.S. Trustee Kathleen Schmitt and U.S. Trustee for Region 2 Deirdre Martini recognize that a trustee intent on properly performing his role as representative of the estate for the benefit of the creditors would use all the means at his disposal, such as subpoenas, so clearly available to him. Similarly, a trustee determined to safeguard the integrity of the bankruptcy system would fulfill his obligation to report reasonable suspicion of wrongdoing, including bankruptcy fraud, to law enforcement agencies. Such trustee would not open the easy way out of dismissal for petitioners who may have refused to comply with a request for documents because of their incriminating content. To do so would send the wrong message to the public, namely, that they can always try to escape their debts by filing totally

meritless and even fraudulent petitions because if they are about to be caught, the trustee will let them “off the hook” by applying on their behalf for the dismissal of their cases.

24. Yet, Trustees Schmitt and Martini have allowed Trustee Reiber to hold on to this case despite Dr. Cordero’s reasoned request of March 30 for his replacement. Now, the U.S. Trustees must take notice of the Trustee’s ineffective and substandard effort to “investigate” the DeLanos.
25. They must not disregard any longer his obvious conflict of interest between, on the one hand, the fact that he and his attorney approved and readied the DeLanos’ petition for confirmation on March 8, 2004, and vouched in open court on that date for its good faith despite never having requested or obtained any supporting financial documents, and on the other hand, the fact that the Trustee is being required to comply with his legal obligation to investigate the DeLanos by requesting, obtaining, and analyzing such documents, which can show that the petition that he so approved and readied is in fact a vehicle of fraud to avoid payment of claims.
26. If Trustee Reiber made such a negative showing, he would indict his own and his agent-attorney’s working methods, good judgment, and motives. That could have devastating consequences. To begin with, if a case not only meritless, but also as patently suspicious as the DeLanos’ passed muster with both Trustee Reiber and his attorney, what about the Trustee’s myriad other cases? Answering this question would trigger a check of at least randomly chosen cases, which could lead to his and his agent-attorney’s suspension and removal. It is reasonable to assume that the Trustee would prefer to avoid such consequences. To that end, he would steer his investigation to the foregone conclusion that the petition was filed in good faith. Thereby he would have turned the “investigation” from its inception into a sham!
27. But more is riding on this. The fact is that an independent investigation that discovered more DeLano-like cases would inevitably lead to questioning the kind of supervision that the Trustee and his attorney have been receiving from U.S. Trustees Schmitt and Martini. The next logical question would be what kind of oversight the bankruptcy and district courts have been exercising over petitions submitted to them, in particular, and the bankruptcy process, in general.
28. What were they all thinking!? Whatever it was, from their perspective now their best self-protection is not to set in motion an investigative process that can spin out of control and end up crushing them. However, their failure to treat the DeLano petition as a test case to be investigated openly and independently will further undermine the integrity of the judicial system and the public trust in it. It will also confirm the worst fears about them and would only buy them time to dig themselves further into a hole. The time is now for them to cut their losses.

VI. Relief Requested

29. Therefore, Dr. Cordero respectfully requests that:
30. The motion to dismiss the DeLanos’ bankruptcy petition be denied;
31. The DeLanos be ordered to submit to the court the following financial documents:
 - a) financial documents relating to transactions with institutions
 - (1) types of documents:
 - (a) monthly statements of credit or debit cards, whether the issuers are financial institutions or sellers of goods or services, with all the statements’ parts and

- without redaction, including the names of the entities from whom purchase of goods or services was made and the amount and date of the purchase;
- (b) monthly bank statements, with all their parts and without redaction;
 - (c) credit bureau reports, with all their pages; from Equifax, Trans Union, and Experian;
 - (d) copies of their tax filings with the IRS, including 1040 forms;
 - (e) copies of all instruments attesting to an interest in ownership or the right to the enjoyment of real estate, mobile homes, or caravans, whether in the State of New York or elsewhere;
- (2) period of coverage: from the present, that is, the day of fulfillment of the order, to January 1, 1989;
- (3) status of account: whether open or closed;
- (4) holder of account or interest: whether in both or either of their names, or entities whom they control, such as their children, relatives, friends, tenants, their attorney or representative, or holders of trusts for them;
- (5) deadline for submission:
- (a) for documents **in their possession**, whether in their principal or secondary residence, a storage facility, a safe box, or the place of an entity under their control;
 - i) 4:30 p.m. on Tuesday, July 20, 2004, which is the day following the return day of the dismissal motion;
 - (b) for documents **not in their possession**:
 - i) by 5:00 p.m. on Friday, July 23, 2004, for the DeLanos:
 - (A) to have issued, through their attorney, subpoenas, returnable within 30 days of issuance, to each entity –which includes a person or an institution- that can reasonably be assumed to have possession of the documents described in ¶31.a)(1) above and that could not be produced pursuant to ¶31.a)(5)(a) above, and
 - (B) to have mailed each with a signature confirmation slip;
 - ii) by 4:30 p.m. on Monday, July 26, 2004, to have submitted to the court an affidavit attesting to their compliance with the order in ¶31.a)(5)(b)i) above, and containing:
 - (A) a complete list of names of all entities and their addresses to whom the subpoenas were issued; a description of the documents requested; the account or transaction numbers to which they relate; and the entities' phone numbers; and
 - (B) a photocopy of all the signature confirmation receipts concerning the subpoenas mailed, clearly indicating their signature confirmation number, which is their tracking number, and the postmark.
- b) All financial documents relating to the **loan to their son** referred to in Schedule B:
- (1) The DeLanos' withdrawal order, addressed to the entity from which the DeLanos

obtained the funds to be lent to their son, such as a cancelled check or the back-and-front photocopy thereof made by the paying entity;

- (2) The instrument used to transfer the funds to the son, such as a cancelled personal or cashier's check, or the instrument's back-and-front photocopy made by the paying entity;
- (3) The statement from the paying entity showing the amount withdrawn by the DeLanos for the loan to their son and the date of payment;
- (4) The contract or promissory note between either or both the DeLanos and their son, or an acknowledgment of receipt of the funds by the son;
- (5) An affidavit by the DeLanos attesting to the following:
 - (a) disbursement of the loan to their son,
 - (b) amount of the loan,
 - (c) description of the lending instrument used and its date or the terms of the verbal agreement concerning the loan,
 - (d) date of payment,
 - (e) intended purpose of the loan and the actual use of the funds lent,
 - (f) date and amount of any repayment installment,
 - (g) outstanding balance, and
 - (h) current arrangement for repayment;
- (6) affidavit by their son attesting to:
 - (a) his receipt of a loan from the DeLanos; and
 - (b) the information as in ¶31.b(5)(b)-(h) above;
- (7) dateline for submission
 - (a) 4:30 p.m. on Tuesday, July 20, 2004, for all such documents in the DeLanos' possession;
 - (b) 4:30 p.m. on Monday, July 26, 2004, for their affidavit; and
 - (c) as provided for in ¶31.a(5)(b) above, for documents not in their possession;

32. the court acknowledge and take action with respect to Trustee Reiber as follows:

- a) Trustee Reiber's inherent conflict of interest between having vouched for the petition's good faith and having to investigate whether it was submitted with a fraudulent intent;
- b) Trustee Reiber's failure up to now, and his inability due to his conflict of interests, to represent the creditors and defend their interests;
- c) Trustee Reiber's substandard efforts and inefficiency in requesting and obtaining financial documents from the DeLanos, including his failure to realize the insufficiency of those requested and his reluctance to request them through subpoenas;
- d) Trustee Reiber's unwillingness or incapacity to analyze financial documents generally or those of the DeLanos specifically, including his failure to detect the obvious incompleteness and defects of those received on June 14, 2004;and
- e) the court, in light of such unwillingness and incapacity,

(1) recommend to the U.S. Trustees that Trustee Reiber be replaced in the DeLano case

by an independent trustee, unrelated to Trustee Reiber and the DeLanos, and capable of conducting a competent, objective, and zealous investigation of this case;

(2) require that Trustee Reiber and/or the DeLanos at their expense:

(a) make the documents submitted to the court pursuant to its order also publicly available through Pacer and, if that is not possible,

(b) make a photocopy of those documents and send it to Dr. Cordero;

33. the court make a simultaneous referral of this case to the FBI for a concurrent investigation aimed at determining whether there has been fraud in connection with the DeLanos' bankruptcy petition and, if so, who is involved and to what extent;
34. the court allow Dr. Cordero to present his arguments by phone and that the court not cut off the phone connection to him until after the court declares the hearing concluded and that thereafter no other oral communication between the court and a party be allowed on this case until the next scheduled event;
35. the court reply to Dr. Cordero's motion of March 31, 2004, for a declaration of the mode of computing the timeliness of an objection to a claim of exemptions and for a written statement on and of local practice.

July 9, 2004

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