

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007; telephone: (212)857-8500

MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v. _____

Motion: suggesting en banc consideration of the 3 denials of the motions for document production; and if denied, for the Court to disqualify itself due to conflict of interests and refer the case to Att. Gen. under 18 U.S.C. §3057(a)

Relief sought: That the Court:

- a) order the production to the Court and the parties of all documents necessary to determine all the facts in DeLano and Pfuntner... b) after production of all necessary documents, allow the parties time to file supplemental briefs; c) if production of documents is denied: 1) declare null and void as tainted by partiality... 2) refer both cases under 18 U.S.C. §3057(a) to U.S. AG Alberto Gonzales... 3) disqualify itself from both cases. d) In the alternative, far from remanding this case and Dr. Cordero to the wrongdoing courts below... e) Provide Dr. Cordero with all other relief that is just and proper...

MOVING PARTY: Dr. Richard Cordero
Creditor-Appellant
59 Crescent Street, Brooklyn, NY 11208-1515
tel. (718) 827-9521; CorderoRic@yahoo.com
MOVING ATTORNEY: Pro se

OPPOSING PARTY: David and Mary Ann DeLano
OPPOSING ATTORNEY: Devin L. Palmer, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
2400 Chase Square, Rochester, NY 14604
tel. (585)232-5300; fax (585)232-3528

Court-Judge/Agency appealed from: U.S. District Court, WDNY, U.S. District Judge David G. Larimer

Has consent of opposing counsel:
A. been sought? No B. been obtained? _____

Is oral argument requested? Yes Is its date set? No
Requested return date for this motion: August 13, 2007

Signature of Moving Attorney:
Dr. Richard Cordero

Has service been effected? Yes
Proof of service is attached hereto.
Date: July 18, 2007

ORDER

IT IS HEREBY ORDERED THAT the motion is GRANTED DENIED.

FOR THE COURT: CATHERINE O'HAGAN WOLFE, Clerk of Court

Date: _____

By: _____

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UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

06-4780-bk

Dr. Richard Cordero

Appellant and creditor

MOTION

**suggesting en banc consideration
of the 3 denials of the motions for document production;
and if denied, for the Court to disqualify itself
due to conflict of interests and
refer the case to the Attorney General
under 18 U.S.C. §3057(a)**

v.

David DeLano and Mary Ann DeLano

Respondents and debtors in bankruptcy

from *Cordero v. DeLano*, 05-6190L, WDNY

Creditor-Appellant Dr. Richard Cordero affirms under penalty of perjury as follows:

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- I. Statement of facts showing a series of acts so consistently in favor of the insiders of the bankruptcy system and so blatantly in disregard of the rule of law as to constitute a pattern of intentional and coordinated wrongdoing to further a bankruptcy fraud scheme supported or tolerated by federal judges..... 1947

Part B. Memorandum of Law

- II. This Court has denied thrice *every single document* that it was requested to order debtors and trustees to produce, thus failing to get the facts to which to apply the law, which is a denial of due process, as is thereby covering up the debtors’ concealment of \$673,657 and its peers’ involvement in the bankruptcy fraud scheme, which the Court’s members have known about for years but tolerated with culpable indifference 1957

III. The conflict of interests of the Court and its members is between their due process duty to learn the facts of the case, which requires that they reverse the denials of *every single document* requested; and self-preservation, which calls for all to be kept suppressed lest they expose their peers below, who in plea bargaining could trade up by incriminating them in having supported or tolerated the bankruptcy fraud scheme1963

IV. The standard for judicial disqualification is an objective one that asks whether a reasonable person would question the impartiality of judges if he or she knew that the they have a conflict of interests between performing their duty and avoiding self-incrimination 1968

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1. The motion for production of documents raised by Dr. Richard Cordero on December 19, 2006 was denied on January 24, 2007 (SApp:1623) and on February 1, 2007 (SApp:1634); and his motion for its reconsideration of February 15 (SApp:1637-1654) was denied on March 5, 2007 (SApp:1678). They are reproduced as exhibits below. (CA:1977/Table of Exhibits)
2. The hearing en banc of this motion is necessary to determine an issue whose importance exceeds the bounds of this case, that is, whether by denying thrice *every single document* that it was requested to order bankruptcy debtors and trustees to produce, this Court intentionally deprives itself of the source of facts to perform both its due process duty to apply the law to the facts of the concrete controversy that it must determine, and its supervisory duty to ensure the integrity of judicial process in this Circuit, and does so for the same purpose for which the

District and the Bankruptcy Courts below denied *every single document* requested, namely, to cover up its support or toleration of a bankruptcy fraud scheme and thus avoid being incriminated in coordinated judicial wrongdoing; whereby the Court has a conflict of interests between its due process duties and its self-preservation, which it must resolve either by ordering the production of the documents or by disqualifying itself and referring the case to the U.S. Attorney General for investigation under 18 U.S.C. §3057(a); whatever the Court does will have precedential value, for it will reveal its true attitude toward the rule of law as well as the moral character of its members, who took an oath to uphold it.

Part A. Factual Affidavit

- I. Statement of facts showing a series of acts so consistently in favor of the insiders of the bankruptcy system and so blatantly in disregard of the rule of law as to constitute a pattern of intentional and coordinated wrongdoing to further a bankruptcy fraud scheme supported or tolerated by federal judges**
3. This statement of facts is founded on documentary evidence and an undisputed account of events. (CA:1725§VII, 1811) They show the following:
4. Appellee David DeLano commenced this case by filing together with Wife Mary Ann a petition for bankruptcy relief from their debts in January 2004 (D:23-60). He was at the time a 39-year veteran of the banking and financing industries and continued after the filing to work for M&T Bank precisely as a bankruptcy officer. He and Mrs. DeLano, a Xerox technician, declared in the Schedules A-J, the

Statement of Financial Affairs, and the Plan for Debt Repayment accompanying the petition (collectively referred to herein as the petition):

- a) that they had in cash and on account only \$535 (D:31/Sch.B), although they declared that their excess income after subtracting from their monthly income their monthly expenses was \$1,940 (D:45/Sch.J); and that in just the three fiscal years preceding their bankruptcy filing they had earned \$291,470 (D:47; 2001-03 1040 IRS forms at D:186-188). The whereabouts of their earnings are to date unknown because the DeLanos have been spared the duty to account for them as part of the cover up by the trustees and the judges.
- b) that they owed \$98,092 on 18 credit cards (D:38/Sch.F), while they valued their household goods at only \$2,810 (D:31/Sch.B), less than their \$3,880 excess income in only two months and less than even 1% of the \$291,470 that they had earned in the previous three years! Even couples in urban ghettos end up with goods in their homes of greater value after having accumulated them over their worklives of more than 30 years.
- c) that their only real property was their home, appraised two months before their filing at \$98,500, as to which their mortgage was still \$77,084 and their equity only \$21,416 (D:30/Sch.A)...after making mortgage payments for 30 years! and having received during that period at least \$382,187 through a string of eight known mortgages! (D:341-354) *Mind-boggling!* For each of

those mortgages they had to pay closing costs. For example, just for the last known mortgage they had to pay \$3,444 (D:351, 354/1400 & 1602) Would this Court want to be known as the one that believed that a career banker and bankruptcy officer would waste on closing costs for eight mortgages more money than the equity he ended up with in his only declared real property? If not, this Court must find out where the proceeds of the eight mortgages went and where they are now; otherwise, it aids and abets the bankruptcy fraud scheme and its cover up by the its peers below and the trustees.

5. This 39-year veteran banker and his wife were assisted in their filing by Christopher K. Werner, Esq., a lawyer for 28 years and partner in his firm, who according to PACER had appeared in 525 cases before Bankruptcy Judge John C. Ninfo, II, the judge at WBNY assigned to the case, one of the 3,907 *open* cases that according to PACER Chapter 13 Trustee George M. Reiber had likewise brought before Judge Ninfo. Thus, with the assistance of these insiders of the bankruptcy system, the DeLanos sought to offload 78% of their debts (D:59) in preparation for traveling light into their golden retirement.
6. With overconfidence born of a long-standing practice, the DeLanos felt that they could make such incongruous, implausible, and suspicious declarations in the schedules and that neither the insiders would discharge their duty nor the creditors exercise their right to require that bankrupts prove their petition's good faith by

providing supporting documents. Moreover, they had spread their debts thin enough among their 20 institutional creditors to ensure that the latter would find a write-off more cost-effective than litigation to challenge the bankruptcy petition. So they assumed that the sole individual creditor, Dr. Cordero, who in addition lives hundreds of miles from the court, would not be willing or able to afford to challenge their good faith either (CA:1729§1), particularly since they had been the ones who took the initiative to include him among their creditors (D:40).

7. Hence, the DeLanos were expecting a pro forma meeting of creditors (11 U.S.C. §341; D:23) at which no creditor would show up so that Trustee Reiber would merely rubberstamp their debt repayment plan and get it ready for confirmation later that afternoon by Judge Ninfo. So much so that in violation of his duty under C.F.R. §58.6(a)(10) to conduct the meeting personally, Trustee Reiber had his attorney, James W. Weidman, Esq., conduct it right there in a room of the office of his supervisor, Assistant U.S. Trustee Kathleen Dunivin Schmitt. She knew and tolerated that violation...and how many others?

8. In fact, none of the 21 creditors showed up, except for Dr. Cordero. (D:68, 69) Hardly had he finished identifying himself and handing in a copy of his written objections to the confirmation of the DeLanos' plan (D:63), when Att. Weidman unjustifiably asked him whether and, if so, how much he knew about the DeLanos' having committed fraud. Dr. Cordero would not reveal what he knew.

Rather than risk allowing the DeLanos to incriminate themselves or commit perjury while being examined under oath, as §343 requires, and having their answers officially recorded on tape, Mr. Weidman protected them by putting an end to the meeting after Dr. Cordero had asked only two questions! (D:79§§I-III; Add:889§II) That afternoon at the confirmation hearing before Judge Ninfo, Trustee Reiber ratified Mr. Weidman's conduct. Dr. Cordero objected thereto, but the Judge excused them as merely engaging in "local practice", thus disregarding the requirements of law of the land of Congress. (D:98§II; SApp:1659 4th para. et seq.; D:362§2; Add:891§III)

9. This blatant conduct revealed coordination. Its purpose was twofold: First, to protect the DeLanos from being exposed as bankruptcy fraudsters or becoming perjurers, and second, to protect others from being incriminated by them (D:379§3), for all of them were in on it: They were participants in a bankruptcy fraud scheme. (D:458§V; Add:621§1) This incident so convincingly revealed the scheme's existence and its participants' coordination because Dr. Cordero's attendance at the meeting was totally unexpected, not to mention the litigation that followed. (D:54/5.d) Caught by surprise, they had to scramble to improvise and in so doing, blew their cover and unwittingly confirmed the suspicion raised by the incongruous and implausible bankruptcy petition.
10. From then on, Dr. Cordero kept insisting that Trustees Reiber and Schmitt

comply with their duty under 11 U.S.C. §704(4) and (7) to investigate the DeLanos and obtain the documents supporting their declarations in the petition. Yet Trustee Reiber, who is supposed to represent the creditors' interests (D:79§1), and Trustee Schmitt (84§IV), tried to prevent Dr. Cordero from even meeting with the DeLanos (D:74, 111, 112, 141).

11. For six months, the DeLanos and Trustee Reiber treated Dr. Cordero as a creditor as they tried to wear him down, with neither the Trustee investigating them nor they producing but a trickle of documents. Even documents as obviously pertinent to prove the good or bad faith of any debtors' petition as their bank account statements were never produced. The few made available (D:165-188) Dr. Cordero analyzed in light of the petition. In a written statement, he showed that the DeLanos had committed bankruptcy fraud through concealment of assets, a violation of 18 U.S.C. §152(1). He filed his statement with Judge Ninfo in July 2004. (D:193)

12. Only then did the DeLanos move to disallow his claim. (D:218) Yet, that was the claim that *they* had included in their petition (D:40) and that Mr. DeLano had known as a third party claim for almost two years (D:142, 259) in the context of another case before Judge Ninfo, *Pfuntner v. Trustee Kenneth Gordon et al.*, 02-2230, WBNY (CA:1977/Table of Cases, below), in which he and Dr. Cordero were defendants and from which an appeal was taken to this Court, where it was filed on

May 2, 2003, sub nom. *In re Premier Van et al.*, 03-5023, CA2. (id.; Add:592§IV)

13. Judge Ninfo ordered an evidentiary hearing for the DeLanos' motion to disallow (D:279, 332). In preparation for it, Dr. Cordero requested documents (D:287), only for the DeLanos (D:313, 314) and the Judge (D:317, 325, 327; Transcript=Tr:188/7-189/21) to deny him *every single document*. Then Judge Ninfo eliminated Dr. Cordero from the case in a sham evidentiary hearing by disallowing his claim against Mr. DeLano after expressly and arbitrarily disregarding the latter's testimony that he, as a bankruptcy officer protecting from further loss M&T Bank's security interest in the storage containers bought with a loan by its bankrupt client, Premier Van Lines, had mishandled the disposal of such containers and misrepresented to Dr. Cordero the whereabouts of those holding his stored property, thus causing him compensable harm. (Pst:1281§d; CA:1732§2)
14. This sham evidentiary hearing showed that the motion to disallow had been an artifice to prevent Dr. Cordero from obtaining the documents proving that the DeLanos' had concealed assets through their coordination with the trustees, the judges, and other court officers in a bankruptcy fraud scheme. To compound it, they have intentionally tried to deceive the appellate courts by pretending that what was held was a trial (D:5, 14 1st¶; SApp:1503 2nd¶; Pst:1376; CA:1813 1st¶) although they know it was the evidentiary hearing of the disallowance motion for the purpose of conducting discovery and introducing evidence (D:4 2nd¶; Tr:1st

page, 3/3-4, 72/12-13, 85/17-23, 87/9-14, 88/19-22, 119/15, 123/19-21, 124/24-125/3, 131/20-24, 132/5-8, 136/14-23, 146/8-18, 151/9-18, 166/23-24, 180/5-8, 22-23; Pst:1290§g). Hence, despite their bad faith faulting of Dr. Cordero for not submitting a “Pretrial Memorandum of Law”, none was required by any rule, or requested by Judge Ninfo, or submitted by the DeLanos. (Pst:1292§h)

15. For his part, District Judge David G. Larimer also denied Dr. Cordero *every single document* that he requested. (Add:951, 1022) Yet, those documents were directly relevant to the issues on appeal, inter alia, whether the DeLanos’ petition was fraudulent and part of the scheme, whereby it was a nullity, incapable of discharging their debts, and whether the DeLanos had raised, and Judge Ninfo granted, the motion to disallow the claim of Dr. Cordero to eliminate him before he could obtain evidence incriminating them in the scheme. (Add:690, 691) Through his denial, Judge Larimer covered up the scheme and validated the DeLanos’ process-abusive artifice of the motion and Peer Ninfo’s sham evidentiary hearing where it was granted.

16. This explains why Judge Larimer attempted to deprive Dr. Cordero of the evidentiary hearing transcript: It shows Judge Ninfo performing as the biased Advocate in Chief for the DeLanos rather than a neutral arbiter between litigants (Pst:1288§e, 1292§h), even allowing that while Dr. Cordero was examining Mr. DeLano on the stand the latter’s attorneys signaled answers to him on three occasions!

(Pst:1289§f) One of them, Michael Beyma, Esq., is a partner in the same law firm of which Judge Ninfo was a partner at the time of taking the bench. (Add 636)

17. To suppress such an incriminating transcript, Judge Larimer repeatedly violated FRBkrP 8006 and 8007 (SApp:1686) by scheduling Dr. Cordero's appellate brief before Bankruptcy Court Reporter Mary Dianetti had even responded to his request for the transcript. (Add:681, 686, 692, 695, 831, 836, 839) She did not file the transcript until seven months later! (Add:1071; CA:1735§B), one of dismal quality (Pst:1266¶26) that begs the question whether she had expected since before the evidentiary hearing not to have to file any transcript at all (Add:911).
18. Then Judge Larimer cobbled together a conclusory decision in which he did not even acknowledge the issues presented by Dr. Cordero, made not a single reference to his brief to the point of not mentioning once the terms 'fraud' or 'fraudulent', and indulged in the astonishingly dumb circular logic that for the reasons stated by Judge Ninfo there was no reason to overturn Judge Ninfo's decision! (SApp:1503; CA:1752§3)
19. By not even reading the brief of Dr. Cordero, let alone the transcript, denying *every single document* requested, and deciding the appeal in self-interest to protect his coordination with Judge Ninfo in the bankruptcy fraud scheme, Judge Larimer denied Dr. Cordero a hearing and thus due process of law. If one of your law clerks wrote for you a memo of the substandard quality of any of Judge

Larimer's decisions (Add:692, 831, 839, 991, 1019, 1021, 1092, 1155, 1214; SApp:1550), would you keep or fire him or her on the spot?

20. Revealing how unavoidably incriminating are the documents requested by Dr. Cordero, to oppose their production, including that of their bank account statements, the DeLanos, with Trustee Reiber's recommendation (Add:871-875, 937-938; Pst:1175) and Judge Ninfo's approval (Add:942), were allowed to pay their attorneys legal fees in the amount of \$27,953. Since then and rather than produce those documents, they still "continue to incur attorneys' fees" (SApp:1628¶¶4, 10, 1645§1, 1814 lines 1-2, 1824 2nd¶; CA:1924§V). Would their attorneys have provided them with \$27,953 worth of legal services and 'continue to do so' if they believed the declaration of the DeLanos, let alone knew it to be "true and correct" (D:28) as preparers and certifiers of their petition (D:54/a-b) "after an inquiry reasonable under the circumstances" (FRBkrP 9011(b)), that they only had \$535 in cash and on account (D:31)?
21. The DeLanos' starvation-bordering declaration cannot be believed by an impartial person with common sense who dutifully exercises it to evaluate the evidence of the documents available and the conduct of the parties. That evidence undeniably shows that the DeLanos' declared income of \$291,470 and their receipt of \$382,187 through a string of eight known mortgages still remain unaccounted for: concealed known assets worth at least \$673,657! (SApp:1654, below)

Part B. Memorandum of Law

II. This Court has denied thrice *every single document* that it was requested to order debtors and trustees to produce, thus failing to get the facts to which to apply the law, which is a denial of due process, as is thereby covering up the debtors' concealment of \$673,657 and its peers' involvement in the bankruptcy fraud scheme, which the Court's members have known about for years but tolerated with culpable indifference

22. The purpose of discovery after the adoption of FRCivP 26-37 is to prevent proceedings to be “carried on in the dark. The way is now clear for the parties to obtain the fullest possible knowledge of the issues and facts before trial”, *Hickman v. Taylor*, 329 U.S. 495, 500, 67 S.Ct. 385, 388, 91 L.Ed. 451 (1947). Judges Ninfo and Larimer had the duty under FRBkrP 9014(c) and 7026 and FRCivP 26(b)(1) to allow “discovery regarding any matter, not privileged, that is relevant to the claim or defense of any party...[even though it may] not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence”. The production of the documents requested by Dr. Cordero was warranted not only because he was exercising his right to discovery under FRBkrP 9014(c), 7034, and FRCivP 34, but also because he had the right under 11 U.S.C. §704(a) (4) and (7) to request the trustee “to investigate the financial affairs of the debtor”. What is more, the judges themselves had a duty under 11 U.S.C. §1325(a)(3) to request those documents in order to ascertain through them whether the DeLano Debtors had petitioned for bankruptcy relief “in

good faith and not by any means forbidden by law”.

23. The documents requested met the relevancy test under FRE 401 since they contain “evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence”. “The standard of probability under the rules” (Advisory Committee Note, 1972 Proposed Rules, under Rule 401) was amply satisfied here because the particularity with which fraud had been pled (FRBkrP 9014(c), 7009; FRCivP 9(b); D:63, 75, 79§I, 498/25, 98§A, 196§IV, 320¶13; Add:690, 953; Pst:1259¶9; SApp:1640§A, below) established the tendency of those documents both to disprove the DeLanos’ claim that Dr. Cordero was not a creditor with a valid claim against Mr. DeLano (D:218) and to prove Dr. Cordero’s defense that their motion to disallow his claim was already barred by laches and had been raised in bad faith as an artifice to eliminate him from the case before he could prove precisely through those documents that they had concealed assets from their creditors and participated in a bankruptcy fraud scheme. (D:253:V-VII) Since “encouraging full disclosure of all evidence that might conceivably be relevant ...represents the cornerstone of our administration of civil justice”, *Martindell v. Int'l Tel.& Tel. Corp.*, 594 F.2d 291, 295 (2d Cir. 1979), those documents should have been ordered produced to establish such claim and defense upon the solid basis of proven facts and determine the central issue of fraud with certainty.

24. “[I]n the Second Circuit, "this obviously broad rule [FRCP 26(b)(1), ¶22 above] is liberally construed”, *Daval Steel Prods. v. M/V Fakredine*, 951 F.2d 1357, 1367 (2d Cir. 1991) and “[d]iscovery is normally allowed into any matter that bears upon the issues or reasonably could lead to relevant information,” *Kimbro v. I.C. System, Inc.*, No. 3:01CV1676, 2002 U.S. Dist. LEXIS 14599, at *2 (D. Conn. Jul. 22, 2002) To abide by its own view of discovery, this Court should have ordered the production of the documents requested so as to cure the unlawful deprivation by the lower courts of Dr. Cordero’s right of discovery. Instead, the Court too thrice denied *every single document* requested. (¶1 above)
25. Now that all the briefs in this appeal have been filed, one can affirm that by refusing to order those documents produced, the Court has chosen **(1)** to get rid of the appeal through willful ignorance of the facts of the case; **(2)** to disregard its supervisory duty to ensure judicial integrity in the administration of justice for the benefit of the litigants in this case and the public in this Circuit; **(3)** to support or tolerate the same scheme supported or tolerated by its peers below and **(4)** to enable the DeLanos’ continued concealment of at least \$673,657 (SApp:1654, below) ...just one of the thousands of cases in the hands of the schemers (¶5 above). On all four counts, the Court has denied due process of law to Dr. Cordero and the public.
26. Indeed, “[t]he fundamental requisite of due process of law is the opportunity to be heard”, *Grannis v. Ordean*, 234 U.S 385, 394 (1914). The Court hears the parties

to a controversy before it, not only at oral argument, but also through their briefs and the documentary evidence that they offer. Through the latter, the parties buttress the probability that the Court may deem their respective claims and defenses to be factual and thereby their arguments in favor of their interests in property, liberty, and life to be convincing at law. With the knowledge of all the facts evidenced by the parties, the Court can proceed, not to expound a piece of legislation in the abstract, but rather to apply its provisions to the concrete controversy before it and determine which of the competing interests is entitled to protection. When the Court dispenses with hearing those facts, it can only choose or reject claims and defenses on the basis of its prejudice or with partiality toward or against some parties. Hence, it skips the process intended to ensure objective fairness, anchored in facts and constrained to the perimeter of the rational application of the law, and frees itself to swing a controversy arbitrarily any way it suits its fancy or advantage.

27. Moreover, as an appellate court, this Court has a duty to supervise the lower courts to ensure that they respect the procedural and substantive requirements of the law (Add:613§C) for the benefit of all parties as well as the public, who develops its trust in the administration of justice when it sees the courts “manifestly and undoubtedly” doing justice according to law, *Ex parte McCarthy*, [1924] 1K. B. 256, 259 (1923). The Court failed its duty here by allowing the

courts below both to skip the process of hearing the facts of the DeLanos' fraud by denying *every single document* that Dr. Cordero requested and to jump to deprive him of his property interest in his claim against the DeLanos while protecting the latter's concealment of assets. Similarly, the Court refused thrice to 'hear' *every single document* that can establish the facts of the lower courts' cover up of their own involvement in the bankruptcy fraud scheme. Thereby the Court both supported those courts in their denial of due process and aggravated its own such denial by tolerating decision makers that stand to gain personally from their decisions, which is unconstitutional. (*Gibson v. Berryhill*, 411 U.S. 564 (1973))

28. The Court has known for years about such conduct of these lower peers. Back in 1992, it appointed Judge Ninfo to the bench under 28 U.S.C. 152(a)(1). Since then it has learned about his bias and disregard for due process in favor of "local practice" (§8 above), if not because others informed it thereof through appeals, complaints, and the black robe grapevine, then because Dr. Cordero did. He has done so repeatedly since May 5, 2003, when he filed his statement of issues on appeal in *In re Premier Van et al.*, 03-5023, CA2, involving Judges Ninfo and Larimer, *Pfuntner's* Trustee Gordon, and Premier's bankruptcy. (§12 above) He followed them up with numerous motions, misconduct complaints, a petition for a writ of mandamus, briefs, and statements with initial and supplemental evidence submitted in response to the Court's call for the public to express their opinion on

the reappointment of Judge Ninfo. (CA:1978/Table of Notices, below) The Court reappointed him in 2006, the evidence of his unfitness as a judge notwithstanding.

29. Not only the Court has known for years about these peers' due process-disregarding conduct and coordinated wrongdoing, but also each of its members, as such and in some cases also as members of the circuit council or the Judicial Conference or its committees, for they have been sent individually and repeatedly by Dr. Cordero evidence thereof. (CA:1978/Table of Notices, below)

30. Moreover, the Court and its members were asked to perform their duty stated at:

18 U.S.C. §3057. Bankruptcy investigations

(a) Any judge, receiver, or trustee having reasonable grounds for believing that any violation under chapter 9 of this title or other laws of the United States relating to insolvent debtors, receiverships or reorganization plans has been committed, **or** that an investigation should be had in connection therewith, **shall** report to the appropriate United States attorney all the facts and circumstances of the case, the names of the witnesses and the offense or offenses believed to have been committed...[emphasis added]

31. The duty imposed by this mandatory provision does not require a judge to have evidence that another judge or trustee has committed a crime. Rather, the judge only needs to have a belief based on "reasonable grounds...that any violation under ...laws...relating to insolvent debtors...has been committed." Actually, the judge does not need either evidence of, or a belief in, the commission of a violation. If he or she only considers "that an investigation should be had in connection therewith", the duty attaches and he or she "shall report" it. Yet, the Court's members chose to disregard this duty, although Dr. Cordero brought it to the attention of each of them.

(CA:1978/Table of Notices §III.f, below and the request for relief of other papers)

32. Similarly, they chose to disregard their duty under 28 U.S.C. §351 et seq. by not investigating any of their peers complained-about, whether by Dr. Cordero or others. (CA:1978/Table of Notices §§II and III, below) Rather, they engaged in a pattern of systematic dismissal of judicial misconduct complaints. (Add:617§D)
33. The Court and its members' choice of course of action results from their conflict of interests.

III. The conflict of interests of the Court and its members is between their due process duty to learn the facts of the case, which requires that they reverse the denials of *every single document* requested; and self-preservation, which calls for all to be kept suppressed lest they expose their peers below, who in plea bargaining could trade up by incriminating them in having supported or tolerated the bankruptcy fraud scheme

34. After having disregarded for years the evidence of a bankruptcy fraud scheme, the Court and its member would incur real and immediate risk if they were now to order the production of the requested documents: The documents would incriminate them in supporting or tolerating Two-time Appointee Ninfo and Peer Larimer's involvement in the scheme. To begin with, if the DeLanos had to produce those documents, their bank account statements, among others, would reveal that at the time of filing their petition they had more than just the \$300 in a checking account and the \$200 in a savings account at the one single bank that they listed, M&T Bank (D:31), where Mr. DeLano was and continued

working...by contrast to the 18 credit cards that they listed (D:38) so as to discharge their debts and their even more bewildering array of accounts listed in the Equifax credit reports (D165-178), which they produced incomplete (D:194§II), and the Creditor Matrix created by the Bankruptcy Court (D:71).

35. Worse still, those documents would allow the DeLanos' deposits at banks to be tracked forward to whatever other accounts in which they are now or other assets into which they were converted, whether those assets are registered in their names or in those of their relatives or strawmen...their deposits could be tracked even to co-schemers to whom they were paid! *The horror of it!* Those documents would cast the DeLanos face to face with U.S. attorneys charging them with up to 20 years imprisonment and devastating fines of up to \$500,000 each for violating, inter alia, 18 U.S.C. §§152-157, 1519, 1957(a), and 3571. Bad day!
36. Hence, the DeLanos would have every conceivable incentive to enter into a plea bargain in which in exchange for partial or complete immunity (11 U.S.C. §344) they would trade up: Mr. DeLano would disclose everything that during his now longer than 39-year career as an insider of the banking and financing industries he has learned about the bankruptcy fraud scheme and other forms of coordinated wrongdoing involving judges, other court officers, debtors, trustees and professional persons in their employment (11 U.S.C. §327), etc.
37. Likewise, the production of those documents would show the cover up of the

DeLanos' fraud by Trustee Reiber, with an unmanageable 3,907 *open* cases before Judge Ninfo (CA:1849¶19) and Trustee Schmitt, who allowed him to have them just as she allowed Trustee Kenneth Gordon to have 3,383 cases, with 3,382 before Judge Ninfo, according to PACER as of June 26, 2004. They could start trading up even before an investigation had been opened to determine in how many other cases they supported bankruptcy fraud.

38. Trustee Schmitt's disclosures could be particularly valuable, for her U.S. Trustees' Office is the next door neighbor of the U.S. Attorney's Office in that small federal building in Rochester, NY, that also houses the FBI and where Judges Ninfo and Larimer work on adjacent floors. It is a little, cozy place where they can meet day in and day out in the lobby, the corridors, the elevators, the food areas, and, of course, their more private offices or chambers, so propitious for professional secrets and personal relationships to intertwine tightly enough to suffocate any sense of duty, objectivity, and impartiality.

39. The documents would also show Judge Ninfo and Peer Larimer denying in tandem *every single document*, not because the latter were irrelevant or their request meritless, as they alleged (D:328¶¶2, 3; Add:1022), but because they were too relevant to the scheme. Upon being incriminated, they too could trade up. By then they would no longer be in the pre-fall stage where it would make sense for them to utter the minatory warning of interdependent survival of those in a close

group in which everybody has something on everybody else, “if I go down, I take you with me!” Instead, they would be in the free fall grab-any-straw stage where reverberating from the deepening abyss would be only the rewarding perfidy cry of desperate people trying in reflexive mode only to save their own skin, “*I give you a bigger fish!*”...and the staccato high pitched accusations of these insiders would unstoppably pummel the whole body of judges of the Second Circuit to the brink of the cliff to totter over unfathomable consequences.

40. If the Court itself investigated Two-time Appointee Ninfo and instead of giving a conclusory whitewash, disclosed all the evidence and it proved his involvement in the scheme, its finding would indict the Court and its members’ judgment and reveal their failure to exercise due diligence in reviewing his qualifications and performance...and some broader, intractable, threatening questions would be posed:

- a) What compelling motive caused the Court and its members and what coordinating mechanism enabled all of them to stand by with culpable indifference for years as evidence of coordinated judicial wrongdoing including a bankruptcy fraud scheme kept piling up? (Add:598§C)
- b) Why did the Court and its members not “initiate appropriate action when the judge[s] [became] aware of reliable evidence indicating the *likelihood* of unprofessional conduct by a judge”, as they are required to do under the Code of Conduct of U.S. Judges, Canon 3B(2), thus failing to prevent or

correct “any prejudice to the effective and expeditious administration of justice”, as required under 28 U.S.C. §351? (emphasis added)

- c) What is their liability to the victims of the scheme whom they allowed to suffer tremendous intentional emotional distress and enormous loss of effort, time, and money and what is their responsibility to the public at large, whom they have forced to participate in a system inherently contemptuous of the law and its due process?

41. Despite the risk of having to answer these grave questions, the Court still has to answer those presented by this appeal. To do so, it has a duty to ensure due process by applying the law as it is supposed to do in all appeals, that is, to the facts of the concrete case before it, not on behalf of the peers below it. It must establish the facts regardless of who will thereby have to bear the consequences, for its duty is to administer “Equal Justice Under Law”. But the facts have been covered up by its peers’ denying *every single document* requested. However, if the Court orders the DeLanos and the Trustees to produce those documents, it jeopardizes the survival of its reputation and the judgeships of its members, for the documents will end up incriminating all of them in having supported or tolerated a bankruptcy fraud scheme as part of its peers’ coordinated wrongdoing. No wonder the Court thrice denied *every single document* that it was requested to order produced. (CA:1977 /Table of Exhibit and Exhibits, below)

42. Hence, the Court and its members are torn by an internal tug of war between duty and self-preservation. This impairs their objectivity and motivates their disregard for their duty to protect, not themselves, but rather both the administration of justice entrusted to them and the public, who should be its beneficiary, not its victim. The Court and its members have a conflict of interests. It is a disqualifying one.

IV. The standard for judicial disqualification is an objective one that asks whether a reasonable person would question the impartiality of judges if he or she knew that they have a conflict of interests between performing their duty and avoiding self-incrimination

43. The standard of reason for disqualification is that a person cannot be the judge in his or her own case due to the inherent lack of impartiality. This standard was expressed by Congress with the force of a command of law at:

28 U.S.C. §455. Disqualification of justice, judge, or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States **shall** disqualify himself in any proceeding in which his impartiality might reasonably be questioned. (emphasis added)

44. Congress commanded judges to disqualify themselves because “Litigants ought not have to face a judge where there is a reasonable question of impartiality,” S. Rep. No. 93-419, at 5 (1973); H.R. Rep. No. 93-1453 (1974), reprinted in 1974 U.S.C.C.A.N. 6351, 6355. Thus, Congress provided for recusal when there is ““reasonable fear” that the judge will not be impartial”, id.

45. Judges are sworn to obey this command, for they swore as follows upon taking office:

28 U.S.C. §453. Oaths of justices and judges

"I, _____, _____, do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and **impartially** discharge and perform all the duties incumbent upon me as _____ under the Constitution and laws of the United States. So help me **God.**"
(emphasis added)

46. If judges take less care to be impartial so as to keep faith with their oath than they take care of themselves and their peers, what will God care to do to them for having taken His name in vain?

47. The Supreme Court has explained this standard of impartiality by indicating that impartiality is not a judge's state of mind, but rather it is an outward circumstance of judicial process as seen from the objective perspective of any reasonable person informed of the facts:

"[t]he goal of section 455(a) is to avoid even the appearance of partiality...to a reasonable person...even though no actual partiality exists because the judge...is pure in heart and incorruptible," *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 860 (1988). 109.

48. This Court has acknowledged this objective appearance standard of impartiality.

It applies this standard to the disqualification decision of a judge through the test:

whether "an objective, disinterested observer fully informed of the underlying facts [would] entertain significant doubt that justice would be done absent recusal;" *United States v. Lovaglia*, 954 F.2d 811, 815 (2d Cir. 1992).

[Since] "[s]ciencer is not an element of a violation of §455(a)," *Liljeberg*, at 859-60,

[all is needed is that the petitioner be] "a reasonable person, [who] knowing all the circumstances, would believe that the judge's impartiality could be questioned;" *In Re: International Business*

Machines, 618 F.2d 923, at 929 (2d Cir.1980).

49. A reasonable person has an objective basis on which to answer the question whether this Court and its members have a disqualifying conflict of interests in the outcome of this case. That basis is their track record. They have repeatedly chosen their interest in self-preservation by consistently preventing the production of incriminating evidentiary documents and refusing compliance with their own reporting and investigative duties. (CA:1978/Table of Notices, below) In light of their pattern of conduct, what is in question in this appeal is not their appearance of impartiality to a reasonable person, for they have already proven their partiality to their self-preservation to the detriment of their duty and its intended beneficiaries.
50. The question is whether the Court and its members are reasonable enough to realize that as they pursue self-preservation, they create an ever more convincing pattern of conduct of partiality and blatant disregard for the law and their duty. In turn, their conduct only makes other people, such as the DeLanos and their co-schemers, ever bolder in their conduct and careless in their appearance, enjoying themselves high above the law where their sense of immunity takes them as it allows them to flaunt their gains from being involved in the scheme.
51. The applicable principle here is that people do not break the law for the sake of it; they break it because they are attracted to an expected unlawful advantage that would richly compensates for the risk of being caught and they think that they can

get away with it...and then they must enjoy their gain since that is the whole purpose of it all. This means, for example, that out there in the real world the DeLanos go on living, not as people on the soup kitchen line with only \$535 in cash and on account (D:31), but rather as people that planed during the rainbow of their worklives their retirement to a golden pot. This has far-reaching consequences.

52. For one thing, concealment of assets is a continuing offense; *Sultan v. United States*, 249 F.2d 385, 386 (5th Cir. 1957) (recognizing the "obvious fact that concealment by its nature is an act that goes on until detected or its consequences are purged.") Worse still, every time the DeLanos perform a "monetary transaction in criminally derived property", they commit yet another offense, namely, laundering money under 18 U.S.C. §1957(a). The latter applies to a "specified unlawful activity", which §1956(c)(7)(D) defines to include "an offense under...[18 U.S.C.] section 152", whereby concealment of assets within a bankruptcy fraud scheme is indisputably one of its predicate acts.

53. The evidence of the DeLanos' commission of these acts is out there, some even in the open, for those with a professional or personal interest to keep picking it up. In the hands of U.S. attorneys unrelated to them or the schemers, the cumulative, self-reinforcing, and irrefutable evidence of wrongdoing that they generate will render them, already the weakest link in the scheme chain, ever more vulnerable to pressure to enter a plea bargain and trade up. In the hands of others, that

evidence can be quietly gathered until it can be presented, whether in court or outside it, at the most opportune time from their own perspective and the worst time for the DeLanos, their co-schemers, and those who have aided and abetted their coordinated wrongdoing by covering it up. It can be objectively said that the DeLanos' golden pot of retirement attracts some people because of the shine of its surface and others because of the charcoal burning underneath it. Can the Court and its members feel its heat yet?

54. Thus, the question for the Court and its members is whether they will take the bait by denying for the fourth time *every single document* that has been requested (¶1, above) and is needed to decide this case on the basis of its facts and in accordance with due process of law, or whether they will realistically cut their losses by disqualifying themselves and reporting this case together with *Pfuntner*, its originating case (CA:1918¶¶37-39, 1977/Table of Cases, below), to the U.S Attorney General for a full, public, and impartial investigation.

V. Conclusion and requested relief

55. The lower courts' denial of *every single document* requested by Dr. Cordero was not harmless error in disposing of discovery motions. By denying them, they caused the actual and substantial harm of depriving him of standing in *DeLano* and of his right to have his claim allowed and satisfied by the DeLanos (D:20§IV) as well as of impairing his rights in *Pfuntner* (D:441; Pst:1291¶82), just as they

deprived all the other creditors of their right to full payment of their claims. Far from being harmless, their denial prevented those documents from exposing the DeLanos as fraudsters and the bankruptcy fraud scheme, so that the latter's continued existence will go on harming the public, who must bear the externalities of bankruptcy fraud (D:93¶¶75-77, 458§V); similarly, the scheme-enabling coordinated wrongdoing will continue to undermine the integrity of judicial process. *Hughes v. City of Albany*, (No. 98-2665) 1999 U.S. App. LEXIS 15072, 1999 U.S. App. LEXIS 28851 (2d Cir., 1999) (stating that this Court reviews discovery decisions for abuse of discretion, and will overturn discovery decisions "when the action taken was improvident and affected the substantial rights of the parties".)

56. Nor did the lower courts merely abuse their discretion, even though their document denial entailed their disregard of the requirements of bankruptcy law aimed at preventing fraud; found no evidentiary support in the **record**, but instead negated even a common sense analysis of the **facts** in the DeLanos' own bankruptcy petition (CA:1947¶¶4-6, above); and was **arbitrary** because based not on legal reasoning, but rather on their bias toward the participants, and against an outsider incriminating them, in a bankruptcy fraud scheme. *Haworth, Inc. v. Herman Miller, Inc.*, (dkt. 92-1569) 998 F.2d 975; 1993 U.S. App. LEXIS 17442 (7th Cir. 1993) (setting forth the criteria for reviewing orders refusing to compel discovery under an abuse of discretion standard). What the judicial participants in the scheme

did was aid and abet a crime, that of bankruptcy fraud, i.e. they supported or tolerated the DeLanos' concealment of at least \$673,657. (SApp:1654, below)

57. Consequently, their denial of *every single document* cannot be remedied as an error by just remanding the case with the instruction that the judges below grant the discovery motions. And then what? Does this Court expect that if its peers below are given a second chance to correct their wrong by having the documents produced they will then do the right thing, even if that means finding that the DeLanos concealed assets, whereby they will incriminate themselves in having supported or tolerated bankruptcy fraud, a crime so serious that it carries a term of imprisonment of up to 20 years and a fine of up to \$500,000? How obviously counterintuitive and illusory!

58. Hence, if this Court remands, it will be sending Dr. Cordero back into the hands of the same courts that for the last six years, since before *Pfuntner* (Add:592 §§A-B), have engaged in coordinated wrongdoing with disregard for the law, its process, and his rights as well as the public's; and what it can only expect to happen is what any reasonable person who knows the facts will expect: Those courts will pick up where they left off wearing Dr. Cordero down, and causing him even greater waste of effort, time, and money, and inflict upon him more acutely injurious emotional distress. To remand will be an intentional act by this Court to achieve self-preservation by proxy, through those lower court's continued cover up of their

common support or toleration of a bankruptcy fraud scheme. *Hughes v. City of Albany*, (No. 98-2665) 1999 U.S. App. LEXIS 15072, 1999 U.S. App. LEXIS 28851 (2d Cir., 1999) (stating that judicial rulings “constitute a basis for recusal [when] they indicate that the judge has a deep-seated favoritism or antagonism that would make fair judgment impossible.”) Remand will be a travesty of justice, ensuring that through denial of due process injustice is done. (cf. Add:598§C)

59. Therefore, Dr. Cordero respectfully requests that the Court en banc perform both its due process duty to apply the law after securing the facts of the case before it and its supervisory duty to ensure the integrity of judicial process in the courts below, and to that end:

- a) order the production to the Court and the parties of all documents necessary to determine all the facts in both *DeLano* and *Pfuntner* (Add:863§V; CA:1918 ¶¶37-39); and to begin with, issue the proposed order of production accompanying Dr. Cordero’s principal and reply briefs and clipped to this motion;
- b) after production of all necessary documents, allow the parties time to file supplemental briefs;
- c) if production of documents is denied:
 - 1) declare null and void as tainted by partiality and official wrongdoing all decisions in *DeLano* and *Pfuntner*, including the cases in their procedural history under this Court’s jurisdiction (CA:1977/Table of

Cases, below)

- 2) refer both cases under 18 U.S.C. §3057(a) to U.S. Attorney General Alberto Gonzales for investigation by U.S. attorneys and FBI agents who have had no relation with colleagues assigned to their respective offices in Rochester or Buffalo, NY, and that are unrelated to any of the persons that might come under investigation;
- 3) disqualify itself from both cases.
- d) In the alternative, far from remanding this case and Dr. Cordero to the wrongdoing courts below for more of their abuse of due process and him, cause the issue under 28 U.S.C. §294(d) of a certificate of necessity for the designation and assignment from the roster of senior judges of a retired judge from a circuit other than the Second Circuit (cf. 28 U.S.C. §152(b)), who is known for his or her integrity and independence and is unrelated to any of the members of this Court or to the officers and parties in either *Pfuntner* or *DeLano*, to conduct a trial by jury of both cases in the U.S. District Court in Albany, NY.
- e) Provide Dr. Cordero with all other relief that is just and proper, including the relief requested in his principal and reply briefs.

Respectfully submitted on:

July 18, 2007

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Dr. Richard Cordero

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Table of Exhibits

**of the motion suggesting en banc consideration
of the three denials of the motions for document production;
and if denied, for the Court to disqualify itself due to conflict of interests and
refer *DeLano & Pfuntner* to the U.S. Attorney General under 18 U.S.C. §3057(a)**

1. Table of Cases in the Procedural History of *Pfuntner* and *DeLano*CA:1977
2. Table of Notices given since May 5, 2003 to the 2nd Circuit Court of Appeals and Judicial Council, the Circuit Judges, and others of Evidence of a Bankruptcy Fraud Scheme.....CA:1978
3. Links to Access the Files Containing the ReferencesCA:1980
4. Dr. Cordero’s motion of December 19, 2006, for production of documents necessary for the Court to determine this case and afford due process of law; **Court’s order of January 24, 2007, denying the motion** SApp:1623
5. Dr. Cordero’s motion of January 18, 2007, for suspension or extension of brief-filing deadline if by January 31, 2007 pending motions have not been decided; **Court’s order of February 1, 2007, denying the motion**..... SApp:1634
6. Dr. Cordero’s motion of February 15, 2007, for reconsideration of motions, for production by Debtors of financial documents and by trustees of transcripts, and for disregard of the untimely and informal opposition to undetermined “issues or documents” SApp:1637
7. Court’s order of March 5, 2007, denying the motion for reconsideration SApp:1678
8. Proposed discovery order.....CA:1777
9. Dr. Cordero’s opening brief in *In re Premier Van et al.*, 03-5023, CA2.....A:1301; CA:2001

Cases in the Procedural History of *Pfuntner* and *DeLano*

	Case name	Filing date	Closing date or status	Docket no.	Court	File:pg.# of brief	of docket
1.	<i>In re Premier Van Lines</i> (Ch. 7 bkr.)	3/5/1	10/24/3	01-20692	WBNY	cf. A:72§1	A:565
2.	<i>Pfuntner v. Trustee Gordon et al.</i> (AdvP)	9/27/2	pending	02-2230	WBNY	Add:712, 771, 785	Add:531
3.	<i>Cordero v. Trustee Gordon</i>	1/15/3	3/27/3	03cv6021L	WDNY	A:158	A:458
4.	<i>Cordero v. Palmer</i>	2/4/3	3/27/3	03mbk6001	WDNY	A:314	A:462, but see ToEA:156>A:462b
5.	<i>In re Premier Van et al.</i>	5/2/3	1/26/5dism’d	03-5023	CA2	A:1301; CA:2001	A:1285
6.	<i>In re Richard Cordero</i> (mandamus)	9/12/3	denied 10/8/3	03-3088	CA2	A:615	A:665g
7.	<i>Misconduct complaint v. Bkr. J. Ninfo, WBNY</i>	9/2/3	6/8/4 dism’d	03-8547	CA2	C:1, 63; E:1	ToEC §§A,D
8.	<i>Misconduct complaint v. Chief J. Walker, CA2</i>	3/30/4	9/24/4dism’d	04-8510	CA2	SApp:1659	ToEC: §§B,F
9.	<i>Cordero v. Trustee Gordon et al.</i>	1/27/5	cert. denied	04-8371	SCt	Add:556	A:2229
10.	<i>In re David & Mary Ann DeLano</i> (Ch. 13 bkr.)	1/27/4	on appeal	04-20280	WBNY	D:23; Pst:1231	D:496
11.	<i>Cordero v. DeLano</i>	4/22/5	on appeal	05cv6190L	WDNY	Pst:1231	Pst:1181
12.	<i>Dr. Richard Cordero v. David & Mary DeLano</i>	10/16/6	pending	06-4780	CA2	CA:1700	SApp:1690

Table of Notices
given since May 5, 2003
to the 2nd Circuit Court of Appeals and Judicial Council,
the Circuit Judges, and others
of Evidence of a Bankruptcy Fraud Scheme
in the Bankruptcy and District Courts, WDNY

by
Dr. Richard Cordero

I. Appeal of *Pfuntner v. Trustee Gordon et al.*, no. 02-2230, WBNY (A:1551), sub nom. *In Premier Van et al.*, no. 03-5023, CA2; filed on May 2, 2003 (A:464)

- A. Statement of Issues to be Presented on Appeal, of May 5, 2003 (A:468, 593)
- B. Main brief (A:1301)
- C. Writ for mandamus *In re Richard Cordero*, no. 03-3088, CA2, of September 12, 2003 (A:615)
- D. Motion to quash the order of Judge Ninfo of August 30, 2004, to sever a claim from *In re Premier Van et al.*, in order to try it in the bankruptcy case *In re DeLano*, no. 04-20280, WBNY, thus making a mockery of the appellate process, of September 9, 2004 (Add:D:440)
- E. Motion for leave to file an updating supplement of evidence of bias in Judge Ninfo's denial of Dr. Cordero's request for a trial by jury, of November 3, 2003 (D:425; A:801)
- F. Petition to CA2 for panel rehearing and hearing en banc, of March 10, 2004 (A:885)

II. Judicial misconduct complaint against Judge Ninfo, no. 03-8547, CA2:

- A. of September 2, 2003 (A:971)
- B. letters to the members of the Judicial Council of:
 - i. February 11 and 13, 2004 (A:990, 991)
 - ii. March 22, 2004 (C:141)
 - iii. July 30, 2004 (C:652, 653)
- C. appeal of the dismissal to the Judicial Council, of July 13, 2004 (C:551)

III. Judicial misconduct complaint against Former Chief Judge John M. Walker, Jr., no. 04-8510, CA2:

- A. of March 19 2004 (C:271)

- B. letter to the then next chief Judge Dennis Jacobs, of March 24, 2004 (C:316)
- C. letter to Circuit Judge Robert Sack, of March 25, 2004 (C:319)
- D. appeal of its dismissal to the Judicial Council, of October 4, 2004 (C:711)
- E. letter to the members of the Council, of October 14, 2004 (C:717)
- F. letter to each member of the Council requesting that each make a report under 28 U.S.C. §3057(a) (C:405) to the Acting U.S. Attorney General that an investigation should be had in connection with offenses against U.S. bankruptcy laws (C:785)

IV. Appeal of both misconduct complaints to the Judicial Conference of the United States:

- A. letter to Circuit Justice Ruth Ginsburg, of November 26, 2004 (C:855)
- B. letter to Circuit Judge Ralph K. Winter, Chair of the Committee to Review Circuit Council Conduct and Disability Orders:
 - i. of January 8, 2005 (C:877)
 - ii. of February 7, 2005 (C:890)
 - iii. of March 24, 2005 (C:935)
 - iv. of March 25, 2005 (C:936)

V. Comments in response to CA2's invitation for public comments on the reappointment of Judge Ninfo to a second term as bankruptcy judge:

- A. of March 17, 2005 (C:982)
- B. of August 4, 2005 (C:1001)
- C. of September 5, 2005 (C:1027)
- D. letter to each of the members of the CA2 and of the Judicial Council:
 - i. of March 18, 2005 (C:995-997)
 - ii. of August 4 and 5, 2005 (C:998-1000)
 - iii. of September 6, 2005 (C:1025-1026)

VI. Request to the Judicial Council to abrogate WDNY Local Rule 5.1(h) and 83.5 (Add:633) that make it practically impossible to file a RICO claim and to record events that occur in the court and 'its environs':

- A. to now Chief Judge Jacobs and members of the Judicial Council, of January 8, 2006 (C:1285-1286)
- B. to the Judicial Council, of January 7, 2006 (C:1291)

Links to Access the Files Containing the References

Type the corresponding Internet address in the address bar of your Internet browser and replace the last segment –the file name- with the corresponding LETTERNUMBER-RANGE.pdf containing the number of the reference that you want to look up, i.e. for reference (CA:1725§VII): you end up with this: http://Judicial-Discipline-Reform.org/DeLano_record/CA1700-2000.pdf

I. **D:#, Add:#, Pst:., SApp:#, CA:# comprising pages 1-2000 of the *DeLano* cases**

http://Judicial-Discipline-Reform.org/DeLano_record/LETTERNUMBER-RANGE.pdf

[D1-102.pdf](#) [D103-202.pdf](#) [D203-300.pdf](#) [D301-424.pdf](#) [D425-508q.pdf](#)
[Transcript.pdf](#)

[Add509-710.pdf](#) [Add711-910.pdf](#) [Add911-1170.pdf](#)

[Pst1171-1500.pdf](#) [SApp1501-1699.pdf](#) [CA1700-2000.pdf](#)

II. **A:# comprising pages 1-2229 of the *Pfuntner* cases**

http://Judicial-Discipline-Reform.org/Pfuntner_record/LETTERNUMBER-RANGE.pdf

[A1-260.pdf](#) [A261-352.pdf](#) [A353-733.pdf](#) [A734-1060.pdf](#) [A1061-1300.pdf](#)
[A1301-1600.pdf](#) [A1601-1674.pdf](#) [A1675-1764.pdf](#) [A1765-2229.pdf](#)

III. **C:# and E:# comprising pages 1-1823 of the *Tables of Exhibits of the Misconduct Complaints***

http://Judicial-Discipline-Reform.org/ToE_C/LETTERNUMBER-RANGE.pdf

[C1-270.pdf](#) [C271-431.pdf](#) [C441-540.pdf](#) [C551-701.pdf](#) [C711-812.pdf](#)
[C821-980y.pdf](#) [C981-1080.pdf](#) [C1081-1283.pdf](#) [C1285-1330.pdf](#)
[C1331-1604.pdf](#) [C1611-1740.pdf](#) [C1741-1824.pdf](#)
[E1-60.pdf](#) [E1-62_resubmitted.pdf](#)

Certificate of Service

In re Dr. Richard Cordero v. David and Mary Ann DeLano, dkt. no. 06-4780-bk, CA2

I, Dr. Richard Cordero, certify that I mailed or e-mailed to the parties listed below a copy of my motion of July 18, 2007, for CA2 to consider en banc my motion for document production and, if denied, to disqualify itself due to conflict of interests and refer the case to the Attorney General under 18 USC §3057(a).

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Bankruptcy Court Reporter
612 South Lincoln Road
East Rochester, NY 14445
tel. (585)586-6392

Mr. David Palmer
1829 Middle Road
Rush, NY 14543

Dated: July 18, 2007
59 Crescent Street
Brooklyn, NY 11208

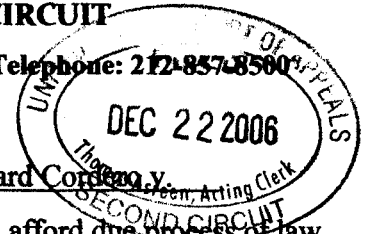
Dr. Richard Cordero

Dr. Richard Cordero
Appellant Pro Se
tel. (718) 827-9521

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007 Telephone: 212-857-8500

MOTION INFORMATION STATEMENT



Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero, et al.

Motion for: production of documents necessary for the Court to determine this case and afford due process of law

- 1) A key issue presented below and in this appeal is a) whether Bankrupt David DeLano, a 39-year veteran of the banking industry... b) whether they resorted to the artifice of a motion to disallow Creditor-Appellant's claim... c) whether their motion was granted... 2) This Court needs those documents so as to assess the merits of the appeal... 3) Therefore, Appellant respectfully requests that this Court order that a) Bankrupt-Appellees produce within 30 days: i) the statements of all their individual & joint bank, credit, debit, and investment accounts... ii) complete documents relating to all real property... iii) the scheduling order be suspended and reissued after production of all documents.

MOVING PARTY: Dr. Richard Cordero, Creditor-Appellant, 59 Crescent Street, Brooklyn, NY 11208-1515, tel. (718) 827-9521; corderoric@yahoo.com

OPPOSING PARTY: David and Mary Ann DeLano, OPPOSING ATTORNEY: Devin L. Palmer, Esq., Boylan, Brown, Code, Vigdor & Wilson, LLP, 2400 Chase Square, Rochester, NY 14604, tel. (585)232-5300; fax (585)232-3528

MOVING ATTORNEY: Pro se

Court/Judge/Agency appealed from: U.S. District Court, WDNY, U.S. District Judge David G. Larimer

Has consent of opposing counsel: A. been sought? No B. been obtained? Has request for relief been made below? Is oral argument requested? Yes (requests for oral argument will not necessarily be granted) Has argument date of appeal been set? No

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL: Has this relief been previously sought in this Court? Requested return date and explanation of emergency:

Signature of Moving Attorney:

Dr. Richard Cordero

Date: December 19, 2006

Has service been effected? Yes

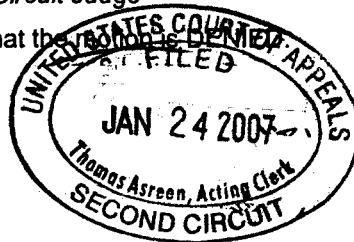
ORDER

Before: Hon. Peter W. Hall, Circuit Judge

IT IS HEREBY ORDERED that the

JAN 24 2007

Date



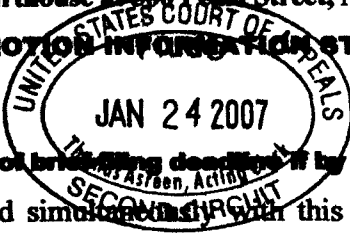
FOR THE COURT: THOMAS W. ASREEN, Acting Clerk by Arthur M. Heller, Motions Staff Attorney

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Daniel Patrick Moynihan U.S. Courthouse at 599 Pearl Street, New York, NY 10007; telephone: 212-857-8500

MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk



In Re: Dr. Richard Cordero v.

Motion for suspension or extension of brief filing deadline if by 1/31/07 pending motions have not been decided

- Appellant Dr. Cordero has filed simultaneously with this motion a motion for the two pending motions to be decided, namely:
 - for Appellees' opposition to Appellant's Statement of issues and Designation of items to be disregarded; dated, and filed on, December 6 and 7, 2006, respectively; and
 - for production of documents necessary for the Court to determine this case and afford due process of law; dated, and entered on, December 19 and 22, 2006, respectively.
- The decision on these motions will affect profoundly the content and filing deadline of Appellant's opening brief, which the current scheduling order requires to be filed by next January 31.
- Dr. Cordero wants to ensure that he is not found in default for missing the brief-filing deadline and that he has at least 30 days to write his brief in light of the Court's decision on those motions.

Therefore, Appellant Dr. Cordero respectfully requests this Court:

- if by January 31 no decision on either of those three motions has suspended the scheduling order,
 - to suspend such order until those motions have been decided, provided such suspension can be decided by the date certain of January 31;
 - otherwise and only to avoid being found in default, to extend on the date certain of January, 31, such filing deadline from January 31 to March 2, 2007.

MOVING PARTY: Dr. Richard Cordero
 Creditor-Appellant
 59 Crescent Street, Brooklyn, NY 11208-1515
 tel. (718) 827-9521; CorderoRic@yahoo.com

OPPOSING PARTY: David and Mary Ann DeLano
OPPOSING ATTORNEY: Devin L. Palmer, Esq.
 Boylan, Brown, Code, Vigdor & Wilson, LLP
 2400 Chase Square, Rochester, NY 14604
 tel. (585)232-5300; fax (585)232-3528

MOVING ATTORNEY: Pro se

Court-Judge-Agency appealed from: U.S. District Court, WDNY, U.S. District Judge David G. Larimer

Has consent of opposing counsel:

A. been sought? No B. been obtained? _____

Has request for relief been made below? No

Is oral argument requested? Yes
 (requests for oral argument will not necessarily be granted)

Has argument date of appeal been set? No

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL: N/A

Has this relief been previously sought in this Court?
 Requested return date and explanation of emergency:

Signature of Moving Attorney:

Dr. Richard Cordero

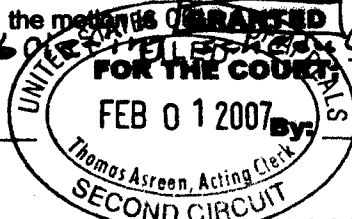
Date: January 18, 2007

Has service been effected? Yes
 [Attach proof of service]

ORDER

IT IS HEREBY ORDERED THAT the motion is **GRANTED** **REMOVED** only to this extent:
 the dates in the brief-filing schedule are all extended two weeks.
 FOR THE COURT: THOMAS ASREEN, Acting Clerk of Court

Date: 2-1-07
 Form T-1000 (Revised 11/01/06).



G.D. Minerva
 Sup. Staff Atty

Blank

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007 Telephone: 212-857-8500

MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v.

Motion for: reconsideration and grant of the disregard opposition and document production motions

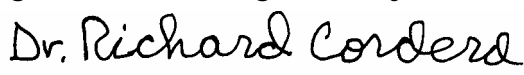
- 1) On December 6, 2006, Appellant-Creditor filed a motion for Appellee-Debtors' opposition to undetermined "issues or documents" to be disregarded. Instead of deciding it, the Court sent it to the panel, thereby depriving Creditor of the knowledge of what, not only the Court, but also Debtors themselves deem to be the "issues or documents" to be considered on this appeal and on which Creditor should write his brief.
- 2) On December 19, 2006, Creditor filed a motion for production of documents necessary for the Court to determine this case and afford due process of law. That motion was denied. Yet those documents can show that the Debtors have concealed assets in the known amount of a least \$673,657, that they practiced fraud on the court and the Creditor, and had it covered up by the courts below denying him *every single document* that he requested and conducting sham proceedings.
 - a) There is new evidence unwittingly provided by the Debtors that contrary to their declaration that they had only \$535 in cash and on account when they filed their petition, they actually had money to pay their attorneys' fees, not only those last known in the amount of \$27,953, but also to "continue" paying them their fees.
- 3) Appellant respectfully requests that this Court grant the relief requested in the attached motion; including this:
 - a) grant the motion to disregard Debtors' opposition or state what undetermined "issues or documents" it guessed the Debtors were referring to and how and why it took it upon itself to engage in guesswork;
 - b) order Debtors to produce within 30 days: i) the statements of all their individual & joint bank, credit, debit, and investment accounts and 1040 IRS filings since 1/1/96 to date; ii) complete documents relating to all real property anywhere in which they have any interest in their names or in third parties', and to all their mortgages and loans, including those relating to their home bought in 1975;
 - c) suspend the order requiring Creditor's brief by March 5 and reissue it after its decision on the rest of this motion.

MOVING PARTY: Dr. Richard Cordero Creditor-Appellant 59 Crescent Street, Brooklyn, NY 11208-1515 tel. (718) 827-9521; corderoric@yahoo.com MOVING ATTORNEY: Pro se	OPPOSING PARTY: David and Mary Ann DeLano OPPOSING ATTORNEY: Devin L. Palmer, Esq. Boylan, Brown, Code, Vigdor & Wilson, LLP 2400 Chase Square, Rochester, NY 14604 tel. (585)232-5300; fax (585)232-3528
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Court-Judge/Agency appealed from: U.S. District Court, WDNY, U.S. District Judge David G. Larimer

Has **consent** of opposing counsel:
 A. been sought? No B. been obtained? _____
 Has request for relief been made **below**?
 Is **oral argument** requested? Yes
 (requests for oral argument will not necessarily be granted)
 Has **argument** date of appeal been **set**? No

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS
 AND INJUNCTIONS PENDING APPEAL:
 Has this relief been previously sought in this Court?
 Requested return date and explanation of emergency:
 Appellant-Creditor moved for relief on December 6 & 19. The
 Court took action on them on February 1.

Signature of Moving Attorney:


The Court's decisions of these motions will affect decisively what the
 Creditor is supposed to write his brief on. Creditor requests that the Court
 immediately suspend the scheduling order, give him actual notice thereof;
 & reissue it after deciding this motion and documents have been produced

Date: February 15, 2007

ORDER Has service been effected? Yes

IT IS HEREBY ORDERED THAT the motion is GRANTED DENIED.

FOR THE COURT: THOMAS ASREEN, Acting Clerk of Court

Date: _____

By: _____

Certificate of Service

In re Dr. Richard Cordero v. David and Mary Ann DeLano, dkt. no. 06-4780-bk, CA2

I, Dr. Richard Cordero, certify that I sent by USPS or e-mail to the parties listed below a copy of my motion of February 15, 2007, for this Court to reconsider and grant his motions for document production and disregard the Debtors' opposition to "issues or documents".

Devin Lawton Palmer, Esq.
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Trustee George M. Reiber
South Winton Court
3136 S. Winton Road
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Kathleen Dunivin Schmitt, Esq.
Assistant United States Trustee
Office of the United States Trustee
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Rochester, NY 14614
tel. (585)263-5706

Ms. Diana G. Adams
Acting U.S. Trustee for Region 2
Office of the United States Trustee
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Kenneth W. Gordon, Esq.
Chapter 7 Trustee
Gordon & Schaal, LLP
100 Meridian Centre Blvd., Suite 120
Rochester, NY 14618
tel. (585)244-1070

Dated: February 15, 2007
59 Crescent Street
Brooklyn, NY 11208

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Karl S. Essler, Esq.
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Mr. David Palmer
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Rush, NY 14543

Dr. Richard Cordero

Dr. Richard Cordero
Appellant Pro Se, tel. (718) 827-9521

United States Court of Appeals

for the Second Circuit

Patrick Daniel Moynihan U.S. Court House
500 Pearl Street, New York, NY 10007

Dr. Richard Cordero
Appellant and creditor

dk. 06-4780-bk

MOTION

**for reconsideration of motions,
for production by Debtors of financial documents**

V.

**and by trustees of transcripts,
and for disregard of the untimely and informal
opposition to undetermined “issues or documents”**

David DeLano and Mary Ann DeLano
Appellees and debtors in bankruptcy

on appeal from *Cordero v. DeLano*, dkt. 05-CV-6190L, WDNY

Creditor-Appellant Dr. Richard Cordero affirms under penalty of perjury as follows:

Table of Contents

- A. By denying the motion to order the Debtors to produce documents that can prove their concealment of assets and the sham proceedings that the bankruptcy and district courts resorted to in order to cover it up, this Court condones fraud on the court by the Debtors and its peers to the detriment of judicial integrity and the Creditor’s right to due process 4
- 1) The Court has now before it unwitting admissions by the Debtors that they committed fraud in their bankruptcy petition when they declared that they only had **\$535** in cash and on account, made all their disposable income available to the debt repayment plan, and yet without having to modify it have been able to pay **\$27,953!** in attorneys’ fees and “continue” to incur such fees.....9
- 2) The Debtors can show their good faith by taking either of two alternatives to complaining about having to “continue” paying attorneys’ fees: produce the requested documents or agree with Dr. Cordero to go with him to the authorities in Washington, D.C., to make, in exchange for a degree of immunity, a full disclosure of everything they know about their own fraud

and the bankruptcy fraud scheme involving the bankruptcy and district courts, the trustees, and any other persons.....11

3) By refusing to obtain documents that would enable it to determine that fraud on the court has been committed by the Debtors, the trustees, and its peers below, and that thereby the integrity of judicial process has been impaired, the Court abdicates its supervisory position and denies the Creditor due process of law13

B. The Court has refused to order production of documents that can prove bankruptcy fraud; yet it has allowed the Debtors’ untimely and informal opposition to undetermined “issues or documents” of the Creditor to proceed to the panel for the latter to resort to such opposition to arbitrarily and heavy-handedly strike down whatever it feels like disregarding in the Creditor’s brief and record..... 14

C. Relief requested..... 16

A. By denying the motion to order the Debtors to produce documents that can prove their concealment of assets and the sham proceedings that the bankruptcy and district courts resorted to in order to cover it up, this Court condones fraud on the court by the Debtors and its peers to the detriment of judicial integrity and the Creditor’s right to due process

1. On December 19, 2006, Creditor Dr. Cordero filed in this Court a motion for production of documents necessary for the Court to determine this case and afford due process of law. The motion requested that the Court order the Debtors to produce documents as obviously relevant for determining the good faith of any bankruptcy petition as their bank account statements. The obvious relevancy of those documents to the instant case was only highlighted by the self-evident incongruities in the Appellee-Debtor DeLanos’ declarations in their January 2004 bankruptcy schedules, such as that they had only \$535 in cash and *on account*, yet in the immediately preceding three years they had earned \$291,470, according to their 1040 IRS forms for 2001-03, in addition to having received \$382,187 through a string of mortgages on their only declared real property in which they claimed equity of only \$21,416 and a mortgage of \$77,084

after paying the initial \$26,000 mortgage for 30 years! Moreover, they declared a credit card borrowing of \$98,092. (See the exhibits accompanying the December 19 motion.)

2. These figures beg the question: Where did \$673,657 in earned income and mortgage receipts go and where is it now? It was equally obvious that finding the money would prove that the Debtors, namely, Mr. David DeLano, a 39-year veteran of the financing and banking industry, who at the time of filing the bankruptcy petition was still working in precisely the bankruptcy department of a large bank, namely, M&T Bank, and Mrs. Mary Ann DeLano, a Xerox technician, had concealed assets. They had committed bankruptcy fraud. Once this fact had been established, all declarations that they had made before would come under suspicion as those of desperate people facing up to 20 years imprisonment and devastating fines under 18 U.S.C. §§151-158, 1519, and 3571.
3. Among the Debtors' suspect declarations would be those supporting their motion to disallow Dr. Cordero's claim, for they would be understood as the means of an artifice to remove him from the case before he could prove their fraud through his repeated request that they produce the documents necessary to show the whereabouts of the money and the good faith of their petition. To decide that motion Bankruptcy Judge John C. Ninfo, II, WBNY, called an evidentiary hearing. Understandably in the logic of their maneuver, the Debtors denied Dr. Cordero *every single document* that he requested in preparation for the hearing. Dr. Cordero moved for an order compelling their production, but Judge Ninfo supported the DeLanos and denied Dr. Cordero *every single document* that he requested for the Judge's very own evidentiary hearing...and then Judge Ninfo had the cheek to fault Dr. Cordero for not introducing any document at the hearing. He disallowed the claim and thereby eliminated Dr. Cordero from the *DeLano* case. (04-20280, WBNY) The evidentiary hearing had been a sham!
4. Indeed, thereafter Judge Ninfo approved Debtor DeLanos' plan of debt repayment without ever

requiring them to account for any money, let alone \$673,657, despite his duty under 11 U.S.C. §1325(a)(3) to ascertain that “the plan has been proposed in good faith and not by means forbidden by law”. On the contrary, the Judge approved the DeLanos’ plan on the recommendation of Chapter 13 Trustee George Reiber, who had likewise refused to ask the DeLanos for even bank account statements, despite their being so obviously indispensable to carrying out his statutory duty under 11 U.S.C. §704(4) “to investigate the financial affairs of the debtor” and “furnish [them when] requested by a party in interest”, as Dr. Cordero had done under 11 U.S.C. §704(7). Similarly, Trustee Reiber had refused to ask the DeLanos for mortgage and title documents to determine the whereabouts of the known \$382,187 that they had obtained in just the known string of mortgages, for which they could only claim an equity of \$21,416 in the only real property that they declared in Schedule A or anywhere else. Trustee Reiber’s supervisor, Assistant U.S. Trustee Kathleen Dunivin Schmitt, also refused to require the DeLanos or Trustee Reiber to produce any documents to account for any of their \$673,657 in income and mortgage receipts. Her superior, U.S. Trustee for Region 2 Deirdre A. Martini, also refused to require that either of the trustees or the DeLanos produce any such documents. The approval of the plan had also been a rubberstamping sham...and they all knew it!

5. Not only them. Dr. Cordero gave notice of his appeal to the District Court, WDNY, from Judge Ninfo’s decision. Then on April 18, 2005, he sent to the Bankruptcy Court pursuant to FRBkrP 8006 his Statement of Issues and Designation of Items in the Record together with his request for the transcript of the evidentiary hearing. Clerk Karen Tacy filed it on April 21, 2005, and on that very same day she transmitted the record to the District Court upstairs in the same small federal building so propitious for people to meet, become friends, and coordinate their acts.
6. So it happened that District Judge David G. Larimer issued an order the following day, April 22, requiring Dr. Cordero to file his appellate brief by May 12. However, FRBkrP 8007(b)

provides that “When the record is complete for purposes of appeal, the clerk shall transmit a copy thereof forthwith to the clerk of the district court.” It should have been obvious to both Clerk Tacy and Judge Larimer that the record could not possibly have been complete on the very day in which it was filed since the 10 days provided under FRBkrP 8006 for “the appellee [to file and serve] a designation of additional items to be included in the record on appeal” had not even started to run.

7. Judge Larimer knew as a matter of fact, because Dr. Cordero brought it to his attention in his objection of May 2, 2005, that as a matter of law the record was incomplete and that he could not order the brief for 20 days hence. Yet, the Judge disregarded FRBkrP 8006, and pretending that Dr. Cordero had asked for an extension of time, rescheduled the brief for June 13. Dr. Cordero had to write another motion on May 16 requesting that Judge Larimer comply with FRBkrP 8007(b) by scheduling the brief only upon having received a complete record, one including the transcript. Only then did Judge Larimer relent and reschedule the brief for 20 days after that transcript had been filed by the court reporter, namely, Reporter Mary Dianetti.
8. It was not until seven months later that she filed it! And that despite Dr. Cordero’s motions to Judge Larimer to order her to produce the transcript and produce it completely, accurately, and without tampering. The Judge denied them, for he had not been in any rush to get Dr. Cordero’s brief. His only objective had been to force Dr. Cordero to file the brief before that transcript had been made part of the record so that he would not be able to refer to it in the brief or make it part of the record of the all but certain appeal to this Court, not to mention the Supreme Court. Judge Larimer had tried unlawfully to deprive Dr. Cordero of the transcript of the evidentiary hearing. On the basis of the testimony of Mr. DeLano himself that document would establish Dr. Cordero’s claim against him and also incriminate Judge Ninfo for having conducted a sham of an evidentiary hearing.

9. So much a sham that both of Mr. DeLano's attorneys, namely, Christopher Werner, Esq., and Michael Beyma, Esq., on three separate occasions signaled answers to Mr. DeLano, who was on the stand, by flailing their arms. Dr. Cordero protested for the record to Judge Ninfo. Rather than deny that the gesture had been that of signaling an answer, the Judge came up with the ridiculously implausible pretense that he had not seen the gesture because from the bench he was looking at Dr. Cordero, who was seated at his table beside the table of the opposing counsel. By contrast, the lawyers admitted the validity of Dr. Cordero's accusation, for neither uttered a word of denial, as innocent men would automatically and indignantly have done.
10. Judge Larimer then did the next best thing after having failed to keep such an incriminating transcript from being made part of the record: He denied Dr. Cordero *every single document* that he requested, including the bank account documents that could prove that the DeLanos had committed bankruptcy fraud by concealing the whereabouts of \$673,657 while pretending that they had gone bankrupt with only \$535 in cash and *on account*.
11. Now this Court has joined in the same pattern: Dr. Cordero filed a motion on December 19, 2006, for the Court to order the DeLanos to produce their bank account statements, 1040 IRS filings, and mortgage and real property documents, but the Court denied *every single document*. In so doing, it did not offer a single word of explanation why it is not interested in obtaining the evidence that could prove that the DeLanos practiced fraud on the court and that the trustees and the judges covered it up. Yet the evidence already available show that they did: The DeLanos concealed assets by not declaring them in their bankruptcy schedules; the trustees practiced fraud on the court by refusing to discharge their duty to investigate and nevertheless recommending the approval of the repayment plan; and Judges Ninfo and Larimer practiced fraud on the court as an institution by participating in or condoning a process-abusive motion to disallow a claim in order to get rid of Dr. Cordero and to that end denying him his due process

right to evidence to assert or defend a legal claim.

12. Why would this Court, which has a supervisory duty to ensure the integrity of the other courts in the circuit, be willing to be seen to tolerate and thereby condone fraud on the court and by its own peers? In denying the motion for production of documents without stating any reason whatsoever and despite both the consistent evidence that fraud is being committed –the concealment of assets is a continuing offense under 18 U.S.C. §3284- and that sham proceedings have been used to protect it, this Court has blatantly disregarded the fundamental principle that "Justice should not only be done, but should manifestly and undoubtedly be seen to be done"; *Ex parte McCarthy*, [1924] 1 K. B. 256, 259 (1923).

1) The Court has now before it unwitting admissions by the Debtors that they committed fraud in their bankruptcy petition when they declared that they only had \$535 in cash and on account, made all their disposable income available to the debt repayment plan, and yet without having to modify it have been able to pay \$27,953! in attorneys' fees and "continue" to incur such fees

13. For its part, what the Court has seen is new evidence that the Debtors do have money. It is unwittingly provided by the Debtors' appellate attorney, David Lawton Palmer, Esq., in his "Affirmation" of January 24, 2007¹. Right from the outset in that caption Att. Palmer also unwittingly shows that he neither read Dr. Cordero's motion of December 6, 2006, with any benefit nor knows independently that the instrument that FRAP provides under Rule 27(a)(1) for "An application for an order or other relief is [a] motion", not an "Affirmation". Att. Palmer 'affirms' in paragraphs 4, 9, and 10 that the Debtors "continue to incur unnecessary attorneys' fees" to defend against Dr. Cordero's appeals and numerous motions.

14. The word "continue" is most revealing in this context, for at last count the Debtors had spent in attorneys' fees billed by Att. Palmer and his colleague, Christopher Werner, Esq. and approved

by Judge Ninfo on August 9, 2005, \$18,005; thereafter Trustee Reiber allowed on December 17, 2005, a claim by Att. Werner for \$9,948. **\$27,953!** and “continue” to count.

15. But wait a moment! How the Debtors, who on Scheduled B claimed to have only \$535 in hand and on account come up with this kind of money? Consider that on January 27, 2004, when they could not have anticipated that any creditor would detect their fraud and make them spend high attorneys’ fees, they filed a plan under 11 U.S.C. §1322 that committed all their disposable income to debt repayment. Yet after having had to defend from Dr. Cordero for more than a year and a half and incurred unexpected attorneys’ fees they had Judge Ninfo approve the same plan without having the need to modify it to accommodate such fees. What is more, since then they have had to incur more attorneys’ fees to defend from Dr. Cordero’s appeal to the District Court and to this Court. Even so, they have been able to “continue” to incur such fees without having to modify the plan either.
16. The conclusion is inescapable: The Debtors had money to pay \$27,953 in attorneys’ fees and even more to “continue” to pay them. If their attorneys had known that as a matter of fact the Debtors had only \$535 in cash and on account and had all their disposable money committed to debt repayment, would they have taken the risk of providing and “continue” to provide the Debtors with legal services that would run up a bill that they knew the Debtors did not have the means to pay?
17. Att. Palmer himself has injudiciously and unwittingly pointed to an undisclosed source of Debtors’ money. He has also unwittingly justified the question that Dr. Cordero raised before, namely, why would reasonable persons, not to mention Mr. DeLano, a 39-year veteran of the financing and banking industry still in the employment of a bank, agree to pay \$27,953 in

¹ That “Affirmation” was rendered moot or denied by implication by the Court’s decisions of February 1, 2007.

attorneys' fees and "continue" to pay more just to oppose producing bank account statements and similar financing documents that would only confirm the good faith of their bankruptcy petition...that is, if it were not a vehicle for fraud? Precisely, because it is such vehicle! They know that if they ever had to produce those documents, their fraud would be proved and they would risk up to 20 years in prison and devastating fines for committing bankruptcy fraud. Consequently, they have no choice but to "continue" to pay such fees. Luckily for them, and for their attorneys as well, they do have the money to pay attorneys' fees.

2) The Debtors can show their good faith by taking either of two alternatives to complaining about having to "continue" paying attorneys' fees: produce the requested documents or agree with Dr. Cordero to go with him to the authorities in Washington, D.C., to make, in exchange for a degree of immunity, a full disclosure of everything they know about their own fraud and the bankruptcy fraud scheme involving the bankruptcy and district courts, the trustees, and any other persons

18. If the Debtors want to avoid having to "continue" to pay attorneys' fees, they can do so quite easily and at no cost: They can produce the documents requested by Dr. Cordero. As a matter of fact, they have them, for at the meeting of creditors held at Trustee Reiber's office on February 1, 2005, in the presence of a hired court stenographer, they said that they had bank and mortgage documents at home...it was Attorney Werner who blurted that he had destroyed documents that the DeLanos had provided him to prepare the petition. Dr. Cordero requested that Trustee Reiber produce the transcription of such meeting, but the Trustee refused on the ludicrous excuse that the stenographer had the copyright to it. Likewise, Trustees Schmitt and Martini disregarded Dr. Cordero's request that they order Trustee Reiber to produce such transcript. And of course, Judge Ninfo and Judge Larimer also refused the same request.
19. In any event, if the DeLanos have those documents at home or if they have to ask their banks, including Mr. DeLano's own employer, M&T Bank, or the county clerk's office to produce

copies of them, it would cost them infinitely less to do so than to “continue” to pay fees to their attorneys only to avoid producing such documents. Let this Court call their bluff, as Dr. Cordero hereby does.

20. The DeLanos can also avoid having to “continue” paying attorneys’ fees because of having to defend from Dr. Cordero by reaching with him an agreement. Under it they would go with him to Washington, D.C., to make, in exchange for some immunity, a full statement to both the authorities and him about their own fraud, the bankruptcy fraud scheme, and any other related wrongdoing.
21. This is the outline of an offer of settlement made by Dr. Cordero to the DeLanos. It is now part of the record. Att. Palmer must convey it to his clients. That is in the best interest of the Debtors, who must be able to make an informed decision whether they want to cut their losses now or “continue” to pay attorneys’ fees and risk the inevitable, which Att. Palmer surprisingly appears to have realized: Dr. Cordero is not quitting. Far from it, he has provided an untold number of people the evidence that he has amassed over the last six years of the coordinated wrongdoing in the federal courts in Rochester and elsewhere in the federal judiciary. All the new evidence and information that are being gathered will be disclosed at the strategic time for maximum favorable impact for Dr. Cordero and other people similarly situated or likeminded. By that time, it will be too late for the DeLanos to save their skin in a plea bargain by offering to trade up incriminating testimony against higher ups in the bankruptcy fraud scheme. Whatever they may have will be old news not worth immunity or leniency. What kind of retirement do the DeLanos realistically hope to enjoy given that this matter has now taken a life of its own? Let Att. Palmer discuss this matter with the DeLanos and come back to him; or let Att. Palmer call Dr. Cordero’s bluff and sit tight and wait until the day of the last judgment comes around, the one of the earthly kind.

3) By refusing to obtain documents that would enable it to determine that fraud on the court has been committed by the Debtors, the trustees, and its peers below, and that thereby the integrity of judicial process has been impaired, the Court abdicates its supervisory position and denies the Creditor due process of law

22. To conclude that the Debtors have committed fraud and that the proceedings by the trustees and in bankruptcy and district courts have been a sham, the Court has all the evidence needed by reasonable people, such as those lay people that as members of a jury can decide on the basis of circumstantial evidence to send a defendant to prison for 20 years, or even to his death. No law, case law, or court rule is needed to persuade it that to disregard the evidence and condone fraud would be, not justice done, but rather a travesty of justice.
23. Hence, not to order the Debtors to produce the financial documents requested by Dr. Cordero in his December 19 motion would only allow the Court to be seen making a spectacle, that of covering up a bankruptcy fraud scheme involving debtors, trustees, and its peers below. It would deny Dr. Cordero due process of law by depriving him of evidence that he was already entitled to receive under 11 U.S.C. §704 and the discovery provisions of FRBkrP 7026 et seq. and FRCP Rules 26 et seq. He needs such documents as evidence to prove his case; and the Court too needs them in order to ensure the integrity of judicial process and the non-toleration of fraud in its proceedings.
24. The denial of the document production motion without a word of explanation makes it more likely that this appeal is headed to be disposed the same way, that is, with a summary order affirming without any comment whatsoever the decision of its Peer Judge Larimer. Indeed, what a sham! To have to litigate in a court that makes decisions in secret without giving any explanation at all and thus, without letting justice be seen to be done, is in practice arbitrary and heavy-handed and constitutes in law a denial of due process. The fact is that the Court has already shown that it can act thus.

B. The Court has refused to order production of documents that can prove bankruptcy fraud; yet it has allowed the Debtors' untimely and informal opposition to undetermined "issues or documents" of the Creditor to proceed to the panel for the latter to resort to such opposition to arbitrarily and heavy-handedly strike down whatever it feels like disregarding in the Creditor's brief and record

25. A sham has already been seen in the workings of this Court. It refused to decide Dr. Cordero's more than two old month motion of December 6, 2006, to disregard the Debtors' opposition to Dr. Cordero's October 21 Statement of Issues and Designation of Items in the record. That opposition was expressed in the most perfunctory, untimely, and informal way possible, namely, no even in a motion, but rather in a November 29 Acknowledgment Letter to "Dear Sir or Madam" in the Clerk's Office "in which [Devin Lawton Palmer, Esq.,] amended the attorney of record for purposes of this appeal to the undersigned rather than Christopher K. Werner, Esq." In addition, Att. Palmer also wrote that:

Please note that in brief response to Creditor-Appellant Dr. Richard Cordero's Statement of Issues to be Presented and Designation of the Record on Appeal (filed October 26, 2006), we oppose the introduction of any issues or documents not previously before the District Court. In that regard, we enclose herein a copy of the Online PACER docket from the District Court (05-cv-06190), which we assume was the same Index referenced as filed with this Court on October 23, 2006 and October 30, 2006.

26. That was it! An undetermined opposition and a lazy assumption in an Acknowledgment Letter. And the "Dear Sir or Madam" that handled the clerical matter of listing the attorney of record was supposed to figure out whatever it was that the new appellate attorney was referring to as "any issues or documents not previously before the District Court".

27. In a timely and formal fashion Dr. Cordero moved the Court to disregard such opposition, stating his reasons therefor in a 10-page motion that discussed the applicable Federal Rules of Appellate Procedure and this Court's Rules 27 and 6(b)(2), which he then summarized in the required Motion Information Statement thus:

- a. failed to identify what issues or designated items they opposed;
- b. failed to state any grounds for opposing such Statement and Designation;
- c. failed to state both what relief was sought and what legal basis there is to be entitled to it;
- d. failed to move a court with jurisdiction to act on their opposition because addressed to the wrong court;
- e. failed to meet the deadline to respond to Appellant's Statement & Designation, so it is untimely;
- f. failed to prevent the result that the record as forwarded by the District Court to this Court and docketed by the latter includes such Statement and Designation;
- g. failed to meet the formal requirements of a motion.

28. The Debtors' Att. Palmer did not even bother to oppose that motion. Due to such default, not to mention the inherent vagueness of such undetermined opposition and lazy assumption, the Court could have granted Dr. Cordero's motion. Otherwise, the Court could have proceeded to "state the legal grounds for acting on the opposition favorably", as Dr. Cordero moved it to do. It is only fair and just that the Court should have stated those grounds so as to justify the substitution of its thinking process and legal argumentation for those of the Debtors' attorney. The fact is that to act on such opposition favorably the Court must guess whatever it was that Att. Palmer meant by "any issues or documents not previously before the District Court" and further guess that what he wanted "Dear Sir or Madam" to do with such "issues or documents" was to strike them from Dr. Cordero's brief. The Court should also have stated the result of its guesswork to allow Dr. Cordero either to timely defend the adversely affected "issues or documents" or concentrate his effort, time, and allotted brief word count on issues and documents that the Court would consider.

29. As the situation stands now, the Court lies in wait for Dr. Cordero to file his brief so that it can jump on it and hack off whatever "issues or documents" it guessed Att. Palmer wished to oppose and might have wanted "Dear Sir or Madam" to disregard. Just as evidence cannot be introduced

by ambush, an appellant's issues and record cannot be stricken down by unfair surprise. That constitutes denial of due process, whose very essence is that process occurs with due notice to all parties, transparently in the open, and impartially without being the judge for both parties while becoming the advocate for one of them.

C. Relief Requested

30. Therefore, Appellant-Creditor Dr. Cordero respectfully requests that this Court:
- a. reconsider its February 1 denial of Dr. Cordero's motion of December 19 and grant it by ordering the Debtors to produce within 30 days:
 - 1) the statements of all their individual and joint bank, credit, debit, and investment accounts and 1040 IRS filings since 1/1/96 to date;
 - 2) complete documents relating to all real property anywhere in which they have any interest in their names or in third parties', and to all their mortgages and loans, including those relating to their home bought in 1975;
 - b. otherwise, state the reasons why it denies production of documents necessary both to avoid fraud on and by the court; and to ensure that it conducts these appellate proceedings and affords Dr. Cordero participation therein in conformity with due process;
 - c. order Trustees Reiber and Schmitt to produce the audio tapes and transcripts of the meeting of creditors in the *DeLano* case 04-20280, WBNY, held on March 8, 2004, and February 1, 2005;
 - d. grant Dr. Cordero's motion to disregard the Debtors' untimely and informal opposition to undetermined "issues or documents" stated by Att. Palmer in his Acknowledgment Letter of November 26, 2006, to the Clerk's office;
 - e. otherwise,

- 1) state what "issues or documents" it guessed Att. Palmer was referring to,
 - 2) how it guessed it, and
 - 3) what it decided to do therewith,
- f. immediately suspend the scheduling order and give the parties actual notice thereof so that Dr. Cordero may know whether he has to write and file his brief by the scheduled date of next March 5;
- g. reissue the scheduling order after deciding this motion and after any documents ordered produced have been actually produced;
- h. discharge its duty under 18 U.S.C. §3057(a) by referring this case to the office of U.S. Attorney General in Washington, D.C., for investigation upon the belief of bankruptcy fraud having been committed and with the recommendation that the case not be referred to its field offices in Rochester or Buffalo, NY, and that no officer connected now or in the past with those offices be allowed to participate in the investigation;
- i. grant Dr. Cordero any other relief that in law and practice may be just and fair.

Dated: February 15, 2007
59 Crescent Street
Brooklyn, NY 11208

Dr. Richard Cordero
Dr. Richard Cordero
Appellant Pro Se
tel. (718) 827-9521

**The DeLanos' income of \$291,470,
mortgage receipts of \$382,187,
plus credit card borrowing of \$98,092**

unaccounted for due to the judges' refusal to require production of documents supporting their declaration in Schedule B (D:31) that at the time of filing their bankruptcy petition they only had in hand and on account \$535!

Exhibit page #	Mortgages referred to in the incomplete documents produced by the DeLanos to Chapter 13 Trustee George Reiber ^a (cf.Add:966§B)	Mortgages or loans	
		year	amount
D ^b :342	1) from Columbia Banking, S&L Association	16jul75	\$26,000
D:343	2) another from Columbia Banking, S&L Asso.	30nov77	7,467
D:346	3) still another from Columbia Banking, S&L Asso.	29mar88	59,000
D:176/9	4) owed to Manufacturers & Traders Trust=M&T Bank	March 88	59,000
D:176/10	5) took an overdraft from ONONDAGA Bank	March 88	59,000
D:348	6) another mortgage from Central Trust Company	13sep90	29,800
D:349	7) even another one from M&T Bank	13dec93	46,920
D:350-54	8) yet another from Lyndon Guaranty Bank of NY	23dec99	95,000
	9) any other not yet disclosed?	Subtotal	\$382,187
The DeLanos' earnings in just the three years preceding their voluntary bankruptcy petition of January 27, 2004 (D:23)			
2001	1040 IRS form (D:186)	\$91,229	\$91,229
2002	1040 IRS form (D:187) Statement of Financial Affairs (D:47)	\$91,859	91,655
2003	1040 IRS form (D:188) Statement of Financial Affairs (D:47)	+97,648	+108,586
to this must be added the receipts contained in the \$98,092 owed on 18 credit cards, as declared in Schedule F (D:38) ^c		\$280,736 ^d	\$291,470 ^d
		TOTAL	\$673,657

^a The DeLanos claimed in their bankruptcy petition that their only real property is their home, valued on November 23, 2003, at \$98,500, as to which their mortgage is still \$77,084 and their equity is only \$21,416 (D:30/Sch.A)...after making mortgage payments for 30 years! and having received during that same period at least \$382,187 through the known elements of a string of mortgages! *Mind-boggling!*

^b D=Designated items in the record of *Cordero v. DeLano*, 05-6190L, WDNY, of April 18, 2005.

^c The DeLanos declared that their credit card debt on 18 cards totals \$98,092 (D:38/Sch.F), while they set the value of their household goods at only \$2,810! (D:31/Sch.B) *Implausible!* Couples in the Third World end up with household possessions of greater value after having accumulated them in their homes over their worklives of more than 30 years.

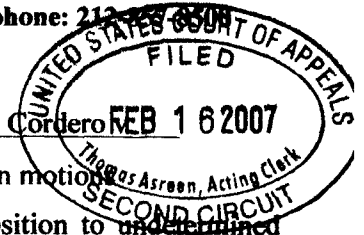
^d Why do these numbers not match?

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007 Telephone: 212-424-6500

ORIGINAL

MOTION INFORMATION STATEMENT



Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero

Motion for: reconsideration and grant of the disregard opposition and document production motion

- 1) On December 6, 2006, Appellant-Creditor filed a motion for Appellee-Debtors' opposition to undetermined "issues or documents" to be disregarded. Instead of deciding it, the Court sent it to the panel, thereby depriving Creditor of the knowledge of what, not only the Court, the also Debtors themselves deem to be the "issues or documents" to be considered on this appeal and on which Creditor should write his brief.
- 2) On December 19, 2006, Creditor filed a motion for production of documents necessary for the Court to determine this case and afford due process of law. That motion was denied. Yet those documents can show that the Debtors have concealed assets in the known amount of a least \$673,657, that they practiced fraud on the court and the Creditor, and had it covered up by the courts below denying him every single document that he requested and conducting sham proceedings.
 - a) There is new evidence unwittingly provided by the Debtors that contrary to their declaration that they had only \$535 in cash and on account when they filed their petition, they actually had money to pay their attorneys' fees, not only those last known in the amount of \$27,953, but also to "continue" paying them their fees.
- 3) Appellant respectfully requests that this Court grant the relief requested in the attached motion; including this:
 - a) grant the motion to disregard Debtors' opposition or state what undetermined "issues or documents" it guessed the Debtors were referring to and how and why it took it upon itself to engage in guesswork;
 - b) order Debtors to produce within 30 days: **I**) the statements of all their individual & joint bank, credit, debit, and investment accounts and 1040 IRS filings since 1/1/96 to date; **II**) complete documents relating to all real property anywhere in which they have any interest in their names or in third parties', and to all their mortgages and loans, including those relating to their home bought in 1975;
 - c) suspend the order requiring Creditor's brief by March 5 and reissue its decision on the rest of this motion.

<p>MOVING PARTY: Dr. Richard Cordero Creditor-Appellant 59 Crescent Street, Brooklyn, NY 11208-1515 tel. (718) 827-9521; corderoric@yahoo.com MOVING ATTORNEY: Pro se</p>	<p>OPPOSING PARTY: David and Mary Ann DeLano OPPOSING ATTORNEY: Devin L. Palmer, Esq. Boylan, Brown, Code, Vigdor & Wilson, LLP 2400 Chase Square, Rochester, NY 14604 tel. (585)232-5300; fax (585)232-3528</p>
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Court-Judge/Agency appealed from: U.S. District Court, WDNY, U.S. District Judge David G. Larimer

Has consent of opposing counsel:
 A. been sought? No B. been obtained? _____
 Has request for relief been made below?
 Is oral argument requested? Yes
 (requests for oral argument will not necessarily be granted)
 Has argument date of appeal been set? No

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL:

Has this relief been previously sought in this Court?
 Requested return date and explanation of emergency:
 Appellant-Creditor moved for relief on December 6 & 19. The Court took action on them on February 1.

Signature of Moving Attorney:
Dr. Richard Cordero

The Court's decisions of these motions will affect decisively what the Creditor is supposed to write his brief on. Creditor requests that the Court immediately suspend the scheduling order, give him actual notice thereof; & reissue it after deciding this motion and documents have been produced

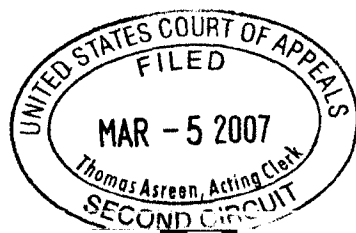
ORDER

Before: Hon. Peter W. Hall, *Circuit Judge*

IT IS HEREBY ORDERED that the motion by pro se appellant to reconsider Order (filed 1/24/07) denying motion for production of documents is DENIED.

FOR THE COURT:
 THOMAS ASREEN, Acting Clerk
 by

Arthur M. Heller
 Arthur M. Heller
 Motions Staff Attorney



Date

United States Court of Appeals for the Second Circuit

06-4780-bk

Dr. Richard Cordero,

Appellant and creditor

v.

ORDER

David and Mary Ann DeLano

Appellees and debtors in bankruptcy

Having considered the briefs filed in his appeal, IT IS HEREBY ORDERED AS FOLLOWS:

A. Persons and entities concerned by this Order

1. David DeLano and Mary Ann DeLano (hereinafter the DeLanos), Debtors and Appellees in the above-captioned case, hereinafter *DeLano*, which shall be understood to include the cases below, namely, *In re David and Mary Ann DeLano*, 04-20280, WBNY, and *Cordero v. DeLano*, 05-6190, WDNY;
2. Chapter 13 Trustee George Reiber, South Winton Court, 3136 S. Winton Road, Rochester, NY 14623, tel. (585) 427-7225, and any and all members of his staff, including but not limited to, James Weidman, Esq., attorney for Trustee Reiber;
3. Devin L. Palmer, Esq. and Christopher K. Werner, Esq., attorneys for the DeLanos, Boylan, Brown, Code, Vigdor & Wilson, LLP, 2400 Chase Square, Rochester, NY 14604, tel. (585) 232-5300; and any and all members of their firm;

4. Mary Dianetti, Bankruptcy Court Reporter, 612 South Lincoln Road, East Rochester, NY 14445, tel. (585) 586-6392;
5. Kathleen Dunivin Schmitt, Esq., Assistant U.S. Trustee for Rochester, Office of the U.S. Trustee, U.S. Courthouse, 100 State Street, Rochester, NY, 14614, tel. (585) 263-5812, and any and all members of her staff, including but not limited to, Ms. Christine Kyler, Ms. Jill Wood, and Ms. Stephanie Becker;
6. Ms. Diana G. Adams, Acting U.S. Trustee for Region 2, and Deirdre A. Martini, former U.S. Trustee for Region 2, and Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, tel. (212) 510-0500;
7. Manufacturers & Traders Trust Bank (M&T Bank), 255 East Avenue, Rochester, NY, tel. (800) 724-8472;
8. U.S. Bankruptcy Judge John C. Ninfo, II, and Paul R. Warren, Esq., Clerk of Court, United States Bankruptcy Court, 1400 U.S. Courthouse, 100 State Street, Rochester, NY 14614, tel. (585) 613-4200, and any and all members of their staff;
9. U.S. District Judge David G. Larimer and Rodney C. Early, Clerk of Court, United States District Court, 2120 U.S. Courthouse, 100 State Street, Rochester, N.Y. 14614, tel. (585)613-4000, fax (585)613-4035, and any and all members of their staff; and
10. Any and all persons or entities that are in possession or know the whereabouts of, or control, the documents or items requested hereinafter.

B. Procedural provisions applicable to all persons and entities concerned by this Order, who shall:

11. Understand a reference to a named person or entity to include any and all members of such person's or entity's staff or firm;
12. Comply with the instructions stated below and complete such compliance within seven days

of the issue of this Order unless a different deadline for compliance is stated below;

13. Be held responsible for any non-compliance and subject to the continuing duty to comply with this Order within the day each day after the applicable deadline is missed;
14. Produce of each document within the scope of this Order those parts stating as to each transaction covered by such document:
 - a. the source or recipient of funds or who made any charge or claim for funds;
 - b. the time and amount of each such transaction;
 - c. the description of the goods or service concerned by the transaction;
 - d. the document closing date;
 - e. the payment due date;
 - f. the applicable rates;
 - g. the opening date and the good or delinquent standing of the account, agreement, or contract concerned by the document;
 - h. the beneficiary of any payment;
 - i. the surety, codebtor, or collateral; and
 - j. any other matter relevant to this Order or to the formulation of the terms and conditions of such document;
15. Certify individually as such person, or if an entity, by its representative, in an affidavit or an unsworn declaration subscribed as provided for under 28 U.S.C. §1746 (hereinafter collectively referred to as a certificate), with respect to each document produced that such document has not been the subject of any addition, omission, modification, or correction of any type whatsoever and that it is the whole of the document without regard to the degree of relevance or lack thereof of any part of such document other than any part requiring its production; or certify why such certification cannot be made with respect to any part or the

whole of such document and attach such document;

16. Produce any document within the scope of this Order by producing a true and correct copy of such document;
17. Produce a document and/or a certificate concerning it whenever a reasonable person acting in good faith would:
 - a. believe that at least one part of such document comes within the scope of this Order;
 - b. be in doubt as to whether any or no part of a document comes within that scope; or
 - c. think that another person with an adversarial interest would want such production or certificate made or find it of interest in the context of ascertaining whether, in particular, the DeLanos have committed bankruptcy fraud, or, in general, there is a bankruptcy fraud scheme involving the DeLanos and/or any other individual; and
18. File with the Court and serve on Appellant Dr. Richard Cordero at 59 Crescent Street, Brooklyn, NY 11028, tel. (718) 827-9521), and the trustee succeeding Trustee George Reiber when appointed (hereinafter the successor trustee) any document produced or certificate made pursuant to this Order.

C. Substantive provisions

19. Any person or entity concerned by this Order who with respect to any of the following documents **i)** holds such document (hereinafter holder) shall produce a true and correct copy thereof and a certificate; **ii)** controls or knows the whereabouts or likely whereabouts of any such document (hereinafter identifier) shall certify what document the identifier controls or knows the whereabouts or likely whereabouts of, and state such whereabouts and the name and address of the known or likely holder of such document:
 - a. The audio tape of the meeting of creditors of the DeLanos held on March 8, 2004, at the

Office of the U.S. Trustee in Rochester, room 6080, and conducted by Att. Weidman, shall be produced by Trustee Schmitt, who shall within 10 days of this Order arrange for, and produce, its transcription on paper and on a floppy disc or CD; and produce also the video tape shown at the beginning of such meeting and in which Trustee Reiber was seen providing the introduction to it;

- b. The transcript of the meeting of creditors of the DeLanos held on February 1, 2005, at Trustee Reiber's office, which transcript has already been prepared and is in possession of Trustee Reiber, who shall produce it on paper and on a floppy disc or CD;
- c. The original stenographic packs and folds on which Reporter Dianetti recorded the evidentiary hearing of the DeLanos' motion to disallow Dr. Cordero's claim, held on March 1, 2005, in the Bankruptcy Court, shall be kept in the custody of the Bankruptcy Clerk of Court and made available to this Court or the Judicial Conference of the United States upon the request of either of them;
- d. The documents that Trustee Reiber obtained from any source prior to the confirmation hearing for the DeLanos' plan on July 25, 2005, in the Bankruptcy Court, whether such documents relate generally to the DeLanos' bankruptcy petition or particularly to the investigation of whether they have committed fraud, regardless of whether such documents point to their joint or several commission of fraud or do not point to such commission but were obtained in the context of such investigation;
- e. The statement reported in *DeLano*, WBNY docket 04-20280, entry 134, to have been read by Trustee Reiber into the record at the July 25 confirmation hearing before Judge Ninfo of the DeLanos' plan, of which there shall be produced a copy of the written version, if any, of such statement as well as a transcription of such statement exactly as read;

f. The financial documents in either or both of the DeLanos' names, or otherwise concerning a financial matter under the total or partial control of either or both of them, regardless of whether either or both exercise such control directly or indirectly through a third person or entity, and whether for their benefit or somebody else's, since January 1, 1975, to date,

1) Such as:

- (a) the ordinary, whether the interval of issue is a month or a longer or shorter interval, and extraordinary statements of account of each and all checking, savings, investment, retirement, pension, credit card, and debit card accounts at or issued by M&T Bank and/or any other entity in the world;
- (b) the unbroken series of documents relating to the DeLanos' purchase, sale, or rental of any property or share thereof or right to its use, wherever in the world such property may have been, is, or may be located, including but not limited to:
 - (i) real estate, including but not limited to the home and surrounding lot at 1262 Shoecraft Road, Webster (and Penfield, if different), NY; and
 - (ii) personal property, including any vehicle, mobile home, or water vessel;
- (c) mortgage documents;
- (d) loan documents;
- (e) title documents and other documents reviewing title, such as abstracts of title;
- (f) prize documents, such as lottery and gambling documents;
- (g) service documents, wherever in the world such service was, is being, or may be received or given; and
- (h) documents concerning the college expenses of each of the DeLanos' children,

including but not limited to tuition, books, transportation, room and board, and any loan extended by a government or a private entity for the purpose of such education, regardless of whose name appears as the borrower on the loan documents;

2) the production of such documents shall be made pursuant to the following timeframes:

(a) within two weeks of the date of this Order, such documents dated since January 1, 2000, to date;

(b) within 30 days from the date of this Order, such documents dated since January 1, 1975, to December 31, 1999.

20. The holder of the original of any of the documents within the scope of this Order shall certify that he or she holds such original and acknowledges the duty under this Order to hold it in a secure place, ensure its chain of custody, and produce it only upon order of this Court, the court to which *DeLano* may be transferred, the Supreme Court of the United States, or the Judicial Conference of the United States.

21. *DeLano* and *Pfuntner v. Gordon et al.*, docket no. 02-2230, WBNY, (hereinafter *Pfuntner*), are withdrawn from the District and Bankruptcy Courts to this Court pursuant to 28 U.S.C. §157(d).and the inherent power of this Court over lower courts in the Second Circuit.

22. The orders of Judge Ninfo, II, of August 9, 2005, confirming the DeLanos' Chapter 13 plan and of February 7, 2007, discharging the DeLanos after completion of their plan are hereby revoked; his order of August 8, 2005, to M&T Bank shall continue in force and the Bank shall continue making payments to Trustee Reiber until the appointment of a trustee to succeed him and from then on to the successor trustee, to the custody of whom all funds held by Trustee Reiber in connection with *DeLano* shall be transferred.

23. The notice signed by Clerk Warren, dated January 24, 2007, releasing employer from making further payments to Trustee Reiber is hereby withdrawn and the situation preceding it is reinstated as if the notice had never been given or acted upon.
24. Trustee George Reiber is removed pursuant to 11 U.S.C. §324(a) as trustee in *DeLano*, but shall continue subject to the jurisdiction of this Court and this Order, and such jurisdiction shall continue after appointment of a successor trustee or transfer of *DeLano* to any other court;
25. The Court recommends that:
 - a. the successor trustee be an experienced trustee from a district other than WDNY, such as a trustee based in Albany, NY, who shall:
 - b. certify that he or she:
 - 1) is unfamiliar with any aspect of *DeLano*,
 - 2) is unrelated and unknown to any party or officer in WDNY and WBNY;
 - 3) will faithfully represent pursuant to law the DeLanos' unsecured creditors;
 - c. exhaustively investigate the DeLanos' financial affairs on the basis of the documents described herein and similar documents, such as those already produced by the DeLanos to both Trustee Reiber and Dr. Cordero, to determine whether they have committed bankruptcy fraud, particularly concealment of assets,
 - d. produce a report of the inflow, outflow, and current whereabouts of the DeLanos' assets - whether such assets be earnings, real or personal property, rights, or otherwise, or be held jointly or severally by them directly or indirectly under their control anywhere in the world- since January 1, 1975, to date; and
 - e. file in the court under whose jurisdiction this case shall be at the time, and serve upon the DeLanos and Dr. Cordero a copy of, such report together with a copy of its related

documents, which shall include all documents obtained during the course of such investigation and any previous investigation conducted while the case was in the Bankruptcy Court or the District Court.

26. The Court recommends that the successor trustee employ under 11 U.S.C. §327 a reputable, independent, and certified accounting and title firm, such as one based in Albany, to conduct the investigation and produce the report referred to in ¶25 above; and such firm shall produce a certificate equivalent to that required therein.
27. Court Reporter Mary Dianetti, who shall have no part in the transcription of any document within the scope of this Order, is referred to the Judicial Conference of the United States for investigation of her refusal to certify that the transcript of her recording of the evidentiary hearing held in the Bankruptcy Court, WBNY, on March 1, 2005, of the DeLanos' motion to disallow Dr. Cordero's claim would be complete, accurate, and tamper-free; Dr. Cordero's motion of July 18, 2005, for the District Court, WDNY, to make such referral under 28 U.S.C. §753 and all its exhibits are referred to the Judicial Conference as his statement on the matter; and the Conference is hereby requested to designate an individual other than Reporter Dianetti to make such transcript and produce it for review and evaluation to the Conference, this Court, and Dr. Cordero.
28. Notwithstanding the above and without detriment to any party's duty to it carry out, *DeLano* and *Pfuntner* are reported under 18 U.S.C. §3057(a) to U.S. Attorney General Alberto Gonzales, with the recommendation that they be investigated by U.S. attorneys and FBI agents, such as those from the U.S. Department of Justice and FBI offices in Washington, D.C., or Chicago, who are unfamiliar with either of those cases and unacquainted with any of the parties to either of them, or court officers, whether judicial or administrative, or trustees, directly or indirectly involved in, concerned with, or affected by either of those cases or that

may be investigated, and that no staff from the offices of the Department or the FBI in either Rochester or Buffalo participate in any way in such investigation.

29. *DeLano* and *Pfuntner* are transferred in the interest of justice and judicial economy under 28 U.S.C. §1412 to the U.S. District Court for the Northern District in Albany, NY, for a trial by jury before a visiting judge from a circuit other than the Second Circuit who is unfamiliar with either of those cases and unrelated and unacquainted with any of the parties to either of those case, or any court officers, whether judicial or administrative, or trustees, directly or indirectly involved in, concerned with, or affected by either of those cases or that may be investigated in connection therewith.
30. All proceedings concerning this matter shall be recorded by the Court using, in addition to stenographic means, electronic sound recording, and any party shall be allowed to make its own electronic sound or video recording of any and all such proceedings.

FOR THE COURT:

Date

United States Bankruptcy Court

04-20280

NOTICE OF
CHAPTER 13 BANKRUPTCY CASE, MEETING OF CREDITORS, AND DEADLINES

You may be a creditor of the debtor(s). This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

Debtor(s) (name(s) and address): DAVID G DELANO 1262 SHOECRAFT ROAD WEBSTER, NY 14580 AKA:	Date Case Filed(or Converted): January 27, 2004	Soc Sec/Tax Id Nos: 077-32-3894 091-36-0517
Joint: MARY ANN DELANO 1262 SHOECRAFT ROAD WEBSTER, NY 14580		

Individual debtors must provide picture identification and proof of social security number to the trustee at this meeting of creditors. Failure to do so may result in your case being dismissed.

Attorney for Debtor(s) (name and address): CHRISTOPHER K WERNER, ESQ BOYLAN BROWN, ET AL 2400 CHASE SQUARE ROCHESTER, NY 14604-0000 Telephone Number: (716) 232-5300	Bankruptcy Trustee (name and address): George M. Reiber 3136 South Winton Road Suite 206 Rochester, NY 14623 Telephone Number: (585) 427-7225
--	---

See Reverse Side For Important Explanations.

Meeting of Creditors:

DATE: March 08, 2004
TIME: 01:00 PM

Location: U.S. Trustee's Office
6080 U.S. Courthouse
100 State Street
Rochester, NY 14614

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines.

Deadline to File a Proof of Claim:

For all creditors (except a governmental unit): **June 07, 2004**

For governmental units: **July 26, 2004**

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The debtor has filed a plan. The plan or a summary of the plan is enclosed. The hearing on confirmation will be held:

DATE: March 08, 2004
TIME: 03:30 PM

Location: U. S. Bankruptcy Court
1400 U.S. Courthouse
100 State Street
Rochester, NY 14614

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, debtor's property, and certain codebtors. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

The plan proposes payments to the Trustee of \$1,940.00 MO
With unsecured claims to be paid 22 cents on the dollar.

PLEASE TAKE FURTHER NOTICE THAT ALL CLAIMS, INCLUDING THOSE CLAIMS PURPORTING TO BE A LIEN UPON REAL PROPERTY, MAY BE DEEMED TO BE UNSECURED UNLESS PROOF OF THE DEBT, THE PERFECTION OF THE LIEN AND THE VALUE OF THE SECURITY IS FILED WITH THE COURT AT OR BEFORE THE ABOVE MEETING OF CREDITORS.

A HEARING TO DETERMINE THE VALIDITY AND THE VALUE OF ANY CLAIMED SECURITY INTEREST IN PROPERTY OF THE DEBTOR, AND A HEARING TO DETERMINE VALIDITY OF ANY LIEN OR SECURITY INTEREST CLAIMED AGAINST EXEMPT PROPERTY COVERED BY SEC. 522 F, 11 USC WILL BE HELD AT THE HEARING ON CONFIRMATION.

WRITTEN OBJECTIONS TO CONFIRMATION MAY BE FILED WITH THE COURT AT ANY TIME PRIOR TO CONFIRMATION.

Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court
100 State St.

Rochester, NY 14614

Website: <http://www.nywb.uscourts.gov>

Clerk of the Bankruptcy Court:
PAUL R. WARREN

DATED: February 03, 2004

Case filing information and deadline dates can be obtained free of charge by calling our Voice Case Information System: (716) 551-5311 or (800) 776-9578. Hours Open 8:00am to 4:30pm

Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under Chapter 13 of the Bankruptcy Code (Title 11, United States Code) has been filed in this court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the bankruptcy court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan [is included with this notice] or [will be sent to you later], and [the confirmation hearing will be held on the date indicated on the front of this notice] or [you will be sent notice of the confirmation hearing]. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the court orders otherwise.
Creditors May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in the Bankruptcy Code §362 and §1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you may not be paid any money on your claim against the debtor in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor. Do not file voluminous attachments to your proof of claim. Include only relevant excerpts which are clearly labeled as such. Full versions of excerpted documents must be made available upon request.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors; even if the debtor's case is converted to Chapter 7. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side unless otherwise noted. You may inspect all papers filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. You may want to consult an attorney to protect your rights.
Return Mail	The address of the debtor's attorney will be used as the return address for the Notice of Meeting of Creditors. For returned or undeliverable mailings, debtor's must obtain the intended recipient's correct address, resend the notice and file an affidavit of service with the Clerk's office. The Clerk's office will then update its records for future mailings. Failure to serve all parties with a copy of this notice may adversely affect the debtor.
---Refer To Other Side For Important Deadlines and Notices---	

CERTIFICATE OF MAILING

CASE: 0420280 TRUSTEE: 63 COURT: 146
 TASK: 02-02-2004.00111358.N13N02 DATED: 02/03/2004

Court	U.S. Bankruptcy Court	100 State St. Rochester, NY 14614
Trustee	George M. Reiber Suite 206	3136 South Winton Road Rochester, NY 14623
Debtor	DAVID G DELANO	1262 SHOECRAFT ROAD WEBSTER, NY 14580
Joint	MARY ANN DELANO	1262 SHOECRAFT ROAD WEBSTER, NY 14580
799	000001 CHRISTOPHER K WERNER, ESQ 2400 CHASE SQUARE	BOYLAN, BROWN, ET AL ROCHESTER, NY 14604-0000
001	000005 AT & T UNIVERSAL CARD	P O BOX 8217 S HACKENSACK, NJ 07606
014	000016 CITICARDS	P O BOX 8116 S HACKENSACK, NJ 07606
015	000018 CITICARDS	P O BOX 8116 S HACKENSACK, NJ 07606
018	000021 DR RICHARD CORDERO	59 CRESCENT STREET BROOKLYN, NY 11208-1515
011	000014 CHASE	P O BOX 1010 HICKSVILLE, NY 11802-0000
021	000023 HSBC BANK USA	SUITE 0627 BUFFALO, NY 14270-0627
020	000004 GENESEE REGIONAL BANK	3670 MT READ BLVD ROCHESTER, NY 14616
003	000007 BANK ONE	P O BOX 15153 WILMINGTON, DE 19886
004	000009 BANK ONE	P O BOX 15153 WILMINGTON, DE 19886
005	000010 BANK ONE	P O BOX 15153 WILMINGTON, DE 19886
022	000024 MBNA AMERICA	P O BOX 15137 WILMINGTON, DE 19886
023	000025 MBNA AMERICA	P O BOX 15137 WILMINGTON, DE 19886
024	000026 MBNA AMERICA	P O BOX 15102 WILMINGTON, DE 19886-0000
016	000019 DISCOVER CARD	P O BOX 15251 WILMINGTON, DE 19886-5251
019	000022 FLEET CREDIT CARD SERVICES	P O BOX 15368 WILMINGTON, DE 19886-5368
006	000008 BANK ONE/FIRST USA BANK RECOVERY DEPT	PO BOX 517 FREDERICK, MD 21705-0517
007	000011 CAPITAL ONE	P O BOX 85147 RICHMOND, VA 23285
008	000013 CAPITAL ONE	P O BOX 85147 RICHMOND, VA 23285
010	000012 CAPITAL ONE BANK	P O BOX 85167 RICHMOND, VA 23285-0000
017	000020 DISCOVER FINANCIAL SERVICES	P.O. BOX 8003 HILLIARD, OH 43026

AFFA

CERTIFICATE OF MAILING

CASE: 0420280 TRUSTEE: 63
TASK: 02-02-2004.00111358.N13N02

COURT: 146
DATED: 02/03/2004

025	000027	SEARS P O BOX 182149	PAYMENT CENTER COLUMBUS, OH 43218
026	000028	SEARS ATTN: BK DEPT	PO BOX 3671 DES MOINES, IA 50322- 000
002	000006	BANK OF AMERICA	P O BOX 531323 PHOENIX, AZ 85072-3132
012	000015	CHASE MANHATTAN BANK USA ATTN: PAYMENT PROCESSING	150 WEST UNIVERSITY DRIVE TEMPE, AZ 85281
013	000017	CITIBANK/CHOICE EXCEPTION PYMT PROCESSING	P O BOX 6305 THE LAKES, NV 88901-6305
027	000029	WELLS FARGO FINANCIAL	P O BOX 98784 LAS VEGAS, NV 89193
009	000003	CAPITAL ONE AUTO FINANCE	P O BOX 93016 LONG BEACH, CA 90809-3016

32 NOTICES

THE ABOVE REFERENCED NOTICE WAS MAILED TO EACH OF THE ABOVE ON 02/03/2004.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.
EXECUTED ON 02/03/2004 BY *F. Martini*

RCM - Indicates notice served via Certified Mail

FORM B1	United States Bankruptcy Court Western District of New York	Voluntary Petition
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Name of Debtor (if individual, enter Last, First, Middle): DeLano, David G.	Name of Joint Debtor (Spouse) (Last, First, Middle): DeLano, Mary Ann
--	--

All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all): xxx-xx-3894	Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all): xxx-xx-0517
--	--

Street Address of Debtor (No. & Street, City, State & Zip Code): 1262 Shoecraft Road Webster, NY 14580	Street Address of Joint Debtor (No. & Street, City, State & Zip Code): 1262 Shoecraft Road Webster, NY 14580
--	--

County of Residence or of the Principal Place of Business: Monroe	County of Residence or of the Principal Place of Business: Monroe
---	---

Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
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Location of Principal Assets of Business Debtor (if different from street address above):

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

<p>Type of Debtor (Check all boxes that apply)</p> <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other _____ <input type="checkbox"/> Clearing Bank	<p>Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)</p> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding
---	---

<p>Nature of Debts (Check one box)</p> <input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business	<p>Filing Fee (Check one box)</p> <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.
---	--

Chapter 11 Small Business (Check all boxes that apply)

 Debtor is a small business as defined in 11 U.S.C. § 101
 Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Statistical/Administrative Information (Estimates only)

 Debtor estimates that funds will be available for distribution to unsecured creditors.
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated Assets							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated Debts							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): FORM B1, Page 2 DeLano, David G. DeLano, Mary Ann
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Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)		
Location Where Filed: - None -	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)		
Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.	<p style="text-align: center;">Exhibit A</p> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.
<p><input checked="" type="checkbox"/> <u>/s/ David G. DeLano</u> Signature of Debtor David G. DeLano</p> <p><input checked="" type="checkbox"/> <u>/s/ Mary Ann DeLano</u> Signature of Joint Debtor Mary Ann DeLano</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p><u>January 26, 2004</u> Date</p>	<p style="text-align: center;">Exhibit B</p> (To be completed if debtor is an individual whose debts are primarily consumer debts) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. <p><input checked="" type="checkbox"/> <u>/s/ Christopher K. Werner, Esq.</u> <u>January 26, 2004</u> Signature of Attorney for Debtor(s) Date Christopher K. Werner, Esq.</p>
<p style="text-align: center;">Signature of Attorney</p> <p><input checked="" type="checkbox"/> <u>/s/ Christopher K. Werner, Esq.</u> Signature of Attorney for Debtor(s) <u>Christopher K. Werner, Esq.</u> Printed Name of Attorney for Debtor(s) <u>Boylan, Brown, Code, Vigdor & Wilson, LLP</u> Firm Name <u>2400 Chase Square</u> <u>Rochester, NY 14604</u> Address <u>585-232-5300</u> Telephone Number <u>January 26, 2004</u> Date</p>	<p style="text-align: center;">Exhibit C</p> Does the debtor own or have possession of any property that poses a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No

<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.	<p style="text-align: center;">Signature of Non-Attorney Petition Preparer</p> I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.
<p><input checked="" type="checkbox"/> _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	<p>_____ Printed Name of Bankruptcy Petition Preparer</p> <p>_____ Social Security Number (Required by 11 U.S.C. § 110(c).)</p> <p>_____ Address</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:</p> <p>_____ Signature of Bankruptcy Petition Preparer</p> <p>_____ Date</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</p>

<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.	<p>_____ Printed Name of Bankruptcy Petition Preparer</p> <p>_____ Social Security Number (Required by 11 U.S.C. § 110(c).)</p> <p>_____ Address</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:</p> <p>_____ Signature of Bankruptcy Petition Preparer</p> <p>_____ Date</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</p>
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**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano,
Mary Ann DeLano

Debtors

Case No. _____

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		
			ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	98,500.00		
B - Personal Property	Yes	4	164,956.57		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		87,369.49	
E - Creditors Holding Unsecured Priority Claims	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4		98,092.91	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			4,886.50
J - Current Expenditures of Individual Debtor(s)	Yes	1			2,946.50
Total Number of Sheets of ALL Schedules		16			
Total Assets			263,456.57		
			Total Liabilities		185,462.40

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE A. REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. (See Schedule D.) If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1262 Shoecraft Road, Webster (value per appraisal 11/23/03)	Fee Simple	J	98,500.00	77,084.49

Sub-Total > 98,500.00 (Total of this page)

Total > 98,500.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		misc cash on hand	J	35.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		M & T Checking account	J	300.00
		M & T Savings	W	200.00
		M & T Bank Checking	W	0.50
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Furniture: sofa, loveseat, 2 chairs, 2 lamps, 2 tv's 2 radios, end tables, basement sofa, kitchen table and chairs, misc kitchen appliances, refrigerator, stove, microwave, place settings; Bedroom furniture - bed, dresser, nightstand, lamps, 2 foutons, 2 lamps, table 4 chairs on porch; desk, misc garden tools, misc hand tools.	J	2,000.00
		computer (2000); washer/dryer, riding mower (5 yrs), dehumidifier, gas grill,	J	350.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		misc books, misc wall decorations, family photos, family bible	J	100.00
6. Wearing apparel.		misc wearing apparel	J	50.00
7. Furs and jewelry.		wedding rings, wrist watches	J	100.00
		misc costume jewelry, string of pearls	W	200.00

Sub-Total > 3,335.50
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
8. Firearms and sports, photographic, and other hobby equipment.		camera - 35mm snapshot cameras ((2) purchased for \$19.95 each new	J	10.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.		Xerox 401-K \$38,000; stock options \$4,000; retirement account \$17,000 - all in retirement account	W	59,000.00
		401-k (net of outstanding loan \$9,642.56)	H	96,111.07
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
15. Accounts receivable.		Debt due from son (\$10,000) - uncertain collectibility - unpaid even when employed but now laid off from Heidelberg/Nexpress	J	Unknown
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.		2003 tax liability expected	J	0.00
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			

Sub-Total > 155,121.07
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.	X			
22. Licenses, franchises, and other general intangibles. Give particulars.	X			
23. Automobiles, trucks, trailers, and other vehicles and accessories.		1993 Chevrolet Cavalier 70,000 miles	W	1,000.00
		1998 Chevrolet Blazer 56,000 miles (value Kelly Blue Book average of retail and trade-in - good condition)	H	5,500.00
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.	X			
27. Machinery, fixtures, equipment, and supplies used in business.	X			
28. Inventory.	X			
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
Sub-Total >				6,500.00
(Total of this page)				

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed.	X			

Sub-Total > 0.00
(Total of this page)
Total > 164,956.57

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE C. PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:

[Check one box]

- 11 U.S.C. §522(b)(1): Exemptions provided in 11 U.S.C. §522(d). Note: These exemptions are available only in certain states.
- 11 U.S.C. §522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Market Value of Property Without Deducting Exemption
Real Property			
1262 Shoecraft Road, Webster (value per appraisal 11/23/03)	NYCPLR § 5206(a)	20,000.00	98,500.00
Household Goods and Furnishings			
Furniture: sofa, loveseat, 2 chairs, 2 lamps, 2 tv's 2 radios, end tables, basement sofa, kitchen table and chairs, misc kitchen appliances, refrigerator, stove, microwave, place settings; Bedroom furniture - bed, dresser, nightstand, lamps, 2 fountains, 2 lamps, table 4 chairs on porch; desk, misc garden tools, misc hand tools.	NYCPLR § 5205(a)(5)	2,000.00	2,000.00
Books, Pictures and Other Art Objects; Collectibles			
misc books, misc wall decorations, family photos, family bible	NYCPLR § 5205(a)(2)	100.00	100.00
Wearing Apparel			
misc wearing apparel	NYCPLR § 5205(a)(5)	50.00	50.00
Furs and Jewelry			
wedding rings, wrist watches	NYCPLR § 5205(a)(6)	100.00	100.00
Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans			
Xerox 401-K \$38,000; stock options \$4,000; retirement account \$17,000 - all in retirement account	Debtor & Creditor Law § 282(2)(e)	59,000.00	59,000.00
401-k (net of outstanding loan \$9,642.56)	Debtor & Creditor Law § 282(2)(e)	96,111.07	96,111.07
Automobiles, Trucks, Trailers, and Other Vehicles			
1993 Chevrolet Cavalier 70,000 miles	Debtor & Creditor Law § 282(1)	1,000.00	1,000.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION IF ANY
		H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. 5687652			2001					
Capitol One Auto Finance PO Box 93016 Long Beach, CA 90809-3016		J	auto lien 1998 Chevrolet Blazer 56,000 miles (value Kelly Blue Book average of retail and trade-in - good condition)				10,285.00	4,785.00
			Value \$ 5,500.00					
Account No.			fist mortgage					
Genesee Regional Bank 3670 Mt Read Blvd Rochester, NY 14616		J	1262 Shoecraft Road, Webster (value per appraisal 11/23/03)				77,084.49	0.00
			Value \$ 98,500.00					
Account No.								
			Value \$					
Account No.								
			Value \$					

0 continuation sheets attached

Subtotal
(Total of this page)

87,369.49

Total
(Report on Summary of Schedules)

87,369.49

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE E. CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$4,650* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507 (a)(3).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$4,650* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

Deposits by individuals

Claims of individuals up to \$2,100* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

Alimony, Maintenance, or Support

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

*Amounts are subject to adjustment on April 1, 2004, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 5398-8090-0311-9990 AT&T Universal P.O. Box 8217 South Hackensack, NJ 07606-8217		H				1,912.63
Account No. 4024-0807-6136-1712 Bank Of America P.O. Box 53132 Phoenix, AZ 85072-3132		H				3,296.83
Account No. 4266-8699-5018-4134 Bank One Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153		H				9,846.80
Account No. 4712-0207-0151-3292 Bank One Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153		H				5,130.80
Subtotal (Total of this page)						20,187.06

3 continuation sheets attached

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 4262 519 982 211 Bank One Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153	H		1990 and prior Credit card purchases			9,876.49	
Account No. 4388-6413-4765-8994 Capital One P.O. Box 85147 Richmond, VA 23276	H		2001- 8/03 Credit card purchases			449.35	
Account No. 4862-3621-5719-3502 Capital One P.O. Box 85147 Richmond, VA 23276	H		2001 - 8/03 Credit card purchases			460.26	
Account No. 4102-0082-4002-1537 Chase P.O. Box 1010 Hicksville, NY 11802	W		1990 and prior Credit card purchases			10,909.01	
Account No. 5457-1500-2197-7384 Citi Cards P.O. Box 8116 South Hackensack, NJ 07606-8116	W		1990 and prior Credit card purchases			2,127.08	
Sheet no. <u>1</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	23,822.19

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 5466-5360-6017-7176 Citi Cards P.O. Box 8115 South Hackensack, NJ 07606-8115	H		1990 and prior Credit card purchases			4,043.94
Account No. 6011-0020-4000-6645 Discover Card P.O. Box 15251 Wilmington, DE 19886-5251	J		1990 and prior Credit card purchases			5,219.03
Account No. Dr. Richard Cordero 59 Crescent Street Brooklyn, NY 11208-1515	H		2002 Alleged liability re: stored merchandise as employee of M&T Bank - suit pending US BK Ct.	X	X	Unknown
Account No. 5487-8900-2018-8012 Fleet Credit Card Service P.O. Box 15368 Wilmington, DE 19886-5368	W		1990 and prior Credit card purchases			2,126.92
Account No. 5215-3125-0126-4385 HSBC MasterCard/Visa HSBC Bank USA Suite 0627 Buffalo, NY 14270-0627	H		1990 and prior Credit card purchases			9,065.01
Sheet no. <u>2</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	20,454.90

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B R O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 4313-0228-5801-9530 MBNA America P.O. Box 15137 Wilmington, DE 19886-5137		W	1990 and prior Credit card purchases			6,422.47	
Account No. 5329-0315-0992-1928 MBNA America P.O. Box 15137 Wilmington, DE 19886-5137		H	1990 and prior Credit card purchases			18,498.21	
Account No. 749 90063 031 903 MBNA America P.O. Box 15102 Wilmington, DE 19886-5102		H	1990 and prior Credit card purchases			3,823.74	
Account No. 34 80074 30593 0 Sears Card Payment Center P.O. Box 182149 Columbus, OH 43218-2149		H	1990 - 10/99 Credit card purchases			3,554.34	
Account No. 17720544 Wells Fargo Financial P.O. Box 98784 Las Vegas, NV 89193-8784		H	8/03 Credit card purchases			1,330.00	
Sheet no. <u>3</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	33,628.76
						Total (Report on Summary of Schedules)	98,092.91

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE G. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE H. CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0 continuation sheets attached to Schedule of Codebtors

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE I. CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP None.	AGE
EMPLOYMENT:	DEBTOR	SPOUSE
Occupation	Loan officer	
Name of Employer	M & T Bank	unemployed - Xerox
How long employed		
Address of Employer	PO Box 427 Buffalo, NY 14240	

	DEBTOR	SPOUSE
INCOME: (Estimate of average monthly income)		
Current monthly gross wages, salary, and commissions (pro rate if not paid monthly)	\$ 5,760.00	\$ 1,741.00
Estimated monthly overtime	\$ 0.00	\$ 0.00
SUBTOTAL	\$ 5,760.00	\$ 1,741.00
LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ 1,440.00	\$ 435.25
b. Insurance	\$ 414.95	\$ 0.00
c. Union dues	\$ 0.00	\$ 0.00
d. Other (Specify) Retirement Loan (to 10/05)	\$ 324.30	\$ 0.00
	\$ 0.00	\$ 0.00
SUBTOTAL OF PAYROLL DEDUCTIONS	\$ 2,179.25	\$ 435.25
TOTAL NET MONTHLY TAKE HOME PAY	\$ 3,580.75	\$ 1,305.75
Regular income from operation of business or profession or farm (attach detailed statement)	\$ 0.00	\$ 0.00
Income from real property	\$ 0.00	\$ 0.00
Interest and dividends	\$ 0.00	\$ 0.00
Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ 0.00	\$ 0.00
Social security or other government assistance (Specify)	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Pension or retirement income	\$ 0.00	\$ 0.00
Other monthly income (Specify)	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
TOTAL MONTHLY INCOME	\$ 3,580.75	\$ 1,305.75
TOTAL COMBINED MONTHLY INCOME	\$ 4,886.50	

(Report also on Summary of Schedules)

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

Wife currently on unemployment thru 6/04. Age 59 - re-employment not expected. Reduces net income by \$1,129/month.

Retirement Loan was made to son, who was to re-pay @\$200/mon. but has been unable to do so as employed at \$10/hr. Potentially uncollectible - due to recent Kodak acquisition of Heidelberg - Nexpress.

Husband will retire in three years at end of plan (extended beyond age 65 to complete three year plan.)

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE J. CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

Rent or home mortgage payment (include lot rented for mobile home)	.....	\$	<u>1,167.00</u>
Are real estate taxes included?	Yes <u>X</u> No _____		
Is property insurance included?	Yes _____ No <u>X</u>		
Utilities: Electricity and heating fuel	.....	\$	<u>168.00</u>
Water and sewer	.....	\$	<u>30.00</u>
Telephone	.....	\$	<u>40.00</u>
Other <u>Cell Phone \$62 (req. for work); cable \$55; Internet \$23.95</u>	.....	\$	<u>140.95</u>
Home maintenance (repairs and upkeep)	.....	\$	<u>50.00</u>
Food	.....	\$	<u>430.00</u>
Clothing	.....	\$	<u>60.00</u>
Laundry and dry cleaning	.....	\$	<u>5.00</u>
Medical and dental expenses	.....	\$	<u>120.00</u>
Transportation (not including car payments)	.....	\$	<u>295.00</u>
Recreation, clubs and entertainment, newspapers, magazines, etc.	.....	\$	<u>107.50</u>
Charitable contributions	.....	\$	<u>50.00</u>
Insurance (not deducted from wages or included in home mortgage payments)			
Homeowner's or renter's	.....	\$	<u>0.00</u>
Life	.....	\$	<u>0.00</u>
Health	.....	\$	<u>0.00</u>
Auto	.....	\$	<u>110.00</u>
Other	.....	\$	<u>0.00</u>
Taxes (not deducted from wages or included in home mortgage payments)			
(Specify) _____	.....	\$	<u>0.00</u>
Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan.)			
Auto	.....	\$	<u>0.00</u>
Other <u>reserve for auto</u>	.....	\$	<u>50.00</u>
Other <u>Parking</u>	.....	\$	<u>58.05</u>
Other _____	.....	\$	<u>0.00</u>
Alimony, maintenance, and support paid to others	.....	\$	<u>0.00</u>
Payments for support of additional dependents not living at your home	.....	\$	<u>0.00</u>
Regular expenses from operation of business, profession, or farm (attach detailed statement)	.....	\$	<u>0.00</u>
Other <u>family gifts - Christmas/Birthdays</u>	.....	\$	<u>20.00</u>
Other <u>Haircuts and personal hygiene</u>	.....	\$	<u>45.00</u>
TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)	.....	\$	<u>2,946.50</u>

[FOR CHAPTER 12 AND 13 DEBTORSONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income	.....	\$	<u>4,886.50</u>
B. Total projected monthly expenses	.....	\$	<u>2,946.50</u>
C. Excess income (A minus B)	.....	\$	<u>1,940.00</u>
D. Total amount to be paid into plan each <u>Monthly</u>	.....	\$	<u>1,940.00</u>

(interval)

**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano
Mary Ann DeLano _____
Debtor(s)

Case No. _____
Chapter 13 _____

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 17 sheets [total shown on summary page plus 1], and that they are true and correct to the best of my knowledge, information, and belief.

Date January 26, 2004 _____

Signature /s/ David G. DeLano _____
David G. DeLano
Debtor

Date January 26, 2004 _____

Signature /s/ Mary Ann DeLano _____
Mary Ann DeLano
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano
Mary Ann DeLano
Debtor(s)

Case No. _____
Chapter 13

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs.

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE (if more than one)
\$91,655.00	2002 joint income
\$108,586.00	2003 Income (H) \$67,118; (W) \$41,468

2. Income other than from employment or operation of business

None State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
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3. Payments to creditors

- None a. List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within **90 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Genesee Regional Bank 3670 Mt Read Blvd Rochester, NY 14616	monthly mortgage \$1,167/mon with taxes and insurance	\$5,000.00	\$77,082.49
Capitol One Auto Finance PO Box 93016 Long Beach, CA 90809-3016	monthly auto payment \$348/mon	\$1,044.00	\$10,000.00

- None b. List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

- None a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
In re Premier Van Lines, Inc; James Pfuntner / Ken Gordon Trustee v. Richard Cordero, M & T Bank et al v. Palmer, Dworkin, Hefferson Henrietta Assoc and Delano	(As against debtor) damages for inability of Cordero to recover property held in storage	US Bankruptcy Court, Western District of NY	pending

- None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

- None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

- None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Christopher K. Werner 2400 Chase Square Rochester, NY 14604	Nov - Dec 2003	\$1,350 plus filing fee

10. Other transfers

- None List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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11. Closed financial accounts

- None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

- None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
M & T Bank Webster Branch	debtors	Personal papers	

13. Setoffs

- None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None If the debtor has moved within the **two years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the **six-year period** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18 . Nature, location and name of business

- None a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within the **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the **six years** immediately preceding the commencement of this case.

NAME	TAXPAYER ID. NO. (EIN)	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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- None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within the **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or otherwise self-employed.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within the six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within the **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS DATES SERVICES RENDERED

None b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS DATES SERVICES RENDERED

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME ADDRESS

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the **two years** immediately preceding the commencement of this case by the debtor.

NAME AND ADDRESS DATE ISSUED

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY INVENTORY SUPERVISOR DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

None b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS TITLE NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

- None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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- None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23 . Withdrawals from a partnership or distributions by a corporation

- None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

- None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within the **six-year period** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER
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25. Pension Funds.

- None If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within the **six-year period** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER
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DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date <u>January 26, 2004</u>	Signature <u>/s/ David G. DeLano</u> David G. DeLano Debtor
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Date <u>January 26, 2004</u>	Signature <u>/s/ Mary Ann DeLano</u> Mary Ann DeLano Joint Debtor
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Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No. _____
Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept.....	\$	<u>1,350.00</u>
Prior to the filing of this statement I have received.....	\$	<u>1,350.00</u>
Balance Due.....	\$	<u>0.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: January 26, 2004

/s/ Christopher K. Werner, Esq.

Christopher K. Werner, Esq.
Boylan, Brown, Code, Vigdor & Wilson, LLP
2400 Chase Square
Rochester, NY 14604
585-232-5300

**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano
Mary Ann DeLano
Debtor(s)

Case No. _____
Chapter 13

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: January 26, 2004

/s/ David G. DeLano
David G. DeLano
Signature of Debtor

Date: January 26, 2004

/s/ Mary Ann DeLano
Mary Ann DeLano
Signature of Debtor

AT&T Universal
P.O. Box 8217
South Hackensack, NJ 07606-8217

Bank Of America
P.O. Box 53132
Phoenix, AZ 85072-3132

Bank One
Cardmember Services
P.O. Box 15153
Wilmington, DE 19886-5153

Capital One
P.O. Box 85147
Richmond, VA 23276

Capitol One Auto Finance
PO Box 93016
Long Beach, CA 90809-3016

Chase
P.O. Box 1010
Hicksville, NY 11802

Citi Cards
P.O. Box 8116
South Hackensack, NJ 07606-8116

Citi Cards
P.O. Box 8115
South Hackensack, NJ 07606-8115

Citibank USA
45 Congress Street
Salem, MA 01970

Discover Card
P.O. Box 15251
Wilmington, DE 19886-5251

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

Fleet Credit Card Service
P.O. Box 15368
Wilmington, DE 19886-5368

Genesee Regional Bank
3670 Mt Read Blvd
Rochester, NY 14616

HSBC MasterCard/Visa
HSBC Bank USA
Suite 0627
Buffalo, NY 14270-0627

MBNA America
P.O. Box 15137
Wilmington, DE 19886-5137

MBNA America
P.O. Box 15102
Wilmington, DE 19886-5102

Sears Card
Payment Center
P.O. Box 182149
Columbus, OH 43218-2149

Wells Fargo Financial
P.O. Box 98784
Las Vegas, NV 89193-8784

Blank

**United States Bankruptcy Court
Western District of New York**

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No.

Chapter

13

CHAPTER 13 PLAN

1. **Payments to the Trustee:** The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of \$1,940.00 per month for 5 months, then \$635.00 per month for 25 months, then \$960.00 per month for 6 months.
Total of plan payments: \$31,335.00
2. **Plan Length:** This plan is estimated to be for 36 months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
 - a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the amount of their allowed secured claims have been fully paid or until the Debtor has been discharged. Upon payment of the amount allowed by the Court as a secured claim in the Plan, the secured creditors included in the Plan shall be deemed to have their full claims satisfied and shall terminate any mortgage, lien or security interest on the Debtor's property which was in existence at the time of the filing of the Plan, or the Court may order termination of such mortgage, lien or security interest.
 - b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
 - c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:

a. Administrative Expenses

- (1) Trustee's Fee: 10.00%
- (2) Attorney's Fee (unpaid portion): NONE
- (3) Filing Fee (unpaid portion): NONE

b. Priority Claims under 11 U.S.C. § 507

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

c. Secured Claims

(1) Secured Debts Which Will Not Extend Beyond the Length of the Plan

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment (If fixed)	Interest Rate (If specified)
Capitol One Auto Finance	5,500.00	Prorata	6.00%

(2) Secured Debts Which Will Extend Beyond the Length of the Plan

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

d. Unsecured Claims

(1) Special Nonpriority Unsecured: Debts which are co-signed or are non-dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

(2) General Nonpriority Unsecured: Other unsecured debts shall be paid 22 cents on the dollar and paid pro rata, with no interest if the creditor has no Co-obligors, provided that where the amount or balance of any unsecured claim is less than \$10.00 it may be paid in full.

5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor	Amount of Default to be Cured	Interest Rate (If specified)
-NONE-		

6. The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
Genesee Regional Bank	77,084.49	0.00	0.00%

7. The employer on whom the Court will be requested to order payment withheld from earnings is:
NONE. Payments to be made directly by debtor without wage deduction.

8. The following executory contracts of the debtor are rejected:

Other Party	Description of Contract or Lease
-NONE-	

9. Property to Be Surrendered to Secured Creditor

Name	Amount of Claim	Description of Property
-NONE-		

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name	Amount of Claim	Description of Property
-NONE-		

11. Title to the Debtor's property shall revert in debtor on confirmation of a plan.

12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

Date January 26, 2004

Signature /s/ David G. DeLano
David G. DeLano
Debtor

Date January 26, 2004

Signature /s/ Mary Ann DeLano
Mary Ann DeLano
Joint Debtor

Blank

For the year Jan 1 - Dec 31, 2001, or other tax year beginning _____, 2001, ending _____, 20

Label (See instructions.)
 Your First Name MI Last Name
David G DeLano
 Your Social Security Number
077-32-3894

If a Joint Return, Spouse's First Name MI Last Name
Mary Ann DeLano
 Spouse's Social Security Number
091-36-0517

Home Address (number and street). If You Have a P.O. Box, See Instructions. Apartment No.
1262 Shoecraft Rd
 City, Town or Post Office. If You Have a Foreign Address, See Instructions. State ZIP Code
Webster NY 14580

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

Presidential Election Campaign (See instructions.)
 Do you, or your spouse if filing a joint return, want \$3 to go to this fund?

You Yes No
 Spouse Yes No

Filing Status

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

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:
							2	<ul style="list-style-type: none"> lived with you did not live with you due to divorce or separation (see instrs)
								Dependents on 6c not entered above
d Total number of exemptions claimed							2	Add numbers entered on lines above ▶

Income

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 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.**

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 MI Last name David G DeLano
Your social security number 077-32-3894
If a joint return, spouse's first name MI Last name Mary Ann DeLano
Spouse's social security number 091-36-0517
Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 1262 Shoecraft Road
City, town or post office. If you have a foreign address, see instructions. State ZIP code 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? You [] Yes [X] No Spouse [] Yes [X] No

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). (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 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: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) [X] if qualifying child for child tax credit (see instrs)
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.

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. Attach Schedule B if required (204); 8b Tax-exempt interest. Do not include on line 8a; 9 Ordinary dividends. Attach Schedule B if required; 10 Taxable refunds, credits, or offsets of state and local income taxes; 11 Alimony received; 12 Business income or (loss). Attach Schedule C or C-EZ; 13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here; 14 Other gains or (losses). Attach Form 4797; 15a IRA distributions; 15b Taxable amount (see instrs); 16a Pensions and annuities; 16b Taxable amount (see instrs); 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E; 18 Farm income or (loss). Attach Schedule F; 19 Unemployment compensation; 20a Social security benefits; 20b Taxable amount (see instrs); 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 (see instructions); 24 IRA deduction (see instructions); 25 Student loan interest deduction (see instructions); 26 Tuition and fees deduction (see instructions); 27 Archer MSA deduction. Attach Form 8853; 28 Moving expenses. Attach Form 3903; 29 One-half of self-employment tax. Attach Schedule SE; 30 Self-employed health insurance deduction (see instructions); 31 Self-employed SEP, SIMPLE, and qualified plans; 32 Penalty on early withdrawal of savings; 33a Alimony paid b 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 , 20
Your first name MI Last name David G DeLano
Your social security number 077-32-3894
If a joint return, spouse's first name MI Last name Mary Ann DeLano
Spouse's social security number 091-36-0517
Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 1262 Shoecraft Road
City, town or post office. If you have a foreign address, see instructions. State ZIP code 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? You Yes No Spouse Yes No

Filing Status

Check only one box.

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

Exemptions

If more than five 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
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 (see instrs)
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.
b Tax-exempt interest. Do not include on line 8a 8b
9a Ordinary dividends. Attach Schedule B if required 9a
b 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
b 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 b Taxable amount (see instrs) 15b
16a Pensions and annuities 16a 519. 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 19 810.
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 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.

February 16, 2005

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:

Pursuant to your request at the adjourned 341 Hearing, enclosed please find a copy of the relevant portion of Mr. and Mrs. DeLano's Abstract of Title for the period of the purchase of their home at 1262 Shoecraft Road, Penfield, New York in 1975, through their Lyndon Guaranty refinance of April 23, 1999. We also enclose the HUD-1 Settlement Statement, together with their attorney's Closing Statement.

It appears that the 1999 refinance paid off the existing M&T first mortgage and home equity mortgage and provided cash proceeds of \$18,746.69 to Mr. and Mrs. DeLano. Of this cash, \$11,000.00 was used for the purchase of an automobile, as indicated. Mr. DeLano indicates that the balance of the cash proceeds was used for payment of outstanding debts, debt service and miscellaneous personal expenses. He does not believe that he has any details in this regard, as this transaction occurred almost six (6) years ago.

Please advise what, if anything, further you require.

Very truly yours,

**BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP**


Christopher K. Werner

CKW/trm
Enclosures

cc: Richard Cordero (*w/ enclosures*)

4. Church of the Holy Spirit
of Penfield New York

Warranty Deed

-To-

Dated July 16, 1975
Ack. same day
Rec. same day at 12:18 P.M.

David G. DeLano and
Mary Ann DeLano, his wife
(2nd parties not certified)

Liber ~~4865~~¹²² of Deeds, page ~~188~~

Conveys same as #1 with same interest in and to
Shoecraft Road and subject to same easements, covenants
and restrictions.

Being the same premises conveyed to first party by
Liber 3679 of Deeds, page 489.

This deed executes pursuant to a court order signed
by Hon. Joseph G. Fritsel, Justice of the Supreme Court on
July 15, 1975 and filed in Monroe County Clerk's Office
July 16, 1975.

Contains Lien Fund Clause.

Revenue Stamps for \$35.75 affixed.

Note: Order of the Supreme Court dated July 15,
1975 is recorded herewith.

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5.

David G. DeLano and
Mary Ann DeLano, his wife

Mortgage to secure \$26,000.00
Part Purchase Price

CORRECTLY DISCHARGED OF RECORD
6-13-88 1418 DIS 320

-To-

BY Wtzel

Dated July 16, 1975
Ack. same day
Rec. same day at 12:18 P.M.

Columbia Bank and Loan Association
and Loan Association

PER CAS

Liber ~~4000~~ of Mortgages, page 196

Conveys same as #1 together with same interest
in Shoecraft Road and subject to same easements, covenants
and restrictions.

ma
3/10/88

6.

David G. DeLano

Mortgage to secure \$7,467.18

Mary Ann DeLano

CORRECTLY DISCHARGED OF RECORD

Dated November 30, 1977

-To- 6-14-88 1419 Dis 142

~~Ack.~~ same day

BY Mtse

Rec. December 1, 1977 at 10:39 AM

Columbia Banking, Saving
and Loan Association
COLONY ABSTRACT CORP

Liber 4488 of Mortgages, page 152

PER CAB

Conveys same premises as No. 1.

Subject to all covenants, easements and restrictions of record, if any, affecting said premises.

Being the same premises conveyed to the first parties by deed recorded in Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

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3/10/88*

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PUBLIC ABSTRACT CORPORATION

A corporation duly established under the Laws of the State of New York, in consideration of one or more dollars to it paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises hereinafter referred to or described that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Monroe, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof, Mortgages, Indexes for General Assignments, Affidavits of Foreclosure, assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket and Index of Incompetencies, and also the indexes to estates in the office of the Surrogate of said County, against the names of the parties appearing in the foregoing Abstract of Title as owning or having an interest in the premises hereinafter described, during the record period

of such ownership respectively from and including the date October 5, 1965.....
.....
to the date hereof.

And that it finds the items set forth in the foregoing Abstract of Title, and nothing more, and that said items are correctly set forth, and that there is nothing more in said indexes which appears to affect the premises or any part thereof, described in Liber 3679.....
of Deeds....., at page 489..... in said Clerk's Office, set forth in said Abstract of Title in No. 1..... on the margin hereof (except liens or incumbrances correctly discharged of record.)

3..... NUMBERS.

And **PUBLIC ABSTRACT CORPORATION** further Certifies that no judgment appears upon the docket books to have been docketed during the last 10 years, and no Collector's Bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Federal Tax Lien filed and indexed during the last six years and one month, Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of the persons who appear from the foregoing Abstract of Title to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; that the items set forth in the foregoing Abstract of Title, including those taken from the records and files of the office of the Surrogate of Monroe County, are correctly abstracted.

and also Certified for
Mechanic's Liens indexed
during the past year.

In Witness Whereof, the Corporation has caused these presents to be signed by an Authorized Officer, this 10th day of June..... 19 75 at 8:59 o'clock A. M.

PUBLIC ABSTRACT CORPORATION

No. 13735.....
By Donald Nastasi..... Authorized Officer
Abstracted by D. Nastasi.....

Continued by B.J. Fischette..... for premises at
No. 1 with Nos. 4 and 5 added......

and redated July 16,..... 19 75 at 12:18P...... and re-issued.

Bernard J. Fischette..... Authorized Officer

(over)

ABSTRACT OF TITLE

-TO-

PART LOT #45

TOWNSHIP 13, RANGE 4

EAST SIDE SHOECRAFT ROAD

TOWN OF PENFIELD

MAPS:

Hopkins Atlas, Volume 5, Plate 13

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1.

David G. DeLano and Mary Ann DeLano Mortgage to secure \$7,467.18

CORRECTLY DISCHARGED OF RECORD

-To- 6-14-88 1419 Dis 142 Dated November 30, 1977
Ack. same day
Rec. December 1, 1977

BY M. J. Jell
Columbia Banking and Loan Association, Saving and Loan Association
COLONY ABSTRACT CORP Liber 4488 of Mortgages, page 152

Conveys ~~HER1 that tract or parcel~~ of land situate in the Town of Penfield, County of Monroe and State of New York, being a part of Lot No. 45, Township 13, Range 4, commencing at a point on the east street line of Shoecraft Road a distance of 1085.36 feet northerly from a point where the north street line of State Road intersects the east street line of Shoecraft Road; thence in an easterly direction making an interior angle of 90° with the east street line of Shoecraft Road, a distance of 200 feet; thence in a southerly direction making an interior angle of 90° with the last described course, a distance of 100 feet; thence in a westerly direction making an interior angle of 90° with the last described course a distance of 200 feet to the east line of Shoecraft Road; thence in a northerly direction along the east street line of Shoecraft Road a distance of 100 feet to the point and place of beginning. X

Also hereby intending to mortgage any and all interest that the mortgagor may have in and to the bed of Shoecraft Road.

Subject to all covenants, easements and restrictions of record if any affecting said premises.

Being the same premises conveyed to the mortgagors herein by Deed dated July 16, 1975 and recorded in Monroe County Clerk's Office on July 16, 1975 in Liber 4865, page 122.

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David G. DeLano
Mary Ann DeLano, his wife

to

Columbia Banking Federal
Savings and Loan Association

Mortgage to secure \$59,000.00

Dated: March 29, 1988

Ack: same day

Rec: same day @ 4:14 PM

Liber 8682 of Mortgages, page
81

Conveys same premises as #1.

Subject to covenants, easements and restrictions of record.

Being same premises conveyed by deed recorded in Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

#33516

ABSTRACT OF TITLE

- TO -

LOT #9

ROMAN CREST SUBDIVISION

1262 SHOECRAFT ROAD

TOWN OF PENFIELD

MAPS: HOPKINS ATLAS, VOLUME 5, PLATE 13

FOUR CORNERS ABSTRACT CORPORATION

1.

David G. DeLano
Mary Ann DeLano,
husband and wife

- TO -

Columbia Banking Federal
Savings and Loan Association

Mortgage
To Secure: \$59,000.00
Dated: March 29, 1988
Ack: Same Date
Rec: March 29, 1988
Liber 8682 of Mortgages, page 81
Mortgage#: CE033444

Covers [^]ALL THAT TRACT OR PARCEL OF LAND, situate in the
Town of Penfield, _vCounty of Monroe, and State of New York, being a part of
Lot No. 45, Township 13, Range 4, commencing at a point on the east street line
of Shoecraft Road a distance of 1085.36 feet northerly from a point where the
north street line of State Road intersects the east street line of Shoecraft Road;
thence in an easterly direction making an interior angle of 90° with the east street
line of Shoecraft Road, a distance of 200 feet; thence in a southerly direction
making an interior angle of 90° with the last described course, a distance of 100
feet; thence in a westerly direction making an interior angle of 90° with the last
described course a distance of 200 feet to the east line of Shoecraft Road; thence
in a northerly direction along the east street line of Shoecraft Road a distance of
100 feet to the point and place of beginning. _x

Subject to all covenants, easements and restrictions of record, if any, affecting said premises.

Being the same premises conveyed to the Mortgagors herein by Deed dated July 16, 1975 and recorded in the Monroe County Clerk's Office in Liber 4865 of Deeds, page 122.

2.

David G. DeLano
Mary Ann DeLano

Mortgage
To Secure: \$29,800.00
Dated: September 13, 1990
Ack: Same Date
Rec: September 14, 1990
Liber 10363 of Mortgages, page 38
Mortgage#: CH016334

- TO -

Central Trust Company
BY *[Signature]*
FOUR CORNERS ABSTRACT
BY *[Signature]*
Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

3.

Columbia Banking Federal
Savings and Loan Association

Assignment of Mortgage
Dated: November 26, 1991
Ack: Same Date
Rec: December 27, 1991
Liber 893 of Assignments of Mortgages,
page 402
Mortgage#: N/A

- TO -

Federal Home Loan Mortgage
Corporation

Assigns mortgage at #1.

4.

David G. DeLano
Mary Ann DeLano

- TO -

Manufacturers and Traders Trust
Company

Mortgage
To Secure: \$46,920.60
Dated: December 13, 1993
Ack: Same Date
Rec: December 27, 1993
Liber 12003 of Mortgages, page 507
Mortgage#: CK039604

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

5.

David G. Delano and
Mary Ann Delano

- TO -

Lyndon Guaranty Bank of New
York

Mortgage
To Secure: \$95,000.00
Dated: April 23, 1999
Ack: Same Date
Rec: April 28, 1999 @ 10:31 a.m.
Liber 14410 of Mortgages, page 132
Mortgage#: CQ002917

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

MORTGAGE CLOSING STATEMENT

Date: April 23, 1999

File No: LYN05-0125

Property: 1262 Shoecraft Road, Town of Penfield

Mortgagors: David G. Delano and Mary Ann Delano

Amount of Mortgage: \$95,000.00

Rate: 8.5%

LOAN CLOSING EXPENSES

To: Lyndon Guaranty Bank of New York

Interest for 4/28/99 - 4/30/99	\$ 67.29
Flood Certification Fee	22.50
Tax Service Fee	75.00
Tax and Insurance Escrow	1,527.24

\$1,692.03

To: Monroe County Clerk

Mortgage Tax	\$ 687.50*
Record Mortgage	55.00
Record Discharge of Mortgages (3)	49.50

\$ 792.00

To: Four Corners Abstract

Title Insurance	\$ 485.00
Redate Abstract	75.00

\$ 560.00

To: Gullace & Weld

Attorney fees	\$ 400.00
---------------	-----------

(2)

To: M&T Bank	
Payoff Home Equity #23764242001	\$20,032.14
To: M&T Mortgage Corp.	
Mortgage Payoff #920182-3	<u>\$52,777.14</u>
	TOTAL
	\$76,253.31

We Acknowledge Receipt of the Proceeds of said Loan and direct that they be disbursed as follows:

<u>As above</u>	\$76,253.31
<u>David G. Delano and Mary Ann Delano</u>	<u>18,746.69</u>
TOTAL	<u><u>\$95,000.00</u></u>

David G. Delano

Mary Ann Delano

***Mortgagee Tax \$237.50**

**U.S. Department of Housing and Urban Development
Optional Form for Transactions without Sellers**

Name & Address of Borrower: DAVID G. DELANO MARY ANN DELANO 1262 SHOECRAFT ROAD WEBSTER, NY 14580	Name & Address of Lender: LYNDON GUARANTY BANK OF NEW YORK 3670 MT. READ BOULEVARD ROCHESTER NY 14616
Property Location: (if different from above) 1262 SHOECRAFT ROAD PENFIELD, NY 14580	Settlement Agent: GULLACE & WELD Place of Settlement: 1800 MAR MDLND PLZ ROCHESTER, NY 14604
Loan Number:	Settlement Date: APRIL 23, 1999

L. Settlement Charges	M. Disbursement to Others
800. Items Payable In Connection with Loan	
801. Loan Origination Fee 0.000 %	1501. M&T BANK - PAYOFF MO 52,777.14
802. Loan Discount 0.000 %	1502. M&T BANK - HOME EQUI 20,032.14
803. Appraisal Fee to \$ (POC)	1503.
804. Credit Report to \$ (POC)	1504.
805. Lender's Inspection Fee to:	1505.
806. Mortgage Insurance Application Fee to:	1506.
807. Assumption Fee	1507.
808. Tax Service Contract to: 75.00	1508.
809. Underwriting Fee	1509.
810. Administration Fee	1510.
811. Application Fee 0.00	1511.
812. Commitment Fee	1512.
813. Warehouse Fee/Interest Differential	1513.
814. Yield Spread Premium \$ (POC)	1514.
815. Service Release Premium \$ 0.00 (POC)	1515.
816. Origination Fee Due Broker 0.00	1520. TOTAL DISBURSED (enter on line 1603) 72,809.28
817. FHA Upfront MIP/VA Funding Fee	
818. FLOOD CERTIFICATION FEE 22.50	
819.	
820.	
821.	
822.	
823.	
824.	
825.	
900. Items Required by Lender to be Paid in Advance	
901. Interest from 4/28/99 to 4/30/99 @ \$ 22.43 per day 67.29	
902. Mortgage Ins. Premium for months to	
903. Hazard Ins. Premium for year(s) to	
904. Flood Ins. Premium for year(s) to	
905.	
1000. Reserves Deposited with Lender	
1001. Hazard Insurance 2 months @ \$ 29.92 per month 59.84	
1002. Mortgage Insurance months @ \$ per month	
1003. City Property Taxes months @ \$ per month	
1004. County Property Taxes 7 months @ \$ 77.88 per month 545.16	
1005. Annual Assessments months @ \$ per month	
1006. Flood Insurance months @ \$ 0.00 per month 0.00	
1007. SCHOOL 10 months @ \$ 138.38 per month 1,383.80	
1008. months @ \$ per month	
1009. Aggregate Analysis Adjustment -461.56	
1100. Title Charges	
1101. Settlement or Closing Fee to	
1102. Abstract or Title Search to FOUR CORNERS ABST 75.00	
1103. Title Examination to	
1104. Title Insurance Binder to	
1105. Document Preparation to	
1106. Notary Fees to	
1107. Attorney's Fees to GULLACE & WELD 400.00	
1108. Title Insurance to FOUR CORNERS ABSTRACT 485.00	
1109. Lender's Coverage \$	
1110. Owner's Coverage \$	
1111.	
1112.	
1200. Government Recording and Transfer Charges	
1201. Recording Fees; Deed \$;Mtg \$ 55.00 ;Rel \$ 49.50 104.50	
1202. City/County Tax/Stamps; Deed \$;Mtg \$	
	N. NET SETTLEMENT

818. FLOOD CERTIFICATION FEE	22.50		
819.		1510.	
820.			
821.		1511.	
822.			
823.		1512.	
824.			
825.		1513.	
900. Items Required by Lender to be Paid in Advance			
901. Interest from 4/28/99 to 4/30/99 @ \$ 22.43 per day	67.29	1514.	
902. Mortgage Ins. Premium for months to			
903. Hazard Ins. Premium for year(s) to		1515.	
904. Flood Ins. Premium for year(s) to			
905.		1520. TOTAL DISBURSED (enter on line 1603)	72,809.28
1000. Reserves Deposited with Lender			
1001. Hazard Insurance 2 months @ \$ 29.92 per month	59.84		
1002. Mortgage Insurance months @ \$ per month			
1003. City Property Taxes months @ \$ per month			
1004. County Property Taxes 7 months @ \$ 77.88 per month	545.16		
1005. Annual Assessments months @ \$ per month			
1006. Flood Insurance months @ \$ 0.00 per month	0.00		
1007. SCHOOL 10 months @ \$ 138.38 per month	1,383.80		
1008. months @ \$ per month			
1009. Aggregate Analysis Adjustment	-461.56		
1100. Title Charges			
1101. Settlement or Closing Fee to			
1102. Abstract or Title Search to FOUR CORNERS ABST	75.00		
1103. Title Examination to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to GULLACE & WELD	400.00		
1108. Title Insurance to FOUR CORNERS ABSTRACT	485.00		
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
1200. Government Recording and Transfer Charges			
1201. Recording Fees; Deed \$;Mtg \$ 55.00;Rel\$ 49.50	104.50		
1202. City/County Tax/Stamps: Deed \$;Mtg \$			
1203. State Tax/Stamps: Deed \$;Mtg \$ 687.50	687.50		
1204.			
1300. Additional Settlement Charges			
1301. Survey to			
1302. Pest Inspection to			
1303. Architectural/engineering services to			
1304. Building Permit to			
1305.			
1306.	0.00		
1307.			
1308 WEBSTER	0.00		
1400. Total Settlement Charges (enter on line 1602)	3,444.03		

N. NET SETTLEMENT	
1600. Loan Amount	95,000.00
1601. Plus Cash/Check from Borrower	\$ 0.00
1602. Minus Total Settlement Charges (line 1400)	\$ 3,444.03
1603. Minus Total Disbursements to Others (line 1520)	72,809.28
1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 18,746.69

Borrower(s) Signature(s)
 x *David P. DeLano*

DM

x *May Grudle-Lano*

CDS 213 (05/94)

Form HUD-1A (2/95)
 ref. RESPA