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[Sample of the letters sent individually to the members of the Judicial Conference]

August 1, 2005

Mr. Chief Justice William Rehnquist
Member of the Judicial Conference of the U.S.
Supreme Court of the United States
1 First Street, N.E
Washington, D.C. 20543

Dear Mr. Chief Justice,

I would like to bring to your attention the petition that I just submitted to the Conference for an investigation under 28 U.S.C. §753(c) of a court reporter's refusal to certify the reliability of her transcript, which is yet another in a long series of acts of disregard for duty and legality stretching over more than three years and pointing to a bankruptcy fraud scheme and a cover up.

Indeed, last March 1 the evidentiary hearing took place of the motion to disallow my claim in the bankruptcy case of David and Mary Ann DeLano. Bankruptcy Judge John C. Ninfo, II, WBNY, disallowed my claim against Mr. DeLano. Oddly enough, he is a 32-year veteran of the banking industry now specializing in bankruptcies at M&T Bank, who declared having only \$535 in cash and account when filing for bankruptcy in January 2004, but earned in the 2001-03 period \$291,470, whose whereabouts neither the Judge nor the trustees want to request that he account for.

At the end of the hearing, I asked Reporter Mary Dianetti to count and write down the numbers of stenographic packs and folds that she had used, which she did. For my appeal from the disallowance and as part of making arrangements for her transcript, I requested her to estimate its cost and state the numbers of packs and folds that she would use to produce it. As shown in exhibits pgs. E:1-11, she provided the estimate but on three occasions expressly declined to state those numbers. Her repeated failure to state numbers that she necessarily had counted and used to calculate her estimate was quite suspicious. So I requested that she agree to certify that the transcript would be complete and accurate, distributed only to the clerk and me, and free of tampering influence. However, she asked me to prepay and explicitly rejected my request! If a reporter in your court refused to vouch for the reliability of her transcript, would you vouch for it in her stead and use it without hesitation? Would you want your rights and obligations decided on such a transcript?

Moreover, there is evidence, contained in the other exhibits submitted to the Conference and available on demand (pg. 21), that Reporter Dianetti is not acting alone. Bankruptcy clerks and District Judge David G. Larimer, WDNY, also violated FRBkrP 8007 to deprive me of the transcript and, worse still, did the same in connection with the transcript in *Pfuntner v. Trustee Gordon et al.*, where Mr. DeLano, who handled its bankruptcy for M&T, and I are parties. Their motives are discussed in the accompanying copy of the petition and in my submissions to the Conference and its members of November 18 and December 18, 2004. The facts stated therein show a pattern of non-coincidental, intentional, and coordinated bias and wrongdoing in support of a bankruptcy fraud scheme. It suffices for those facts to have the appearance of truth for these officers' conduct to undermine the integrity of the judicial process and detract from public trust in the judiciary. Hence, I respectfully request that you cause this matter to be placed on the agenda of the September meeting of the Conference and that meantime, you make a report of it to U.S. Attorney General Alberto Gonzales under 18 U.S.C. §3057(a). Looking forward to hearing from you,

sincerely, 

List of Members of the Judicial Conference of the U.S.

To whom was sent
the Petition for an Investigation under 28 U.S.C. §753(c) of
a Court Reporter's Refusal to Certify the Reliability of her Transcript and
for Designation under 28 U.S.C. §753(b) of
Another Individual to Produce the Transcript

by Dr. Richard Cordero

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August 6, 2005

Chief Judge Carolyn Dineen King
Chair of the Executive Committee of the Judicial Conference
U.S. Court of Appeals for the Fifth Circuit
600 Camp Street
New Orleans, LA 70130

Dear Chief Judge King,

On 1 instant, I sent you, as member of the Judicial Conference, a cover letter together with a copy of my petition of July 28 to the Judicial Conference for an investigation under 28 U.S.C. §753(c) of a court reporter's refusal to certify the reliability of her transcript and for designation under 28 U.S.C. §753(b) of another individual to produce the transcript. I had submitted the petition to the Conference by mailing 5 copies, each with all the exhibits, to the Administrative Office of the United States Courts.

On August 3, I called the Administrative Office to confirm its receipt of the petition. Mr. Robert P. Deyling, Esq., Assistant General Counsel, acknowledged it, but again stated that he will not forward it to the Conference because the latter cannot intervene and I do not have a right to petition it. He disregarded my argument that the Conference is a governmental administrative body that under §753(c) has a duty to act on this matter and that I have a First Amendment right "to petition the Government for a redress of grievances". That constitutional right is devoid of any meaning if the government systematically disregards every petition submitted to it. The correlative of that right is the obligation on the part of the government to respond to a petition; however, Mr. Deyling said that I would not receive even a reply letter. Likewise, the statutory obligation would be rendered meaningless if the Conference could at will disregard its mandate:

§753 (c) The reporters shall be subject to the supervision of the appointing court and the Judicial Conference in the performance of their duties, including dealings with parties requesting transcripts.

This is not the first time that Mr. Deyling prevents a petition of mine from reaching the Conference. Indeed, on November 18, 2004, I petitioned the Conference to review the denials by the Judicial Council of the Second Circuit of my petitions for review of my two judicial misconduct complaints. However, after failing even to acknowledge receipt of that petition and only at my instigation, Mr. Deyling sent me a letter on December 9, whereby he blocked it from reaching the Conference by alleging that the latter had no jurisdiction to entertain it. The Conference, of course, was never given the opportunity to pass on that jurisdictional issue that I had explicitly discussed, a novel one that it had never decided in any of its 15 decision since the enactment of the Judicial Conduct Act of 1980. It is troubling that the Conference allows a person acting in the capacity of a clerk of court, such as Mr. Deyling, to insulate it from even having to take a look at a citizen's petition. It is all the more troubling when by such expedient the Conference does not even bother to determine the scope of its own obligations under law.

Therefore, I also respectfully request that you, as chair of the Executive Committee, retrieve the five copies of my petition now in possession of Mr. Deyling, and submit the petition to the Conference. I would be indebted to you if you would let me know your course of action.

Sincerely,

Dr. Richard Cordero

Judicial Conference of the United States

PETITION for an Investigation under 28 U.S.C. §753(c) of a Court Reporter’s
Refusal to Certify the Reliability of her Transcript and
for Designation under 28 U.S.C. §753(b) of Another Individual
to Produce the Transcript

Dr. Richard Cordero, Petitioner

Creditor in *David and Mary Ann DeLano*, no. 04-20280, WBNY
and Appellant in *Cordero v. DeLano*, no. 05-cv-6190L, WDNY

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

1. Dr. Richard Cordero petitions the Judicial Conference under 28 U.S.C. § 753(c) (¶20 below) for an investigation of the reasons and circumstances why Court Reporter Mary Dianetti has refused to certify the reliability of her transcript of the evidentiary hearing that she recorded stenographically on March 1, 2005, called by Bankruptcy Judge John C. Ninfo, II, WBNY, to hear the motion raised by David and Mary Ann DeLano, debtors, to disallow Dr. Cordero’s claim against Mr. DeLano. Judge Ninfo’s Decision and Order of April 4, 2005, disallowing that claim is the subject of the above-captioned appeal before District Judge David G. Larimer, WDNY, for which the transcript is indispensable. Hence, the Conference is petitioned under §753(b) to designate another individual to produce a reliable transcript.

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Dates of Letters Exchanged Between			Exhibit Page E:#
	Dr. Cordero	Court Reporter Dianetti	
1.	April 18, 2005		1 [C:1155]
2.		May 3	2 [C:1156]
3.	May 10		3 [C:1157]
4.		May 19	4 [C:1158]
5.	May 26		6 [C:1160]
6.		June 13	7 [C:1161]
7.	June 25		9 [C:1163]
8.		July 1	11 [C:1165]

I. Reporter Dianetti avoided stating on three occasions the count of the stenographic packs and folds that she had counted to arrive at her transcript cost estimate; Dr. Cordero requested confirmation that her reluctance was not motivated by her concerns about the transcript’s content; but the Reporter requested prepayment while refusing to certify that the transcript would be complete and accurate, distributed only to the clerk and Dr. Cordero, and free of tampering influence

2. At the end of the evidentiary hearing on March 1, 2005, which lasted from 1:31 p.m. till 7:00 p.m., Dr. Cordero approached Reporter Dianetti while she was still at her seat and Court Attendant Lorraine Parkhurst was by her side. He asked the Reporter how many packs and folds of stenographic paper she had used. That question spun Reporter Dianetti into a profound state of confusion and nervousness, all the more astonishing since she was only gathering the materials that she had just finished using to record the single hearing that afternoon. (Exhibits page 207, section B, infra=E:207B) The Reporter and Attendant Parkhurst counted the packs and folds and both wrote down the numbers (E:203); but on that occasion, the Reporter did not provide an estimate of the cost of the transcript.
3. Over a month and a half later, contemporaneously with designating the items in the record for the appeal from the decision resulting from that evidentiary hearing, Dr. Cordero requested in his letter of April 18 to Reporter Dianetti (E:1) that she provide a cost estimate and indicate the number of stenographic packs and folds "that you will be using to prepare the transcript". In so doing, Dr. Cordero was simply exercising his right under 28 U.S.C. §753(b), providing that:

§753(b) [last paragraph] The original notes or other original records and the copy of the transcript in the office of the clerk shall be open during office hours to inspection by any person without charge.
4. Since Dr. Cordero lives in New York City, hundreds of miles away from the bankruptcy clerk's office in Rochester, NY, and since he, by contrast, would be charged for ordering the transcript, it is only reasonable that he would want to have the closest equivalent to an inspection in person of the original records by asking the Court Reporter to describe what she would transcribe at his expense. This sort of "dealings with parties requesting transcripts" must fall precisely within the scope of §753(c). Hence, Dr. Cordero simply asked for information that he was legally entitled to obtain.
5. In her answer of May 3 (E:2), Reporter Dianetti failed to provide any count of packs and folds of stenographic paper because it "was given to you after the hearing was completed". Yet, she must have counted them since she provided "the estimated cost...of \$600 to \$650". But she added the caveat "Please understand this is an estimate only." Thereby she undermined the reliability of what in the normal course of business would have been deemed the lower and upper limits of the estimate.
6. Hence, in his letter to her of May 10 (E:3), he asked that she state by how much more her estimate could fluctuate and added "This makes it all the more necessary that you state how many packs of stenographic paper and how many folds in each pack constitute the whole of your recording."
7. In her letter of May 19 (E:4), Reporter Dianetti surprisingly stated that "I am unable to state how much my estimate can fluctuate, if it fluctuates at all, unless I prepare the entire transcript prior to your

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ordering it.” Her statement was self-contradictory because if her estimate may not fluctuate “at all”, then how could she provide an initial estimate with lower and upper limits, which by definition mark the margins of fluctuation? What would determine whether the final “cost...of \$600 to \$650” was \$600, \$650, anywhere in between, or even outside that range? Since Reporter Dianetti is an official reporter, who earns her living as such, who would prepare the transcript based on her own recording of a proceeding, and who had provided an estimate that already fluctuated by almost 10%, how could she not have an idea of by “how much my estimate can fluctuate”? After all, how many variables can possibly affect the final number of transcript pages? Is one of them measure by somebody else with indisputable authority?

8. Making her estimate even more incomprehensible, Reporter Dianetti again failed to provide in that letter of May 19 the count of stenographic packs and folds that she would use to prepare the transcript because “you already have that information” (E:4). Did she have it too?; if so, why not just restate it in a straightforward business fashion? Moreover, there was something very odd to her failure to appreciate the difference between the count of packs and folds that she had written down for Dr. Cordero on March 1 and what she had recently counted and would actually “be using to prepare the transcript”, as Dr. Cordero had asked in his first letter of April 18 (E:1).

9. Thus, in his letter to her of May 26 (E:6), Dr. Cordero pointed out that:

If you cannot state those limits, the final amount can be anywhere above or below that fork [of \$600 to \$650]. In practical terms this means that there is no estimate at all. Consequently, I am left to assume all the risk and be liable for whatever final price you bill me for. I hope you will agree that does not sound either fair to me or an acceptable business arrangement.

10. In her response of June 13 (E:7), Reporter Dianetti agreed to an upper limit of \$650 and stated a cost per page of \$3.30. This implied that for a meeting that lasted 5.5 hours, she had estimated a maximum of 197 pages. However, she added the astonishing statement that:

Also, I am listing the number of stenographic packs and the number of folds in each pack and this is **the same information** that was given to you on the afternoon of the hearing as I had marked each pack with the number of folds within your view and **am just giving you those exact numbers** at this time. (emphasis added)

11. How astonishing indeed, for Reporter Dianetti was emphatically avoiding any statement of the numbers of packs and folds that she would actually use to prepare the transcript! Why and to what extent would those numbers differ from the numbers of packs and folds that she had used to

record the March 1 evidentiary hearing? Moreover, if she did not even have to count the packs and folds to arrive at her estimate of the transcript cost, why would she on her May 3 and 19 letters not simply restate “the same information...[with which] I had marked each pack”, thus nipping in the bud any suspicion? Dr. Cordero pointed this out unambiguously in his letter to her of June 25 (E:9):

Instead, I made what I meant you to state quite clear in my latest letter to you of May 26:

[since] you necessarily had to count the number of stenographic packs and their folds to calculate the number of transcript pages and estimate the cost of the transcript...provide me with that count...Therefore...

2. state the number of stenographic packs and the number of folds in each that comprise the whole recording of the evidentiary hearing and **that will be translated into the transcript.** (emphasis added)

12. The fact is that Reporter Dianetti recorded the evidentiary hearing on a stenographic machine, presumably the same that she uses for recording every other bankruptcy proceeding, using the same type of stenographic paper, whose folds were pulled in and filled with recording content at the same rate, so that the same amount of content would fill transcription pages at the same rate.

13. Unquestionably, the very aim of a stenographic recording of a proceeding is to record it “verbatim” (§753(b), ¶59 below) so that two stenographers, or for that matter, any number of stenographers possessing the same “qualifications...determined by standards formulated by the Judicial Conference” (§753(a)), and recording the same proceeding on the same type of equipment and paper should end up producing a transcription with the same content having the same length. That is a logical and practical imperative of the system of reporting court proceedings. As the Supreme Court put it, ‘the §753(b) duty to produce verbatim transcripts affords no discretion in carrying out this duty to reporters, who are to record, as accurately as possible, what transpires in court’, *Antoine v Byers & Anderson*, 508 US 429, 124 L Ed 2d 391, 113 S Ct 2167 (1993).

14. Since her refusal made no sense from either a business or technical point of view, why was she so evasive about stating the number of packs and folds that “will be translated into the transcript”? Was she concerned about how much content of the evidentiary hearing recording would be allowed to make it into the transcript, which would determine its number of pages, which would in turn reveal the number of packs and folds from which the transcript was produced? If so, her concern cast in issue the transcript’s reliability as well as the integrity of the court reporting process.

15. Hence, Dr. Cordero asked her in his letter of June 25 (E:10) to agree to:

...provide a transcript that is an accurate and complete written representation, with neither additions, deletions, omissions, nor other modifications, of the oral exchanges among the litigants, the witness, the judicial officers, and any other

third parties that spoke at the DeLano evidentiary hearing...
...simultaneously file one paper copy with the clerk of the bankruptcy court and mail to [Dr. Cordero] a paper copy together with an electronic copy...and not make available any copy in any format to any other party...[and]
...truthfully state in your certificate [that] you have not discussed with any other party (aside from me)...the content...of your stenographic recording of the DeLano evidentiary hearing or of the transcript ...[otherwise] you will state their names, the circumstances and content of such discussions or attempt at such discussions, and their impact on the preparation of the transcript.

16. In her July 1 letter (E:11) the Reporter required that Dr. Cordero prepay by “a money order or certified check in the amount of \$650.00 payable to “Mary Dianetti””, made no provision for the final cost coming out, once she applied her own \$3.30/page rate, at her own lower estimate of \$600 or even lower because, as she had put it in her May 3 letter (E:2), “Please understand this is an estimate only”, and then added without offering any explanation: “The balance of your letter of June 25, 2005 is rejected.”
17. How come “rejected”?! It must be quite obvious that Reporter Dianetti has no justification to refuse to agree that her transcript will be accurate and complete, not distributed to others (aside from the clerk) yet paid for by Dr. Cordero, and not subject to anybody’s tampering influence. Who in his right mind would pay \$650 up front for a product that he has already been given evidence will be defective and unsuitable for the intended purpose? Would you want your rights and obligations determined on a transcript for whose reliability the reporter herself will not vouch?

A. The Judicial Conference’s duty to supervise court reporters and their handling of transcripts and deal with parties requesting transcripts

18. This matter should be of importance to the Conference in light of its duty under 28 U.S.C. §331:
...as to any matters in respect of which the administration of justice in the courts of the United States may be improved. [To that end, the] Conference shall also carry on a continuous study of the operation and effect of the general rules of practice and procedure...to promote...fairness in administration [and] the just determination of litigation...
19. It would be reasonable to expect the Conference to consider that there was substantial room for improvement if it were to find out that the Bankruptcy Court and the District Court, WDNY, deemed Reporter Dianetti’s conduct to be customary and acceptable for their reporters in general. But if the Conference found out that the Reporter undermined her transcript’s reliability on the advice or order of other officers as part of their handling of Dr. Cordero’s cases in particular, would that make it fair and just or, on the contrary, suspicious and requiring closer examination?
- C:1088 Dr. Cordero’s petition of 7/28/5 to J Conf to investigate ct. reporter’s refusal to certify transcript’s reliability

20. To find out whether it is one or the other scenario, 28 U.S.C. §753(c) provides the Conference with more particular authority as well as the duty to investigate Reporter Dianetti's performance in general and her refusal to give assurance about the reliability of this transcript in particular:

(c) The reporters shall be subject to the supervision of the appointing court and the Judicial Conference in the performance of their duties, including dealings with parties requesting transcripts.

21. The incentive for the Conference to conduct a "study of the operation" of those WDNY courts and of Reporter Dianetti's "performance of [her] duties" should be all the stronger because this is not the first time that she together with other officers in those courts have violated "the general rules of practice and procedure" in connection with a transcript requested by Dr. Cordero for appeal purposes.

II. Reporter Dianetti already tried on a previous occasion to avoid submitting a transcript and submitted it only over two and half months later and only after Dr. Cordero repeatedly requested it

22. In September 2002, *Pfuntner v. Trustee Gordon et al*, docket no. 02-2230, WBNY, was commenced and therein Dr. Cordero was named a defendant. He cross-claimed against Chapter 7 Trustee Kenneth Gordon for having negligently and recklessly performed his duties as trustee to the detriment of Dr. Cordero and for making defamatory statements against him to Judge Ninfo so as to induce the Judge not to cause an investigation of the Trustee, as Dr. Cordero had requested. (E:134¶¶6-11) Trustee Gordon moved to dismiss and his motion was heard on December 18, 2002, with Dr. Cordero appearing pro se by phone. Judge Ninfo dismissed the cross-claims summarily at the hearing despite the genuine issues of material fact raised by Dr. Cordero (E:135§§1-3) and even though discovery had not started on any aspect of the case, not even disclosure pursuant to FRBkRP 7026 and FRCivP 26(a)(1) had been provided by any party other than Dr. Cordero (E:150¶75) although the case had been commenced three months earlier (E:152¶80). At the end of the hearing, Dr. Cordero stated that he would appeal.

23. Interestingly enough, according to PACER, <https://ecf.nywb.uscourts.gov/>, between April 12, 2000, and June 26, 2004, Trustee Gordon appeared as trustee in 3,383 cases, in 3,382 out of which he did so before Judge Ninfo! By contrast, Dr. Cordero was a non-local litigant living hundreds of miles away in New York City and appearing in one case. Had Judge Ninfo developed a modus operandi with a trustee who had become a fixture litigant in his court so that to protect Trustee Gordon and their modus operandi the Judge got rid of what he could only deem to be one of the weakest of defendants, a one-time non-local pro se on the phone?

24. That question is warranted by the series of acts of disregard for the law, the rules, and the facts

engaged in by Judge Ninfo (E:140§§2-4; 62A), District Judge Lamer (E:142C; ¶¶36 below), clerks (E:92§II; 139B-§B1), trustees (E:134 ¶¶6-11; 36§V), and parties (E:145D; 68B-71§1) since even before *Pfuntner* was commenced in 2002. Their consistent conduct points to systemic disregard for duty and legality among a group of people in daily contact in a small federal building, growing closely-knit by their related functions and the use of their power to do, not the right thing, but rather the good thing for their common interest because each member can count on all the others for similar supportive disregard, to the detriment of non-members (E:151§§1-6; ¶¶42 below) and the integrity of the system (E:117C-E). What follows is an instance of such clique in action.

25. After Judge Ninfo's order of December 30, 2002, dismissing the cross-claims against Trustee Gordon was sent from Rochester and delivered in New York City, Dr. Cordero phoned Reporter Dianetti at (585)586-6392 on January 8, 2003, to request a transcript of the December 18 hearing. After checking her stenographic packs and folds, she called back and told him that there could be some 27 pages and take 10 days to be ready. Dr. Cordero agreed and requested the transcript. Yet, weeks went by without his hearing from her. He had to call her and the Bankruptcy Court on several occasions to ask why he had not received the transcript, but he could only either record messages on her answering machine or leave them for her with a clerk.
26. It was not until March 10, 2003, after Dr. Cordero called Reporter Dianetti and was already recording another message, that she, screening the call, finally picked up the phone. After giving an untenable excuse, she said that she would have the 15 pages ready for... "You said that it would be around 27?!" She gave another untenable excuse and promised to have everything in two days 'and you want it from the moment you came in on the phone.' What an extraordinary comment! It implied that there had been an exchange between the court and Trustee Gordon before Dr. Cordero had been put on speakerphone and that she was not supposed to include it in the transcript, so she wanted to obtain his tacit consent for her to leave it out. Dr. Cordero told her that he wanted everything and that her statement gave him the impression that other exchanges had taken place between the Judge and Trustee Gordon before and after he, Dr. Cordero, was on the phone. She said that she had to look up her notes and put Dr. Cordero on hold. When she came back, she asked him whether he wanted everything from the moment the Judge had said 'Good morning, Dr. Cordero.' He said no, that he wanted everything from the moment the Judge must have said 'Good morning, Mr. Gordon.'" She again put Dr. Cordero on hold to look up the calendar. She said that before his hearing began, there had been an evidentiary hearing. He asked her the name of the parties, but she said that she would have to look up the calendar. She said that Dr. Cordero's hearing had begun at 9:30 a.m.

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27. As attested to by her certificate, Reporter Dianetti did complete the transcript in the next two days, on March 12, 2003. This shows how inexcusable it was for her to delay doing so for more than two months after Dr. Cordero first contacted her on January 8 to have her produce the transcript. However, there is evidence that she did not deliver it directly to him. Indeed, although the date on her certificate is March 12, the transcript was not mailed to him until March 26, precisely the day of the hearing at 9:30 a.m. of Dr. Cordero's motion for relief from Judge Ninfo's denial of his motion to extend time to file the notice of appeal (E:136§3) from the dismissal of his cross-claims against Trustee Gordon. In fact, the transcript was not entered in docket no. 02-2230 until March 26. It is noteworthy that after Dr. Cordero made a statement at that hearing, Judge Ninfo said that he had not heard anything different from his moving papers, denied the motion, and cut off abruptly the telephone connection through which Dr. Cordero was appearing. The transcript was then mailed and it reached Dr. Cordero on March 28. This reasonably suggests that it was unlawfully withheld from him until the Judge could learn what he had to say at the hearing. Was Reporter Dianetti told to submit her transcript to a higher-up court officer so that its contents could be vetted in light of that hearing before a final version would be sent to Dr. Cordero?
28. The transcript turned out to consist, not of 27 pages as Reporter Dianetti had estimated after consulting her notes on January 8, but only of 15 pages of transcription! She claimed that because Dr. Cordero was on speakerphone, she had difficulty understanding what he said. Her transcription of his statements has many "unintelligible" notes marking missing passages so that it is difficult to make out what he said. If she or the court speakerphone regularly garbled what the person on speakerphone said, it is hard to imagine that either would last long in their respective functions. These facts warrant asking whether she was told to disregard his request for the transcript; and when she could no longer do so, to garble his statements. Has she been told the same in other cases?
29. Was Reporter Dianetti also told and, if so, by whom, to leave out the exchanges between Judge Ninfo and Trustee Gordon before Dr. Cordero was put on speakerphone or after the Judge terminated the phone communication at the hearing on December 18, 2002? The foundation for this question is not only her comment so implying. In fact, on many occasions since then (E:225), Judge Ninfo has cut off abruptly the phone line to Dr. Cordero, in contravention of the norms of civility. It is most unlikely that without announcing that the hearing or meeting was adjourned or striking his gavel, but simply by pressing the speakerphone button to hang up unceremoniously on Dr. Cordero, Judge Ninfo brought thereby the hearing or meeting to its conclusion and the parties in the room just turned on their heels and left without uttering another word.

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A. Reporter Dianetti and other officers have disregarded the law and rules by their way of dealing with Dr. Cordero at hearings & his transcript request

30. It is more likely that on the subject of the hearing or meeting Judge Ninfo spoke with the other parties in Dr. Cordero's absence, thereby engaging in ex parte communications with them "concerning matters affecting a particular case or proceeding" in violation of FRBkrP 9003. (cf. E:119D) Likewise, by so abruptly cutting off a phone connection, the Judge gave any reasonable person at the opposite end of the phone line cause for offense and the appearance of animosity and unfairness. Moreover, by so doing, the Judge, whether by design or in effect, prevented Dr. Cordero from bringing up any further subjects, even subjects that he had explicitly stated earlier in the hearing that he wanted to discuss; and denied him the opportunity to raise objections for the record. Of graver significance in legal terms is that by Judge Ninfo terminating a proceeding without giving notice thereof to a party he violated his duty to afford all parties to a hearing the same opportunity to be heard and hear the judge and the other parties. Thus, Judge Ninfo showed incivility and partiality, disregarded the rule prohibiting ex parte communications, and denied Dr. Cordero due process of law as required under the 5th Amendment.

31. As to Reporter Dianetti, by not delivering her transcript promptly and directly to Dr. Cordero upon completing it on March 12, 2003, she violated §753(b) which provides that:

28 U.S.C. §753(b)...Up on the request of any party to the proceeding which has been so recorded...the reporter...shall **promptly** transcribe the original records...and attach to the transcript his official certificate, and deliver the same to the party...making the request. (emphasis added)

32. The Reporter also violated FRBkrP 8007(a), providing thus:

FRBkrP 8007. (a) *Duty of reporter to prepare and file transcript.* On receipt of a request for a transcript, the reporter shall acknowledge on the request the date it was received and the date on which the reporter expects to have the transcript completed and shall transmit the request, so endorsed, to the clerk or the clerk of the bankruptcy appellate panel. On completion of the transcript the reporter shall file it with the clerk and, if appropriate, notify the clerk of the bankruptcy appellate panel. If the transcript cannot be completed within 30 days of receipt of the request the reporter shall seek an extension of time from the clerk or the clerk of the bankruptcy appellate panel and the action of the clerk shall be entered in the docket and the parties notified. If the reporter does not file the transcript within the time allowed, the clerk or the clerk of the bankruptcy appellate panel shall notify the bankruptcy judge.

33. If she could not have the transcript “completed within 30 days of receipt of the request”, let alone the 10 days that she had said it would take her to transcribe the mere 27 pages that she herself had estimated, why did she not comply with her obligation that “the reporter shall seek an extension of time from the clerk”? If she did, why did the clerk in turn fail to comply with his obligation that “the action of the clerk shall be entered in the docket and the parties notified”? In either event, Dr. Cordero was left without either the transcript or notice. Hence, either the Reporter or the clerk, or both violated the duty to proceed timely, promptly, and with notice. Discharging with promptness transcript-related duties is so important that the FRBkrP restate that obligation thus:

FRBkrP 5007. Record of Proceedings and Transcripts

(a) Filing of record or transcript.

The reporter or operator of a recording device shall certify the original notes of testimony, tape recording, or other original record of the proceeding and **promptly** file them with the clerk. The person preparing any transcript shall **promptly** file a certified copy. (emphasis added)

34. By so dealing with that transcript, Reporter Dianetti also violated §753(a), which provides that “...Each reporter shall take an oath faithfully to perform the duties of his office...” However, her conduct takes on sinister significance because her violations in 2003 occurred in the context of *Pfuntner*, the case that contains Dr. Cordero’s claim against Mr. DeLano (E:23 fn.1) and that Judge Ninfo linked to *DeLano* in his decision on appeal of April 4, 2005 (E:46§I, 51§I V. Therefore, it is reasonable to ask whether her refusal to certify the reliability of the transcript in *DeLano* is also linked to her mishandling of the transcript in *Pfuntner*; if so, with whom is she coordinating her conduct?; and why is it important thereby to influence adversely Dr. Cordero’s appeals? (E:157F) What is the benefit gained or harm avoided by those engaged in such unlawful conduct?

35. Indeed, there is no reason to think that Reporter Dianetti was ‘faithfully performing her duties’ until Dr. Cordero just happened to drop in. This warrants asking whether in other cases she has in coordination with other officers manipulated transcripts to alter their contents or even prevent their receipt. Hence, her conduct is evidence of that broader, systemic disregard for duty and legality where manipulation of transcripts is only part of a larger scheme. (E:92§II; 158§1) These queries need to be investigated because such disregard by her and others not only denies due process to individuals, but also undermines the integrity of the administration of justice. That has grave implications for the quality or seriousness of the §331 “continuous study” carried on by the Judicial Conference, for there is evidence that disregard for duty and legality reaches higher in the judicial hierarchy than the Bankruptcy Court. Did the Conference not know about it?

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III. The Clerk of the Bankruptcy Court disregarded the rules by transmitting the record to the District Court when it could not possibly be complete; yet District Judge Larimer disregarded the rules and repeatedly scheduled the appellate brief for a date before Dr. Cordero would receive and use the transcript to write it

36. The evidence points to Reporter Dianetti not having acted alone. Just as Bankruptcy Court Clerk Paul Warren disregarded the rules on that occasion (§33 above; cf. E:139B -§B1), he has in the instant case, likewise with detrimental effect on any use by Dr. Cordero of the transcript. So Dr. Cordero sent pursuant to FRBkrP 8006 his Designation of Items in the Record to the Bankruptcy Court. Clerk Karen Tacy filed it on April 21, 2005, and on that very same day –after strange hesitation, or was it consultation? (E:188 entries 108 and 109)- transmitted the record to the District Court.
37. 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 is obvious 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. (E:165) Moreover, contact with Reporter Dianetti for production of the transcript had only been initiated, as shown by the copy of Dr. Cordero’s letter of April 18 to her (E:1) accompanying his designation. So when writing his appellant brief, he would hardly be able to take into consideration either the transcript or appellee’s designation, submitted only on May 3 (E:229 entry 5) and delivered in NYC on May 10.
38. Nevertheless, District Judge Larimer issued a scheduling order on April 22, the day after receiving the record, providing that “Appellant shall file and serve its brief within 20 days after entry of this order on the docket”. (E:167) Since the record contained a copy of Dr. Cordero’s April 18 letter to Reporter Dianetti, the Judge too must have known that the Reporter had hardly received it and that no arrangement could have been agreed upon for the production of the transcript. In any event, FRBkrP 8007(a) (§ 32 above) would allow the Reporter 30 days to complete the transcript and if she had not done so by that time, she could ask for an extension. Therefore, to require the filing of his appellate brief within 20 days would in effect prevent Dr. Cordero from receiving, let alone using, the transcript in writing the brief or even making it part of the record and thereby available in any subsequent appeal to the Court of Appeals or the Supreme Court.
39. On a phone conversation that Dr. Cordero had with Bankruptcy Clerk of Court Warren on May 2 concerning the premature transmittal of the record in disregard of FRBkrP 8007(b), the Clerk
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defended the transmittal and refused to withdraw the record. So on that date, Dr. Cordero faxed to the District Court his objection to its scheduling order and requested that Judge Larimer rescind it. (E:169) He pointed out that the “premature...acts [of both courts] have forced Dr. Cordero to devote time and effort to research and writing to comply with the deadline for submitting his brief while waiting on the Bankruptcy Court to acknowledge its mistake and withdraw the record”.

40. Disregarding the violation of the rules and that concrete detriment, Judge Larimer did not rescind his scheduling order. Instead, on May 3 he issued another order requiring Dr. Cordero to file his appellate brief by June 13. (E:171) In so doing, he did not even mention the legal and factual basis of Dr. Cordero’s objection to premature transmittal of the incomplete record and the consequences in practical terms of the scheduling order.
41. As a result, Dr. Cordero was forced to write again to raise before Judge Larimer a “Motion for compliance with FRBkrP 8007 in the scheduling of appellant’s brief”. (E:172) It pointed out that the District Court did not receive a “record [that] is complete for purposes of appeal”, as required under FRBkrP 8007(b), so that in contravention of the rules it received an incomplete one; therefore, it had not obtained and still did not currently have jurisdiction over the case to issue a scheduling order.
42. Dr. Cordero noted that there was no justification for all the waste of time and effort as well as enormous aggravation that was being caused to him by requiring that he research, write, and file his brief by June 13 although not only he had not received the transcript, but also nobody knew even when the Reporter would complete it, let alone deliver it to him. Hence, if the transcript were delivered before the brief-filing deadline, he would have to scramble to read its hundreds of pages and then rework his whole brief to take them into consideration and do in a hurry any necessary legal research. Worse yet, if the transcript were delivered after that filing deadline and before the District Court’s decision, he would have to move for leave to amend his brief and, if granted, write another brief. But if the transcript were not filed timely and the Bankruptcy Clerk notified Judge Ninfo thereof under FRBkrP 8007(a), the outcome could not be known in advance, not to mention that the circumstances of the Reporter’s failure to complete it could give rise to a host of new issues. And what would happen, Dr. Cordero asked, if the transcript was delivered *after* the Court had issued its decision? ! He concluded that there was no legal basis for putting on him the onus of coping with all that burdensome extra work and uncertainty.
43. In its third scheduling order of May 17 (E:175), Judge Larimer did not show any awareness of these issues, let alone that they were his concern. On the contrary, he issued his order as if:

Appellant requested additional time within which to file and serve his brief.

That request is granted, in part. Appellant shall file and serve his brief

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within twenty (20) days of the date that the transcript of the bankruptcy proceedings is filed with the Clerk of the Bankruptcy Court.

44. No! Dr. Cordero had certainly **not** "requested additional time". What he had requested was for the Court to act in accordance with the law: (E:174)

Rescind its scheduling order requiring that he file his brief by June 13 and reissue no such order until in compliance with FRBkrP 8007(b) it has received a complete record from the clerk of the bankruptcy court.

45. Judge Larimer's last order means in practice that if Reporter Dianetti ever files her transcript and it is found objectionable, Dr. Cordero will once more have to move the District Court to rescind that order and undertake corrective measures. In terms of the law, it means that the Judge issued a third order with disregard for the legal issues depriving him of jurisdiction to do so. Did he intend for Dr. Cordero to file his brief without the benefit of the transcript? Did the Judge know that if Dr. Cordero insisted on obtaining the transcript, he would be given some sort of such thing whose reliability would be so compromised that Reporter Dianetti would not certify it?

46. These questions are justified because the instant events are an exact repetition of the way Judge Larimer proceeded when Dr. Cordero requested the first transcript: After his colleague Judge Ninfo summarily dismissed Dr. Cordero's cross-claims against Trustee Gordon at the hearing on December 18, 2002 (§22 above), Dr. Cordero phoned Reporter Dianetti on January 8, to request the transcript. He then sent his notice of appeal, whose receipt was acknowledged by Bankruptcy Case Manager Karen Tacy by letter of January 14 (E:191), where she informed him that the due date for his designation of items was January 27. Yet, already on January 16, 2003, Judge Larimer had an order filed scheduling Dr. Cordero's brief for 20 days hence (E:192) although the Bankruptcy Clerk had transmitted to the District Court a record so unquestionably incomplete that it consisted of merely the notice of appeal! Then Reporter Dianetti tried to avoid submitting that transcript to Dr. Cordero and mishandled its delivery after completing it so that it was sent to him only more than two and a half months later, after Judge Ninfo had found out what Dr. Cordero had to say at the hearing on March 26, 2003 (§27 above).

47. These facts support the conclusion that just as in the instant case, on that occasion Judge Larimer tried to deprive Dr. Cordero of the transcript by scheduling his brief for a date before he would receive it and be able to take it into account. What a flagrant violation by administrative and judicial officers of FRBkrP 8006 and 8007 as well as coordinated manipulation of filing dates (cf. E:157F; 73§2) and abusive impairment of the right to appeal! (cf. E:123§III) Was Judge Larimer protecting Colleague Ninfo or Trustee Gordon or both? From what and what for?
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48. In light of these precedents, what conceivable reason can Dr. Cordero have to believe that when a complete record is properly before Judge Larimer, the latter will decide the appeal in accordance with the law, the rules, and the facts? Once more, this question is particularly pertinent because in the past Judge Larimer disregarded the law, the rules, and the facts in deciding Dr. Cordero's two appeals from *Pfuntner*: Dr. Cordero's opposition to Trustee Gordon's motion to dismiss the appeal, docket no. 03cv6021 (E:237¶50b)); and his application for default judgment against David Palmer, docket no. 03mbk6001 (E:142§C; 235B-237¶50a)).

IV. Reporter Dianetti's refusal to certify the transcript's reliability is another manifestation of court officers who disregard the law, the rules, and the facts in support of a bankruptcy fraud scheme

49. One must assume that all these officers know that 'the transcript is of critical importance to meaningful appellate review', *U.S. v Workcuff*, 137 App DC 263, 422 F2d 700 (1970), because, among other things, under FR CivP 80(c) 'the stenographically recorded testimony of a witness at a hearing can be used to prove that testimony at a later trial'; for its part, FRAP 10(a) provides that "...the transcript of proceedings, if any, ... shall constitute the record on appeal in all cases" (emphasis added). Hence, 'foreclosing examination of a complete transcript renders illusory appellant's right to appeal', *U.S. v Selva*, 546 F2d 1173 (CA5 Fl, 1977).

50. Harmful assumptions are also made by court officers and parties upon seeing judges and supervisors exhibit lack of commitment to the rule of law and tendency to disregard the high ethical standards that should guide the administration of justice. (cf. E: 239C) Their insidious example fosters a permissive environment that is self-reinforcing since 'we can do anything like the bosses do too...and they'd better cover our backs 'cause if we go down they come together with us'. Such everything goes, extortionist mentality ever more profoundly undermines the performance of administrative tasks, indispensable for the judicial process to follow its proper course. This breeds lack of candor, bias, and arbitrariness, which are attitudes inimical to due process; cf. *William Bracy, Petitioner v. Richard B. Gramley, Warden*, 520 U.S. 899; 117 S. Ct. 1793; 138 L. Ed. 2d 97 (1997).

51. In such environment, one can imagine court officers engaging or allowing others to engage in conduct that can deprive or is intended to deprive Dr. Cordero of transcripts. But a cautious and objective reader would ask what motive they could have to do so. To find the answer, he or she should know who the DeLanos are and what they have done (E:19§I): Among other things, they filed a bankruptcy petition in January 2004, wherein they named Dr. Cordero among their creditors because of his claim against Mr. DeLano pending since November 2002 in *Pfuntner* (E:23 fn.1). Dr. Cordero's petition of 7/28/5 to J Conf to investigate ct. reporter's refusal to certify transcript's reliability C:1097

Their petition is facially implausible because Mr. DeLano is a 32-year veteran of the banking industry still employed by Manufacturers & Traders Trust Bank (M&T) as an executive handling, of all matters, bankruptcies, but he and his wife pretend to have gone bankrupt with merely \$535 in cash and accounts while refusing to provide documents concerning the whereabouts of \$291,470 that they earned in just the 2001-03 fiscal years! Yet, to keep those documents from Dr. Cordero they are willing to run up, and their attorney knows they can afford, a legal bill of \$16,654. (E:219) A rational man, and a banker at that, would only incur such cost if he had more to lose by producing the requested financial documents. Do you too now want to see those documents?

52. Dr. Cordero did and requested Chapter 13 Trustee George Reiber under 11 U.S.C. §1302(b)(1) and §704(4) to “investigate the financial affairs of the debtor”, and under §704(7) to “furnish such information concerning the estate and the estate’s administration as is requested by a party in interest”. The reaction of the Trustee’s attorney, James Weidman, Esq., illegally conducting the meeting of creditors on March 8, 2004 (C.F.R. §58.6(a)(10)), was to ask Dr. Cordero what he knew about the DeLanos having committed fraud, and when he would not answer, the Attorney terminated the meeting to prevent Dr. Cordero from examining them. (E:62A) Such termination violated the meeting’s purpose under §341, §343, and FRBkrP 2004(b); yet the Trustee ratified it. Judge Ninfo condoned it (E:21§ II) as “local practice” (E:23§III; 66§2), thus disregarding his duty under §1325(a)(3) to ascertain whether the petition was “in good faith [or] forbidden by law” and protecting the local parties again (E:116B-C).
53. Indeed, Trustee Reiber had, according to PACER, 3,907 *open cases* before Judge Ninfo! (cf. ¶23 above) He would not request the DeLanos to produce checking and savings account statements. Only at Dr. Cordero’s repeated request did he pro forma ask them for other documents... only to allow them to stall producing even the very few that he had asked for. (E:24¶¶14-19) Nevertheless, Trustee Reiber’s supervisors, Assistant U.S. Trustee Kathleen Dunivin Schmitt and U.S. Trustee for Region 2 Deirdre Martini, would not require him to investigate the DeLanos (E:20¶g; 36§V) or replace him with a trustee willing and able to do so (E:14§II).
54. On July 9, 2004, Dr. Cordero presented evidence that the DeLanos were engaged in bankruptcy fraud, particularly concealment of assets. He moved for an order to produce documents that could prove it, such as bank accounts. (E:90§I) To eliminate him before he could obtain them, the DeLanos filed on July 22 a motion to disallow his claim. Judge Ninfo supported it, although it was barred by laches and untimely (E:74¶¶46-54) and did not order any production (E:68B; 107). Only at Dr. Cordero’s instigation did he issue a watered-down order that he allowed the DeLanos to violate (E:32§3) -just as he has allowed *Pfuntner* parties to do (E:145D)- Then he
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stopped all other proceedings in *DeLano*, thus forestalling a renewed opposition under §§1325(b) and 102(4) by Dr. Cordero to their repayment plan, and forced him to take discovery of Mr. DeLano to prove his claim against him in *Pfuntner* (E:195 §§I-II). The result of his discovery would be presented at an evidentiary hearing on March 1, 2005. But Mr. DeLano and the Judge denied him *every document* that he requested. (E:77§§1-2) Yet, in his decision on appeal of April 4, the Judge disallowed the claim because ‘Dr. Cordero did not introduce any document to prove it!’ What a set up! (E:33B)

55. However, Dr. Cordero could still introduce on appeal one threatening document: **the transcript**. Indeed, at the March 1 evidentiary hearing he elicited from Mr. DeLano admissions corroborating all the elements of his claim and even new information strengthening it. Judge Ninfo dealt with that testimony in his April 4 decision by dismissing it on the allegation that Mr. DeLano had been “confused” by Dr. Cordero. The ludicrousness of such pretense of a reason for dismissing damaging testimony is all the more obvious because Mr. DeLano was testifying about his own actions as an expert handling the bankruptcy in *Pfuntner*. (E:23 fn.1) Also, he was assisted by two seasoned attorneys, Christopher Werner, Esq., who according to his own statement ‘has been in this business for 29 years’ now and, as shown in PACER, had already at the time appeared before Judge Ninfo in 525 cases; and Michael Belyma, Esq., who is the attorney for Mr. DeLano and M&T in *Pfuntner* and a partner in the firm of Underberg & Kessler, of which the Judge was also a partner before being appointed to the bench in 1992¹. The transcript will also allow Judge Ninfo’s peers to hear from his own mouth his bias and contempt for due process. (E:209C-E)
56. Mr. DeLano’s self-incriminating testimony and Judge Ninfo’s performance as his on-the-bench advocate, if it were completely and accurately reflected in the transcript (E:216F), can have devastating consequences: It will show that the untimely motion to disallow and the abuse-of-process evidentiary hearing constituted a two-punch sham (E:33B) to justify stripping Dr. Cordero of standing as a creditor of the DeLanos so as to prevent him from obtaining the documents that can prove the bankruptcy fraud (cf. E:47 §II) of well-connected Veteran Banker DeLano. In his 32-year banking career, he must have come to know too much to be left unprotected from his

¹Judge Ninfo is up for reappointment and the investigation requested here should assist in deciding whether to reappoint him. Sooner or later what drives him, the other court officers, and the local parties to disregard their duty and legality will be exposed, whether by the Judicial Conference, the FBI, the Congressional committees on the judiciary, or investigative journalists. Those who vote to reappoint him (cf. E:202) despite all the evidence of wrongdoing collected during the past three years (E:115§II) and presented to each of the members of the CA2 and Judicial Council (E:239C; 201) by Dr. Cordero will end up embarrassed and having to explain themselves.

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creditors or, worse, liable to criminal charges and, thus, tempted by a plea bargain to trade in his we-are-all-in-the-same-boat incrimination. (E:83§3) Precisely, his confession can open the way to proving that the long series of acts beginning in *Pfuntner* (E:134§I) of disregard for the law, the rules, and the facts by court officers, all consistently to the detriment of non-local pro se Dr. Cordero and the benefit of local parties (E:117C-E), form a pattern of non-coincidental, intentional, and coordinated wrongdoing in bankruptcy. Their cases approved generate a commission of all payments by debtors to creditors as well as debt relief that spares concealed assets. That relief alone can save the DeLanos more than \$144,000 in debt plus delinquent interest at over 25%. (E:248¶75) Money, lots of money, “the source of all evil”, and a web of local relations giving rise to what is at stake here: a bankruptcy fraud scheme and its cover-up. (E:234D)

57. Indeed, when so many officers who meet daily in a small building to work as a formal unit of colleagues and appointers-appointees (28 U.S.C. §751(a), (b); §753(a)) disregard their duty and legality as they engage in ‘diversity of city’ discrimination against a far away litigant, one can infer that they are not simply performing their functions incompetently and with accidentally identical results. Instead, the law allows the application of common sense to circumstantial evidence to draw the inference of intentionality and coordination from the acts of reasonable persons operating as a team to attain the shared objective of a scheme. On such basis, juries of lay persons are asked to make inferences that can lead to a finding of guilt beyond reasonable doubt, which will deprive the accused of his property, his liberty, and even his life. That is what the schemers stand to lose, who can be exposed as such by the transcript of one of their reporters.

V. Bankruptcy court reporters are subject to 28 U.S.C. §753 and the supervision of the Judicial Conference

58. FRBkrP 5007(b) on transcript fees is commented on in the Advisory Committee Notes to that Rule thus: “Subdivision (b) is derived from 28 U.S.C. §753 (f)”. This shows that §753, the Court Reporter Act of 1944, as amended, is applicable to bankruptcy court reporters, just as it is applicable to district court reporters, who are expressly appointed under §753(a).

59. The same conclusion follows from the applicability of §753 to the district court clerks, who in districts where no bankruptcy clerk has been appointed, perform the same clerkship duties for the respective bankruptcy courts, which follows from FRBkrP 5001, Advisory Committee Notes, 1987 Amendments, “...Clerk means the bankruptcy clerk, if one has been appointed for the district; if a bankruptcy clerk has not been appointed, clerk means clerk of the district court”. Therefore, if district court clerks can perform the same duties as bankruptcy court clerks although such duties have

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some elements specifically connected with bankruptcy, such as keeping claims registers under FRBkrP 5003(b), then district court reporters can also serve as bankruptcy court reporters and vice versa since the nature of the proceedings that they record does not affect their duty to:

§753(b)...record verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations...[e]ach session of the court and every other proceeding designated by rule or order of the court or by one of the judges... (cf. ¶13 above)

60. Applying by analogy the same rules to reporters in either court as is done to clerks performing bankruptcy clerkship duties is supported by §753(d), which provides that reporters' "records shall be inspected and audited in the same manner as the records and accounts of clerks of the district courts".
61. The applicability of §753 to bankruptcy court reporters is also arrived at by elimination. Thus, 28 U.S.C. §156. Staff; expenses, provides under subsection (a) for each bankruptcy judge to appoint a secretary and a law clerk, and under (b) for the bankruptcy judge's for a district to appoint a bankruptcy clerk upon certifying that the number of cases and proceedings so warrants. By contrast, §156 does not provide for bankruptcy judges to appoint reporters; neither does FRBkrP Part V-Bankruptcy Courts and Clerks. The appointment of reporters is provided for under §753(a), which empowers the Judicial Conference to determine their number and qualifications.
62. Moreover, bankruptcy courts are adjunct to the district courts, which refer bankruptcy cases to them under 28 U.S.C. §157(a) pursuant to the bankruptcy system set up in the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. No. 98-353, 98 Stat. 333, in the aftermath of *Northern Pipeline Construction Co. v. Marathon Pipe Line Co.*, 458 U.S. 50 (1982), which drew in question the constitutionality of some appellate aspects of the Bankruptcy Reform Act of 1978, Pub. L. No. 95-598, 92 Stat. 2549 (1978). The bankruptcy courts adjudicate cases referred to them by the district courts subject to the same administrative provisions to which district courts are subject if they adjudicate those cases, whether before any referral or after it upon withdrawing them under §156(d) from the bankruptcy courts back to themselves. In either event, the staff of the district or the bankruptcy courts, including the court reporters, perform the same functions subject to the same supervision, just as the public deals with them the same way.

VI. Request for Relief

63. The court officers and local parties are determined not to allow Dr. Cordero to use the *Pfuntner-DeLano* cases as a wedge to crack the bankruptcy fraud scheme. (E:51§IV) But they cannot prevent the Conference from investigating Reporter Dianetti and thus reaching the source of wrongdoing infecting Dr. Cordero's petition of 7/28/5 to J Conf to investigate ct. reporter's refusal to certify transcript's reliability C:1101

ing the core of judicial integrity. It is for each Conference member to determine how he or she will handle that clique and their pattern of disregard for duty and legality. Will each discharge his or her own duty to apply the law even to colleagues and appointees who have broken it for their own advantage, even by denying due process to a non-local person on whom they have inflicted enormous material and emotional injury for years? Failure to do so will only condone and thereby encourage those of officers and parties to commit ever bolder acts, which will accumulate until attaining a critical mass threatening to explode and expose them, which will induce them into a cover up requiring ever more egregious, even criminal acts. (E:243D) It is a vicious circle that can only end up in disaster and shame for its active participants as well as those who had the duty to stop them but who instead aided and abetted them through their passivity in dereliction of duty. The choice is between sticking with unworthy members of the same class and keeping the oath to uphold the law and to fairness and justice. (E:253E) Where do your loyalties lie?

64. Therefore, Dr. Cordero respectfully requests that the Judicial Conference:

- a. Investigate under 28 U.S.C. §753(c) the refusal of Court Reporter Mary Dianetti to certify the reliability of the transcript in question in connection with the *DeLano* and *Pfuntner* cases as well as with the broader context of the pattern of non-coincidental, intentional, and coordinated acts of disregard for the law, the rules, and the facts engaged in by other court officers and parties in the Bankruptcy Court, WBNY, and District Court, WDNY
- b. Designate under §753(b) 3rd paragraph an experienced court reporter, unrelated to either Court Reporter Mary Dianetti or any court officers, whether judicial or administrative, of either of those Courts, to prepare the transcript based on all the stenographic packs and folds used by her to record the evidentiary hearing of March 1, 2005, having due regard for the chain of custody and condition of such packs and folds; and review such transcript; and
- c. Refer the *DeLano* and *Pfuntner* cases for investigation 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 Department of Justice and FBI offices in Washington, D.C., or Chicago, who are unfamiliar with either case, and unrelated and unacquainted with any of the parties or officers that may be investigated, and that no staff from such offices in either Rochester or Buffalo participate in any way in such investigation.

Dated: July 28, 2005
59 Crescent St.,
Brooklyn, NY 11208,

Dr. Richard Cordero

Dr. Richard Cordero
tel. (718) 827-9521

Table of Exhibits

in support of the petition under 28 U.S.C. §753 to
the Judicial Conference of the United States
to investigate a court reporter’s refusal to certify
the reliability of her transcript, and
to designate another individual to produce it
submitted on July 28, 2005

by
Dr. Richard Cordero

1. Letters between Dr. Richard Cordero and WBNY Court Reporter Mary Dianetti:

	Dr. Cordero	Reporter Dianetti		
a.	April 18, 2005.....		1	[C:1155]
b.		May 3	2	[C:1156]
c.	May 10.....		3	[C:1157]
d.		May 19.....	4	[C:1158]
e.	May 26.....		6	[C:1160]
f.		June 13.....	7	[C:1161]
g.	June 25.....		9	[C:1163]
h.		July 1, 2005.....	11	[C:1165]

2. Dr. **Cordero’s** motion of **July 13, 2005**, for the District Court, WDNY, to **stay** the confirmation hearing in Bankruptcy Court of the debt repayment plan in *In re DeLano*, no. 04-20280, WBNY, and the confirmation order; withdraw the case to itself pending appeal; remove Trustee George Reiber; and take notice of his addition of issues to the appeal 13 [Add*:881]
- a. Dr. Cordero’s **affidavit** of **July 11, 2005**, in support of his July 13 motion..... 18 [Add:886]

[***D**:=Designated items in the record for the appeal from Bankruptcy Court in *In re DeLano*, 04-20280, WBNY, to District Court in *Cordero v DeLano*; 05cv6190L, WDNY; **Add**:=Addendum to the D items; **Pst**:= PostAddendum; and **Tr**:= transcript of the evidentiary hearing in *DeLano* in Bankruptcy Court on March 1, 2005. The exhibits whose page numbers are so identified are contained in the corresponding files in the A D Add Pst Tr folder on the accompanying CD.

Mr. DeLano is a 3rd-party defendant who was brought into *Pfuntner v. Trustee Gordon et al., no 02-2230, WBNY*, by Dr. Cordero. Later on, he filed for bankruptcy and included Dr. Cordero among his creditors because of the latter’s claim against Mr. DeLano arising from *Pfuntner*.]

3. Dr. Cordero's motion of June 20, 2005 , for the District Court to stay in Bankruptcy Court <i>Pfuntner v. Trustee Gordon et al.</i> , no. 02-2230, WBNY, and join the parties in that case to the <i>DeLano</i> appeal.....	43	[Add:851]
b. Dr. Cordero's statement of June 18, 2005 , to the <i>Pfuntner</i> parties on Judge Ninfo's linkage of the <i>Pfuntner</i> and <i>DeLano</i> cases.....	45	[Add:853]
4. Dr. Cordero's motion of February 17, 2005 , to request that Judge Ninfo recuse himself under 28 U.S.C. §455(a) due to lack of impartiality	59	[D:355]
5. Dr. Cordero's motion of August 14, 2004 , in Bankruptcy Court for docketing and issue of proposed order, transfer, referral, examination, and other relief, noticed for August 23 and 25, 2004.....	89	[D:231]
6. Dr. Cordero's motion of November 3, 2003 , in the Court of Appeals for the Second Circuit for leave to file updating supplement of evidence of bias in Judge Ninfo's denial of Dr. Cordero's request for a trial by jury	107	[D:425]
7. Dr. Cordero's motion of August 8, 2003 , for J. Ninfo to transfer <i>Pfuntner</i> to the District Court in Albany, NDNY, and recuse himself due to bias	127	[D:385]
8. Bankruptcy Court's notice of April 11, 2005 , to Dr. Cordero to request that pursuant to FRBkrP 8006 he perfect the record on appeal in <i>DeLano</i> by submitting by April 21 his designation of items in the record	165	[Add:679]
9. District Judge Larimer's order of April 22, 2005 , scheduling Dr. Cordero's appellate brief in <i>DeLano</i> for submission by 20 days hence, issued with disregard for FRBkrP 8007(b) a day after Dr. Cordero's designation of items was filed in Bankruptcy Court and before the transcript had been started so that the record was incomplete and no brief could be scheduled	167	[Add:692]
10. Dr. Cordero's objection of May 2, 2005 , to Judge Larimer's FRBkrP-non-complying scheduling of his appellate brief; and request for its rescission.....	169	[Add:695]
11. Judge Larimer's order of May 3, 2005 , scheduling another date for Dr. Cordero's appellate brief and issued with disregard for his objection that the scheduling was premature since the record it was still incomplete	171	[Add:831]
12. Dr. Cordero's motion of May 16, 2005 , for compliance with FRBkrP 8007 in the scheduling of his appellate brief and the urgent rescission of the scheduling order because the transcript was not yet in, the record was still incomplete, and the Judge had no jurisdiction over the case.....	172	[Add:836]
13. Judge Larimer's order of May 17, 2005 , rescheduling Dr. Cordero's brief for submission within 20 days after the transcript was filed, as if he had requested additional time rather than compliance with the FRBkrP	175	[Add:839]
14. Docket of DeLano as of July 26, 2005 [updated to December 12, 2005]	176	[D:496]
15. Bankruptcy Court's letter of January 14, 2003 , to Dr. Cordero setting January 27 as the due date for his designation of items in his appeal in <i>Pfuntner</i> from Judge Ninfo's dismissal of his cross-claims against Trustee Gordon	191	[C:1107]

16. Judge Larimer’s scheduling order of January 16, 2003 , setting a deadline 20 days hence for Dr. Cordero’s appellate brief, thereby issuing it prematurely while the period had barely begun to run for him to designate items for his appeal <i>Cordero v. Gordon</i> , no. 03cv6021, WDNY.....	192	[C:1108]
17. [excerpts from] Dr. Cordero’s motion of September 9, 2004 , in CA2 to quash Judge Ninfo’s order of August 30, 2004, which severs a claim from his appeal <i>In re Premier Van et al.</i> , no. 03-5023, so that the Judge can decide it in DeLano , thus making a mockery of the appeal process	194	[C:719]
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19. Dr. Cordero’s letter of March 17, 2005, to Circuit Executive Karen Greve Milton in response to the invitation by the Court of Appeals for the Second Circuit for public comments on the reappointment of Judge Ninfo to a new term of office as bankruptcy judge.....	202	[C:982]
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b. Dr. Cordero’s Statement: Judge Ninfo’s bias and disregard for legality can be heard from his own mouth through the transcript of the evidentiary hearing of the DeLano Debtors’ motion to disallow Dr. Cordero’s claim against Mr. DeLano , held on March 1, 2005; and can be read about in a caveat on ascertaining its authenticity that illustrates the Judge’s tolerance of wrongdoing [See that transcript in the Tr file in the D Add Pst Tr folder on the accompanying CD.]	204	[C:951]
20. Application of July 7, 2005 , by Christopher Werner, Esq. , attorney for the DeLanos, for \$16,654 in legal fees incurred almost exclusively in connection with Dr. Cordero’s request for documents and the DeLanos’ efforts to avoid producing them	219	[C:1059]
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22. Docket for <i>Cordero v. DeLano</i> , no. 05-cv-6190 DGL, WDNY	228	[Pst:1181]
23. [excerpts from] Dr. Cordero’s petition of January 20, 2005, to the Supreme Court of the United States in <i>Cordero v. Premier Van Lines, Inc., et al.</i> , docket no. 04-8371, for a writ of certiorari to the Court of Appeals for the Second Circuit in <i>Premier Van et al.</i> , docket no. 03-5023, CA2.....	231	[Add:557,588]

Statement by Bankruptcy Court Reporter Mary Dianetti

of the number of folds and packs of stenographic paper
comprising her recording of the evidentiary hearing
held on March 1, 2005, before Judge John C. Ninfo, II
of the DeLano Debtors' motion to disallow Dr. Richard Cordero's claim
in *In re DeLano*, no. 04-20280, WBNY

3/1/05

1 PK - 6 - 15 8/2 - Numbered.
2 PK - 3 - 181 - numbered
3 PK - 188 folds.
4 PK - 9 1/2 folds.

Mary Dianetti

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

Dr. Richard Cordero

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

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

April 18, 2005

Ms. Mary Dianetti
612 South Lincoln Road
East Rochester, NY 14445

[(585)586-6392]

Dear Ms. Dianetti,

I would like to know the cost of the transcript of your stenographic recording of the evidentiary hearing held on March 1, 2005, in the U.S. Bankruptcy Court in Rochester in the case of David and Mary Ann DeLano, docket no. 04-20280.

Kindly let me know also the number of stenographic packs and the number of folds in each pack that you used to record that hearing and that you will be using to prepare the transcript.

Please indicate whether the transcript can be made available in electronic form, such as a floppy disk or a compact disk and, if so, how much it would cost to have the transcript made:

1. only in electronic form
2. only printed on paper
3. both in electronic form and on paper.

State also the arrangements that can be made so that after the transcript has been completed, I can make a copy of the stenographic packs and folds that you used for your transcription and for a government agency to inspect the original packs and folds that you used.

yours sincerely,

Dr. Richard Cordero

612 S. Lincoln Road
East Rochester, N.Y. 14445
May 3, 2005

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

Dear Dr. Cordero:

In response to your letter dated April 18, 2005, please be informed that the estimated cost of the transcript of the proceedings held on March 1, 2005, in the matter of David and Mary Ann DeLano, docket No. 04-20280 is \$600.00 to \$650.00. Please understand this is an estimate only.

The information you requested regarding how many packs of paper and the number of folds was given to you after the hearing was completed. Also, the transcript can be provided on a disk and printed paper.

Very truly yours,



Mary Dianetti

Bankruptcy Court Reporter

Dr. Richard Cordero

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

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

May 10, 2005

Ms. Mary Dianetti
612 South Lincoln Road
East Rochester, NY 14445

[(585)586-6392]

Dear Ms. Dianetti,

Thank you for your letter of May 3, indicating that you estimate at between \$600 and \$650 the cost of the transcript of your stenographic recording of the evidentiary hearing held on March 1, 2005, in the U.S. Bankruptcy Court in Rochester in the case of David and Mary Ann DeLano, docket no. 04-20280.

You added the caveat "Please understand this is an estimate only". Since you already stated that it can fluctuate between \$600 and \$650, I would appreciate your letting me know by how much more your estimate can fluctuate.

This makes it all the more necessary that you state how many packs of stenographic paper and how many folds in each pack constitute the whole of your recording. I trust you will have no problem in providing me with this information this time.

Please let me know also on what type of disk, i.e. floppy disk or CD, the transcript can be provided (in addition to the paper copy) and whether it can be provided in Microsoft Word, Adobe PDF Acrobat, or both.

yours sincerely,

Dr. Richard Cordero

612 South Lincoln Road
East Rochester, N. Y. 14445

May 19, 2005

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

Dear Dr. Cordero:

In response to your letter dated May 10, 2005, this is to inform you I am unable to state how much my estimate can fluctuate, if it fluctuates at all, unless I prepare the entire transcript prior to your ordering it.

Also, as I mentioned in my previous letter, the transcript can be provided to you in paper form and/or floppy disk in PDF form.

As I previously stated, you were provided with the number of packs of stenographic paper and number of folds used for the hearing following the conclusion of that hearing on March 1, 2005, therefore, I trust you already have that information.

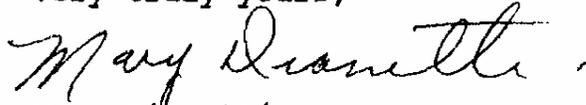
continued

I have not as yet received a formal request from you indicating that you would like me to prepare the transcript and the terms of payment for such. Should you make a formal request for a transcript, I will transmit the endorsed request to the clerk of the court with a copy to you in accordance with the federal Rules of Bankruptcy Procedure.

By copy of this letter I am notifying the Court of my correspondence to you regarding this matter.

Please advise me if you would like me to prepare the transcript. Awaiting your response, I remain

Very truly yours,



Mary Dianetti

Bankruptcy Court Reporter

CC: Clerk, U.S. Bankruptcy Court
Western District of New York

Dr. Richard Cordero

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

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

May 26, 2005

Ms. Mary Dianetti
612 South Lincoln Road
East Rochester, NY 14445

[(585)586-6392]

Re: transcript of the evidentiary hearing held on March 1, 2005, in the U.S. Bankruptcy Court in Rochester in the case of David and Mary Ann DeLano, docket no. 04-20280

Dear Ms. Dianetti,

I am in receipt of your letter of 19 instant. Therein you indicate that:

I am unable to state how much my estimate can fluctuate, if it fluctuates at all, unless I prepare the entire transcript prior to your ordering it.

A single digit estimate is a price quotation that alerts the client to the risk that the final price may go up from the quoted dollar amount and to the enticing possibility that it may go down, but it does not indicate how much that amount can move in either direction. The purpose of a fork estimate is to eliminate this uncertainty by setting upper and lower limits on the amount to be billed for. The spread between the forks limits "how much [your] estimate can fluctuate".

Your letter of May 3 provided such fork by stating that the price for the above-captioned transcript would be between \$600 and \$650. However, it reintroduced that uncertainty by stating "Please understand that this is an estimate only", meaning that your estimate could fluctuate beyond the limits of the fork. My letter of May 10 only tried to ascertain by how much those limits can be exceeded. Given your professional experience as a court reporter and the fact that you are in possession of the stenographic packs and had to count their folds to arrive at the estimate, you are in a better position than I am to state by how much your estimate can go lower than \$600 or higher than \$650. If you cannot state those limits, the final amount can be anywhere above or below that fork. In practical terms this means that there is no estimate at all. Consequently, I am left to assume all the risk and be liable for whatever final price you bill me for. I hope you will agree that does not sound either fair to me or an acceptable business arrangement.

My concern is only heightened by the fact that although you necessarily had to count the number of stenographic packs and their folds to calculate the number of transcript pages and estimate the cost of the transcript, you have not seen fit to provide me with that count in response to the request in both my letters of April 18 and May 10 that you state such count. The fact that you provided a pack and fold count on March 1 is not a convincing, let alone reassuring, reason for your not providing it now in the context of my ordering the transcript and making a commitment to paying hundreds and hundreds of dollars for it.

Therefore, I respectfully request that you:

1. provide a reliable upper limit for the estimated cost or agree that it will not exceed \$650; and
2. state the number of stenographic packs and the number of folds in each that comprise the whole recording of the evidentiary hearing and that will be translated into the transcript.

Sincerely,

Dr. Richard Cordero

612 South Lincoln Road
East Rochester, New York 14445

June 13, 2005

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

Dear Dr. Cordero:

In response to your letter dated May 26, 2005, in which you request that I provide a reliable upper limit for the estimated cost or agree the transcript will not exceed \$650.00, please be advised that I agree it will not exceed that amount.

Also, I am listing the number of stenographic packs and the number of folds in each pack and this is the same information that was given to you on the afternoon of the hearing as I had marked each pack with the number of folds within your view and am just giving you those exact numbers at this time.

continued

1st pack - folds numbered 6 - 158 1/2

2nd pack - folds numbered 3 - 181

3rd pack - folds 188 1/2 - folds not numbered

4th pack - folds 99 1/2 - folds not numbered

I trust this is the information you were desirous of having. I might add that the cost of the transcript per page is \$3.30 which may be helpful to you.

Please advise me if you want me to begin the transcript.

Very truly yours,



Mary Dianetti

Bankruptcy Court Reporter

CC: Clerk, U.S. Bankruptcy Court
Western District of New York

Dr. Richard Cordero

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

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

June 25, 2005

Ms. Mary Dianetti
612 South Lincoln Road
East Rochester, NY 14445

[(585)586-6392]

Re: transcript of the evidentiary hearing held on March 1, 2005, in the U.S. Bankruptcy Court in Rochester in the case of David and Mary Ann DeLano, docket no. 04-20280

Dear Ms. Dianetti,

Thank you for your letter of June 13, whose envelope was postmarked June 15 by the Federal Station in Rochester, the one situated in the Federal Building where the Bankruptcy Court is.

I appreciate your stating the number of stenographic packs and folds in the recording of the above-captioned DeLano evidentiary hearing. I note that you stated that:

Also, I am listing the number of stenographic packs and the number of folds in each pack and this is the same information that was given to you on the afternoon of the hearing as I had marked each pack with the number of folds within your view and am just giving you those exact numbers at this time.

I assume that this does not mean that you are merely copying the information that you gave me on March 1 at the end of the hearing. Instead, I made what I meant you to state quite clear in my latest letter to you of May 26:

[since] you necessarily had to count the number of stenographic packs and their folds to calculate the number of transcript pages and estimate the cost of the transcript...provide me with that count...Therefore...

2. state the number of stenographic packs and the number of folds in each that comprise the whole recording of the evidentiary hearing and that will be translated into the transcript.

I hope that you will realize that the way you have formulated your answer raises concerns, coming as it does after your refusal to provide the requested information in your letters to me of May 3 and 19 despite my express requests in my letters to you of April 18 and May 10 and 26. Yet, your answer makes providing that information appear as easy to do as simply copying it from your records, which conversely makes your refusal to provide it so difficult to understand.

Consequently, to eliminate any margin whatsoever for divergence between my request for information and your answer, I take the latter to mean the following:

1. Upon my initial and subsequent requests for you to state the cost of the transcript based on a count of the stenographic packs and folds of the whole recording of the DeLano evidentiary hearing,
2. you actually counted them a second time; found the number of such packs and folds to coincide exactly with the number of packs and folds that you stated in writing for me at the end of such hearing; and
3. based on that second count you calculated the cost of the transcript at the official and customarily charged rate of \$3.30 per page; arrived at an estimate of between \$600 and \$650; have agreed with me that the final cost will not exceed \$650; and will include in

Dr. Cordero's request of 6/25/5 to Rep. Dianetti to certify transcript as accurate, complete, untampered-with C:1163

the transcript everything and only that which is contained in those packs and folds.

If my understanding of your answer diverges from either your intended answer or all the facts in any way that you consider to be significant or even insignificant, I formally request that you state such divergence. If you do not do so, I will assume your silence to confirm that my understanding as above stated coincides totally with both your intended answer and with all the facts. This statement of my understanding is as simple as the formulation that you have heard perhaps hundreds of times and that courts all over the nation assume every lay person understands and is in a position to affirm: your confirmation, whether in writing or by silence, is the truth, the whole truth, and nothing but the truth.

Hence, I hereby make your confirmation of my understanding part of the essence of this contract for service between you and me. Similarly, the following conditions are of the essence of this contract and constitute conditions precedent to my obligation to pay you:

1. You will provide a transcript that is an accurate and complete written representation, with neither additions, deletions, omissions, nor other modifications, of the oral exchanges among the litigants, the witness, the judicial officers, and any other third parties that spoke at the DeLano evidentiary hearing. At my discretion and for the purpose, inter alia, of ascertaining such accuracy and completeness, you will make available, upon my designation, to a government agency or a private entity, all the packs and folds that you used to record the hearing and, if different, also those that you used to prepare the transcript.
2. Upon completion of the transcript, you will simultaneously file one paper copy with the clerk of the bankruptcy court and mail to me by priority mail a paper copy together with an electronic copy on a floppy disk in PDF format and in Microsoft Word, or otherwise in Word Perfect; and you will not make available any copy in any format to any other party, whether a court officer –whether a judicial or clerical officer-, litigant, or any other person, but if you do make a copy available to any of them either before or after filing or mailing it to me, you will let me know immediately and will exempt me from payment and reimburse me any payment already made.
3. You will truthfully state in your certificate accompanying the transcript that up to the time of your receipt of this letter and from then until the moment that the copies of the transcript are filed and mailed to me, you have not discussed with any other party (aside from me), whether a court officer, litigant, or any other person, and none of them has attempted to discuss with you, the content that should form part or that did form part of your stenographic recording of the DeLano evidentiary hearing or of the transcript; but if you have discussed such content or any of them has attempted to discuss it with you, then you will state their names, the circumstances and content of such discussions or attempt at such discussions, and their impact on the preparation of the transcript.

In consideration for your promise to perform, and your actual performance of, your transcription service as described above and in accordance with applicable law and rules, I promise to pay you upon confirmation thereof up to \$650, by credit card if acceptable to you, and in any event by check.

I trust you realize that what we are trying to do here is exceedingly easy to understand and basic to any contractual agreement: **You give me a good transcript and I pay you good money.**

Sincerely,

Dr. Richard Cordero

612 South Lincoln Road
East Rochester, New York 14445
July 1, 2005

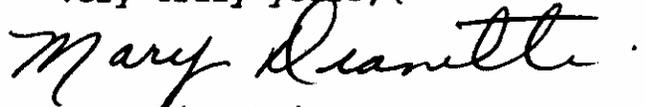
Dr. Richard Cordero
24 Crescent Street
Brooklyn, New York 11208-1515

Dear Dr. Cordero:

I am in receipt of your letter of June 25, 2005. Please be advised that I will provide you with (1) a paper copy of the transcript of the hearing held on March 1, 2005, and (2) a PDF copy of that transcript on a CD-ROM, to be sent to you by first-class mail, upon receipt of a money order or certified check in the amount of \$650.00 payable to "Mary Dianetti." The balance of your letter of June 25, 2005 is rejected.

I am providing a copy of this letter, together with yours of June 25, to the U.S. Bankruptcy Court and U.S. District Court so that their file may be complete.

Very truly yours, ,



Mary Dianetti
Bankruptcy Court Reporter

cc: Clerk, U.S. Bankruptcy Court
cc: U.S. District Court

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Judicial Conference of the United States

SUPPLEMENT TO THE PETITION for an Investigation under 28 U.S.C. §753(c) of a Court Reporter's Refusal to Certify the Reliability of her Transcript and for Designation under §753(b) of Another Individual to Produce the Transcript

PROVIDING ADDITIONAL EVIDENCE of how the reporter's refusal forms part of a bankruptcy fraud scheme in which the debt repayment plan of a debtor, who has spent his 32-year career in banking and is currently in charge of bankruptcies of his bank's clients, was confirmed upon the trustee's allegation of having investigated and found no bankruptcy fraud on the debtor's part and the bankruptcy judge's acceptance of such allegation despite the evidence in the trustee's own documents and conduct of never having carried out any such fraud investigation

and how the trustee knows that he is so secure in his position that he never bothered to oppose any of the motions for his removal that were raised before both the bankruptcy and the district judges, WDNY

Dr. Richard Cordero, Petitioner

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

1. Dr. Richard Cordero filed on July 28, 2005, with the Judicial Conference, and copied to its members, a petition for the Conference to conduct the above captioned investigation and designate a substitute for Court Reporter Mary Dianetti, Bankruptcy Court, WBNY. The transcript whose reliability Reporter Dianetti has refused to certify would show to the Conference –and eventually to the Court of Appeals for the Second Circuit and the Supreme Court- how both the above-mentioned debtor, who together with his wife filed *David and Mary Ann DeLano*, docket no. 04-20280, WBNY, and the bankruptcy judge, John C. Ninfo, II, abused process at the evidentiary hearing on March 1, 2005, of the DeLanos' motion to disallow Dr. Cordero's claim, a motion that was filed as an artifice to eliminate Dr. Cordero from the case

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after he introduced evidence found in the DeLanos' bankruptcy petition and some documents that they had produced showing that they had committed bankruptcy fraud, particularly concealment of assets. Had Dr. Cordero not been eliminated, he would have standing to keep asking for an investigation of the DeLanos and requesting documents from them under 11 U.S.C. §704(4) and (7) and would have been able to prevent the undue confirmation of the plan on July 25, 2005, by objecting to it under §1325(b)(1) (all §# references are to 11 U.S.C. unless the context indicates otherwise).

2. Hence, the elimination of Dr. Cordero through the artifice of the motion to disallow opened the way for Chapter 13 Trustee George Reiber to submit the DeLanos' debt repayment plan for confirmation and for Judge Ninfo to confirm it. There are two motives to proceed thus: One is to avoid a harm in that the confirmation of the plan despite the evidence of bankruptcy fraud insures that the DeLanos will not be charged with fraud and, therefore, will have no incentive to enter into a plea bargain in which Mr. DeLano would disclose what he has during his 32-year banking career learned about bankruptcy fraud committed by debtors, trustees, and judicial officers, whereby those people would end up being incriminated. The other very powerful and corruptive motive is to obtain a benefit: MONEY!, for the plan's confirmation allows the DeLanos to avoid 78¢ on the dollar owed for a saving of over \$140,000 plus all compounding delinquent interest at over 25% per year and in addition spares them having to account for more than \$670,000! (¶48 below)
3. The confirmation of the plan on the pretext that an investigation of the DeLanos had been conducted and cleared them is only the latest in a pattern of non-coincidental, intentional, and coordinated acts in disregard of the law, the rules, and the facts that shows the existence of a bankruptcy fraud scheme. Such scheme provides the context for the other act, that is, the Reporter's refusal to certify the reliability of the transcript of her own recording of the evidentiary hearing. When the Judicial Conference discharges its statutory duty under 28 U.S.C. §753 by investigating such refusal upon Dr. Cordero's original petition (on the scope of that duty, see P.¶58 et seq. (P.=original petition)), the Conference should also exercise its duty under 28 U.S.C. §331 "to improve[] any matters in respect of [] the administration of justice in the courts of the United States", foremost among which are the integrity of court officers and judicial process, by investigating the operation of that scheme in confirming the plan as described in this supplement to the petition.

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I. The “Trustee’s Findings of Fact and Summary of 341 Hearing” reveal that the same Trustee Reiber who filed as his “Report” shockingly unprofessional and perfunctory scraps of papers did not investigate the DeLanos for bankruptcy fraud, contrary to his statement and its acceptance by Judge Ninfo

4. The investigation of the confirmation of the plan can take as its starting point the following

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entries in the *DeLano* docket no. 04-20280 [Petition Exhibits, page 176=P.E:176]

Filing Date	#	Docket Text
06/23/2005		Clerk's Note: (TEXT ONLY EVENT) (RE: related document(s) 5 CONFIRMATION HEARING At the request of the Chapter 13 Trustee, the Confirmation Hearing in this case is being restored to the 7/25/05 Calendar at 3:30 p.m. (Parkhurst, L.) (Entered: 06/23/2005)
07/25/2005	134	Confirmation Hearing Held - Plan confirmed. The Court found that the Plan was proposed in good faith, it meets the best interest test, it is feasible and it meets the requirements of Sec. 1325. The Trustee completed his investigation of allegations of bankruptcy fraud and found there to be none. The Trustee read a statement into the record regarding his investigation. The plan payment were reduced to \$635.00 per month in July 2004 and will increase to \$960.00 per month when a pension loan is paid for an approximate dividend of five percent. The Trustee will confirm the date the loan will be paid off. The amount of \$6,700.00 from the sale of the trailer will be turned over to the Plan. All of the Trustee's objections were resolved and he has no objections to Mr. Werner's attorney fees. Mr. Werner is to attach time sheets to the confirmation order. Appearances: Debtors, Christopher Werner, attorney for debtors, George Reiber, Trustee. (Lampley, A.) (Entered: 08/03/2005)

5. When one clicks on hyperlink [134](#) what downloads is a three-page document titled "Trustee's Findings of Fact and Summary of 341 Hearing". What shockingly unprofessional and perfunctory scraps of papers! (Exhibits, pages 271-273, infra=E:271-273) Their acceptance by Judge Ninfo as the Trustee's "Report" (§32 below) is so revealing that they warrant close analysis.
6. Even if Trustee Reiber has no idea of what a professional paper looks like, he has the standards of the Federal Rules as a guide to what he can file. One of those Rules provides thus:
 - FRBkrP 9004. General Requirements of Form
 - (a) Legibility; abbreviations
 - All petitions, pleadings, schedules **and other papers shall** be clearly legible. Abbreviations in common use in the English language may be used. (emphasis added)
7. The handwritten jottings on those scrap papers are certainly not "clearly legible". The standard for legibility can further be gleaned from the Local Bankruptcy Rules:

Local Bankruptcy Rule 9004. PAPERS

9004-1. FORM OF PAPERS [Former Rule 13 A]

All pleadings and other papers shall be plainly and legibly written, preferably typewritten, printed or reproduced; shall be without erasures or interlineations materially defacing them; shall be in ink or its equivalent on durable, white paper of good quality; and, except for exhibits, shall be on letter size paper, and fastened in durable covers. (emphasis added)

9004-2. CAPTION [Former Rule 13 B]

All pleadings and other papers shall be captioned with the name of the Court, the title of the case, the proper docket number or numbers, including the initial at the end of the number indicating the Judge to whom the matter has been assigned, and a description of their nature. All pleadings and other papers, unless excepted under Rule 9011 Fed.R.Bankr.P., shall be dated, signed and have thereon the name, address and telephone number of each attorney, or if no attorney, then the litigant appearing. (emphasis added)

9004-3. Papers not conforming with this rule generally shall be received by the Bankruptcy Clerk, but the effectiveness of any such papers shall be subject to determination of the Court. [Former Rule 13 D] (emphasis added)

8. The interlineations and crossings-out and crisscrossing lines and circles and squares and uncommon abbreviations and the scattering of meaningless jottings deface these scrap papers. Moreover, they are not captioned with the name of any court.
9. What is more, the 'description' "Trustee's Findings of Fact and Summary of 341 Hearing" is ambiguous and confusing. Indeed, there is no such thing as a "341 Hearing". What is there is "§341 Meetings of creditors and equity security holders". The distinction between meetings and hearings is a substantive one because §341 specifically provides as follows:
11 U.S.C. §341 (c) the court may not preside at, and may not attend, any meeting under this section including any final meeting of creditors.
10. Neither the court can attend a §341 meeting nor a trustee has any authority to conduct a hearing. The trustee does not listen passively at such a meeting either. This is how his role is described:
11 U.S.C. §343. Examination of the debtor
The debtor shall appear and submit to examination under oath at the meeting of creditors under section 341(a) of the title. Creditors, any indenture trustee, any trustee or examiner in the case, or the United States trustee may examine the debtor. The United States trustee may administer the oath required under this section. (emphasis added)
11. The trustee attends a §341 meeting to engage in the active role of an examiner of the debtor. Actually, his role is inquisitorial. So §1302(b) makes most of §704 applicable to a Chapter 13

case, such as *DeLano* is. In turn, the Legislative Report on §704 states that the trustee works “for the benefit of general unsecured creditors whom the trustee represents”. That representation requires the trustee to adopt the same inquisitorial, distrustful attitude that the creditors are legally entitled to adopt at their meeting when examining the debtor, which is unequivocally stated under §343 in its Statutory Note and made explicitly applicable to the trustee thus:

The purpose of the examination is to enable creditors and **the trustee** to determine if assets have improperly been disposed of or concealed or if there are grounds for objection to discharge. (emphasis added)

12. Hence, what is it that Trustee Reiber conducts if he does not even know how to refer to it in the title of his scrap papers: a §341 meeting of creditors or an impermissible “341 Hearing” before Judge Ninfo? And in *DeLano*, when did that “341 Hearing” take place?, for not only is such “Hearing” not dated, but also none of those three scrap papers is dated, in disregard of the requirement under Local Bankruptcy Rule 9004-2 (¶7 above) that they “**shall be dated**”. However, if the Trustee’s scrap papers refer to a meeting of creditors, to which one given that there were two, one on March 8, 2004, and the other on February 1, 2005? Moreover, on such occasion, what attitude did the Trustee adopt toward the DeLanos: an inquisitorial one in line with his duty to suspect them of bankruptcy fraud or a passive one dictated by the foregone conclusion that the DeLanos had to be protected and given debt relief by confirming their plan?
13. Nor do those scrap papers comply with the requirement that they “**shall be signed**”. Merely initializing page 2 (E:272) is no doubt another manifestation of the perfunctory nature of Trustee Reiber’s scrap papers, but it is no substitute for affixing his signature to it. Does so initializing it betray the Trustee’s shame about putting his full name on such unprofessional filing with a U.S. court?

A. The third scrap of paper “I/We filed Chapter 13 for one or more of the following reasons:” **with its substandard English and lack of any authoritative source for the “reasons” cobbled together in such cursory form indicts the Trustee and Judge Ninfo who relied thereon for their pretense that a bankruptcy fraud investigation had been conducted**

14. The third scrap paper (E:273) bears the typewritten statement “I/We filed Chapter 13 for one or more of the following reasons:” Which one of the DeLanos, or was it both, made the checkmarks and jottings on it? If the latter were made by Trustee Reiber at his very own “341 Hearing”, did he simply hear the DeLanos’ “reasons” for filing –assuming such attribution can be made to them– and uncritically accept them? Yet, those “reasons” raise a host of critical questions. Let’s examine those that have been checkmarked and have any *handwritten jottings* next to them:

√ Lost employment (*Wife*) *Age 59*

15. What is the relevance of the Wife losing her employment? Mr. DeLano lost his employment over 10 years ago and then found another one and is currently employed, earning an above-average income of \$67,118 in 2003, according to the Statement of Financial Affairs in their petition.
16. Likewise, what is the relevance of her losing her employment at age 59, or was that her age whenever that undated scrap paper was jotted? Given that the last jotting connects a “reason” for filing their petition on January 27, 2004, to a “*pre-1990*” event, it is fair to ask when she lost her employment and what impact it had on their filing now.

√ Hours or pay reduced (*Husband 62*) *To delay retirement to complete plan*

17. Does the inconsistency between writing “62” inside the parenthesis in this “reason” and writing “*Age 59*” outside the parenthesis in the “reason” above reflect different meanings or only stress the perfunctory nature of these jottings? Does it mean that he was 62 when his hours or pay were reduced and that before that age he was earning even more than the \$67,118 that he earned in 2003 or that when he turns 62 his hours or pay will be reduced and, if so, by how much, why, and with what impact on his ability to pay his debts? Or does it mean that he will “*delay retirement*” until he turns 62 so as “*to complete plan*”?
18. Otherwise, what conceivable logical relation is there between “Hours or pay reduced” and *To delay retirement to complete plan*? In what way does that kind of gibberish amount to a “reason” for debtors not having to pay their debts to their creditors?
19. Given that a PACER query about Trustee Reiber ran on April 2, 2004, returned the statement that he was trustee in 3,909 *open* cases! -3,907 before Judge Ninfo-, how can he be sure that he remembers correctly whatever it was that he meant when he made such jottings, that is, assuming that it was he and not the “I/We...” who made them?; but if the latter, then there is no way for the Trustee to know with certainty what the “I/We...” meant with those jottings. It is perfunctory per se for the Trustee to submit to a court a scrap paper that is intrinsically so ambiguous that the court cannot objectively ascertain its precise meaning among possible ones.

√ To pay back creditors as much as possible *in 3yrs prior to retirement*

20. If the DeLanos were really interested in paying back all they could, then they would have provided for the plan to last, not the minimum duration of three years under §1325(b)(1)(A), but rather the longer period of five years...or they would not retire until they paid back what they borrowed on the explicit or implicit promise that they would repay it. And they would have

planned to pay more than just \$635.

\$4,886.50	projected monthly income (Schedule I)
<u>-1,129.00</u>	presumably after Mrs. DeLano's unemployment benefits ran out in 6/04 (Sch. I)
\$3,757.50	net monthly income
<u>-2,946.50</u>	for the very comfortable current expenditures (Sch. J) of a couple with no dependents
\$811.00	actual disposable income

21. Yet, the DeLanos plan to pay creditors only \$635.00 per month for 25 months, the great bulk of the 36 months of the repayment period. By keeping the balance of \$176 per month = \$811 – 635, they withhold from creditors an extra \$4,400 = \$176 x 25. No explanation is given for this ...although these objections were raised by Dr. Cordero in his written objections of March 4, 2004, ¶¶7-8. Did Trustee Reiber consider those objections as anything more than an insignificant nuisance and, if so, how could he be so sure that Judge Ninfo would consider them likewise?

√ To cram down secured liens

22. What is the total of those secured liens and in what way do they provide a “reason” for filing a bankruptcy petition?

√ Children's college expenses *pre-1990 when wages reduced \$50,000 → 19-000*

23. The DeLanos' children, Jennifer and Michael, went for two years each to obtain associate degrees from the in-state low-tuition Monroe Community College, a local institution relative to the DeLanos' residence, which means that their children most likely resided and ate at home while studying there and did not incur the expense of long distance traveling between home and college. The fact is that whoever wrote that third scrap paper did not check “Student loans”. So, what “college expenses” are being considered here? Moreover, according to that jotting, whatever those “college expenses” are, they were incurred “*pre-1990*”. Given that such listed “reasons” as, “Medical problems”, “To stop creditor harassment”, “Overspending” and “Protect debtor's property” were not checked, how can those “college expenses” have caused the DeLanos to go bankrupt *15 years later*? This is one of the most untenable and ridiculous “reasons” for explaining a bankruptcy...

24. ...until one reaches the bottom of that scrap paper and, just as at the top, there is no reference to any Official Bankruptcy Form; no citation to any provision of the Bankruptcy Code or the FRBkrP from which this list of “reasons” was extracted; no reference to any document where the “reasons” checked were quantified in dollar terms and their impact on the DeLanos' income was calculated so that the numerical result would lead to the conclusion that they were entitled under law to avoid paying their creditors 78¢ on the dollar and interest at the delinquent rate of over 25%

per year. So, on the basis of what calculations in this scrap paper or why in spite of their absence did Judge Ninfo conclude that the DeLanos' plan "meets the best interest test"? (§4 above)

25. Nor is there any reference to a document explaining in what imaginable way, for example, "Matrimonial" is a "reason" for anything, let alone for filing for bankruptcy; or how "Reconstruct credit rating" is such an intuitive "reason" for filing for bankruptcy because then your credit rating in credit bureau reports will go up. There is no reference either to a rule describing the mechanism whereby "Student loans" are such a "reason" despite the fact that 11 U.S.C. provides thus:

§523. Exceptions to discharge

(a) A discharge under section...1328(b) of this title does not discharge an individual debtor from any debt...(8) for an education benefit overpayment or loan made...

26. The lack of grammatical parallelism among the entries on that list is most striking. So the first "reason" appears to be the subordinate clause of the subordinating clause that will be used as an implicit refrain to introduce every "reason" and thereby give the list semantic as well as syntactic consistency: "I/We filed..." because: (I/We omitted but implicit) "Lost employment". However, the second "reason" does not fit this pattern: "I/We filed..." because: "Hours or pay reduced". The next reason is expressed by an adjective, "Matrimonial", while the following one is a noun "Garnishments". A "reason" is set forth with a gerund, "Overspending", but others are stated with the bare infinitive, "Protect debtor's property", whereas others use *to*-infinitive, "To receive a Chapter 13 discharge" (which by the way, is a particularly *enlightening* "reason", for is that not the result aimed at when invoking any other "reason"?). What a mishmash of grammatical constructions! They not only render the list inelegant, but also jar its reading and make its comprehension more difficult. Who bungled that form? Was it approved by any of the U.S. trustees? How many plans has Judge Ninfo confirmed based on it? It was not made specifically for the DeLanos, was it? Is there a financial motive for confirming plans no matter what?
27. The grammar of the "reasons" is not the only bungled feature in this form. In addition, it lacks a caption. Then the sentence that introduces the "reasons" is written in broken English: "I/We filed Chapter 13 for one or more of the following reasons:" What substandard command of the English language must one have not just to say, but also to write in a form presumably to be used time and again and even be submitted formally to a court: 'You filed Chapter 13....'
28. If you were sure, positive, dead certain that your decision was going to be circulated to, and read by, all your peers and hierarchical superiors and even be made publicly available for close scrutiny, would you fill out an order form thus?: "The respondents filed Chapter 13 and win 'cause

they ain't have no money but in the truth they don wanna pluck from their stash and they linked up with their buddies that they are buddies with'em after cookin' a tons of cases to stiff the creditor dupe that his and they keep all dough in all respects denied for the other yo." (Completing the order form in handwriting would give it a touch of flair...in pencil, for that would show...no, no! better still, in crayon, shocking pink! It is bound not only to catch the attention of all the peers, so jaded by run-of-the-mill judicial misconduct, but also illustrate to the FBI and DoJ attorneys how sloppiness can be so incriminating by betraying overconfidence grown out of routine participation in a pattern of unchecked wrongdoing and by laying bare utter contempt for the law, the rules, and the facts while showing no concern for even the appearance of impartiality.)

29. Still worse, the third scrap paper is neither initialized nor signed; of course, it bears no address or telephone number. So who on earth is responsible for its contents? (cf. E:263) And as of what date, for it is not dated either. For such scrap paper, this is what the rules provide:

FRBkrP 9011. Signing of Papers; Representations to the Court; Sanctions;
Verification and Copies of Papers

(a) Signing of papers

Every petition, pleading, written motion, **and other paper**, except a list, schedule or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the **signer's address and telephone number**, if any. An **unsigned paper shall be stricken** unless omission of the signature is corrected promptly after being called to the attention of the attorney or party. (emphasis added)

30. To the extent that this third scrap of paper is a list that need not be signed by an attorney, the Advisory Committee Notes to Rule 9011, Subdivision (a) states that "Rule 1008 requires that these documents be verified by the debtor." Rule 1008 includes "All...lists" and Rule 9011(e) explains how the debtor verifies them: "an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification". What §1746 provides is that "the declarant must "in writing" subscribe the matter with a declaration in substantially the form "I declare under penalty of perjury that the foregoing is true and correct. Executed on (date)".
31. The shockingly unprofessional and perfunctory nature of Trustee Reiber's three-piece scrap papers can also be established under Local Rule 10 of the District Court, WDNY, requiring that "All text...in...memoranda and other papers shall be plainly and legibly...typewritten...without erasures or interlineations materially defacing them,...signed...and the name, address and telephone number of each attorney or litigant ...shall be...thereon. All papers shall be dated."

II. Judge Ninfo confirmed the DeLanos' plan by stating that the Trustee had completed the investigation of the allegations of their fraud and cleared them; yet, he had the evidence showing that the Trustee had conducted no such investigation

32. Judge Ninfo confirmed the DeLanos' plan in his Order of August 9, 2005 (E:275). Therein he stated that he "has considered...the Trustee's Report", which is a reference to Trustee Reiber's three scrap papers since it is the only document that the Trustee filed aside from what the Judge himself referred to as the Trustee's "statement". Indeed, the docket entry (¶2 above) states:

The Court found that the...Trustee completed his investigation of allegations of bankruptcy fraud and found there to be none. The Trustee read a statement into the record regarding his investigation.

33. However, what page 2 of Trustee Reiber's scrap papers (E:272) states is this:

7. Objections to Confirmation: Trustee – disposable income –
1) I.R.A. available; 2) loan payment available;
3) pension loan ends 10/05.

34. There is nothing about Dr. Cordero's objections to the DeLanos' bankruptcy fraud! No mention of his charge that they have concealed assets. Nothing anywhere else in the Trustee's scrap papers concerning any investigation of anything. Nevertheless, in "9. Other comments:", there is, apart from another very unprofessional double strikethrough "~~1) Best interest \$1255;~~" "Attorney fees". At the bottom of the page is written: "ATTORNEY'S FEES" \$ 1350 and, below that, "Additional fees Yes" \$16,655. The itemized invoice for legal fees billed by Att. Werner shows that those fees have been incurred almost exclusively in connection with Dr. Cordero's request for documents and the DeLanos' efforts to avoid producing them, beginning with the entry on April 8, 2004 "Call with client; Correspondence re Cordero objection" (E:279) and ending with that on June 23, 2005 "(Estimated) Cordero appeal" (E:282).

A. Judge Ninfo knew since learning it in open court on March 8, 2004, that Trustee Reiber had approved the DeLanos' petition without minding its suspicious declarations or asking for supporting documents and opposed every effort by Dr. Cordero to investigate or examine the DeLanos

35. Although Trustee Reiber was ready to submit the DeLanos' debt repayment plan to Judge Ninfo for confirmation on March 8, 2004, he could not do so precisely because of Dr. Cordero's objections of March 4, 2004 and his invocation of the Trustee's duty under 11 U.S.C. §704(4) and (7) to investigate the debtor. Since then and only at Dr. Cordero's instigation, the Trustee,

who is supposed to represent unsecured creditors (§11 above), such as Dr. Cordero, has pretended to have been investigating the DeLanos on the basis of those objections.

36. Yet, any competent and genuine representative of adversarial interests, as are those of creditors and debtors, would have found it inherently suspicious that Mr. DeLano, a banker for 32 years currently handling the bankruptcies of clients of M&T Bank, had gone himself bankrupt: He would be deemed to have learned how to manage his own money as well as how to play the bankruptcy system. Suspicion about the DeLanos' bankruptcy would have been provided the solid foundation of documentary evidence in their Schedule B, where they declared having only \$535 in cash and account despite having earned \$291,470 in just the immediately preceding three years yet declaring nothing but \$2,910 in household goods, while stating in Schedule F a whopping credit card debt of \$98,092! Where did the money go or is?
37. That common sense question would not pop up before Trustee Reiber. He accepted the DeLanos' petition, filed on January 27, 2004, without asking for a single supporting document. He only pretended to be investigating the DeLanos but without showing anything for it. Only after being confronted point blank with that pretension by Dr. Cordero, did the Trustee for the first time request documents from the DeLanos on April 20, 2004...in a pro forma request, for he would not ask them for the key documents that would have shown their in- and outflow of money, namely, the statements of their checking and savings accounts. Moreover, he showed no interest in obtaining even the documents concerned by his pro forma request upon the DeLanos failing to produce them. When at Dr. Cordero's insistence the Trustee wrote to them again, it was on May 18, 2004, just to ask for a "progress" report.
38. So incapable and ineffective did Trustee Reiber prove to be in his alleged investigation of the DeLanos that on July 9, 2004, Dr. Cordero moved Judge Ninfo in writing to remove the Trustee. Dr. Cordero pointed out the conflict of interests that the Trustee faced due to the request that he:

investigate the DeLanos by requesting, obtaining, and analyzing such documents, which can show that the petition that he so approved and readied [for confirmation by Judge Ninfo on March 8, 2004] is in fact a vehicle of fraud to avoid payment of claims. If Trustee Reiber made such a negative showing, he would indict his own and his agent-attorney [Weidman]'s working methods, good judgment, and motives. That could have devastating consequences [under 11 U.S.C. §324(b)]. To begin with, if a case not only meritless, but also as patently suspicious as the DeLanos' passed muster with both Trustee Reiber and his attorney, what about the Trustee's [3,908] other cases? Answering this question would trigger a check of at least randomly chosen cases, which could lead to his and his agent-attorney's suspension and removal. It is reasonable to assume that the Trustee would prefer to avoid such consequences. To

that end, he would steer his investigation to the foregone conclusion that the petition was filed in good faith. Thereby he would have turned the "investigation" from its inception into a sham!

39. So it turned out to be: a sham. At Dr. Cordero's insistence, the DeLanos produced documents, including Equifax credit bureau reports for each of them, but only to the Trustee. The latter sent Dr. Cordero a copy on June 16, 2004. However, he took no issue with the DeLanos when Dr. Cordero showed that those were token documents and were even missing pages! Indeed, the Trustee had requested pro forma on April 20, the production of the credit card statements for the last 36 months of each of only 8 accounts, even though the DeLanos had listed in Schedule F 18 credit card accounts on which they had piled up that staggering debt of \$98,092. As a result, they were supposed to produce 288 statements (36 x 8). Nevertheless, the Trustee satisfied himself with the mere 8 statements that they produced, a single one for each of the 8 accounts!
40. Moreover, the DeLanos had claimed **15 times** in Schedule F of their petition that their financial troubles had begun with "1990 and prior credit card purchases". That opened the door for the Trustee to request them to produce monthly credit card statements since at least 1989, that is, for 15 years. But in his pro forma request he asked for those of only the last 3 years. Even so, the 8 token statements that the DeLanos produced were between 8 and 11 months old!...insufficient to determine their earnings outflow or to identify their assets, but enough to show that they keep monthly statements for a long time and thus, that they had current ones but were concealing them.
41. Instead of becoming suspicious, the Trustee accepted the DeLanos' implausible excuse that they did not possess those statements and had to request them from the credit card issuers. His reply was that he was just "unhappy to learn that the credit card companies are not cooperating with your clients in producing the statements requested", as he put it in his letter of June 16, 2004, to Att. Werner...but not unhappy enough to ask them to produce statements that they indisputably had, namely, those of their checking and savings accounts. Far from it, the Trustee again refused to request them, and what is more, expressly refused in his letter of June 15, 2004, to Dr. Cordero the latter's request that he use subpoenas to obtain documents from them.
42. Yet, the DeLanos had the obligation under §521(3) and (4) "to surrender to the trustee...any recorded information...", an obligation so strong that it remains in force "whether or not immunity is granted under section 344 of this title". Instead, the Trustee allowed them to violate that obligation then and since then given that to date they have not produced all the documents covered by even his pro forma request of April 20, 2004. The DeLanos had no more interest in producing incriminating documents that could lead to their concealed assets than the Trustee had in

obtaining those that could lead to his being investigated. They were part of the same sham!

43. But not just any sham, rather one carried out in all confidence, for by now Trustee Reiber has worked with Judge Ninfo on well over 3,907 cases (¶19 above). Presumably many are within the scope of the bankruptcy fraud scheme given that it is all but certain that *DeLano* is not the first case that they, had they always been conscientious officers, all of a sudden decided to deal with by coordinating their actions to intentionally disregard the law, the rules, and the facts for the sake of the DeLanos, who in that case would have something so powerful on them as to cause them to violate the law. In any event, one violation is one too many. Actually, what they have on each other is knowledge of their long series of unlawful acts forming a pattern of wrongdoing. Now, nobody can turn against the other for fear that he or she will be treated in kind. Either they stick together or they fall one after the other.
44. Consequently, Trustee Reiber did not have to consider for a second that upon Dr. Cordero's motions of July 9 and August 14, 2004, Judge Ninfo would remove him from *DeLano* under §324(a). That would have entailed his automatic removal as trustee from all other cases under §324(b), and thereby his termination as trustee. Since that would and will not happen, the Trustee did not file even a scrap paper to state pro forma that he opposed the motions. Revealingly enough, he is not concerned either that District Judge David Larimer may remove him upon Dr. Cordero's motion of July 13, 2005. Hence he has not wasted time scribbling anything in opposition.
45. Not only he, but also Reporter Dianetti has not considered it necessary to waste any effort in the formality of opposing Dr. Cordero's motion of July 18 requesting that Judge Larimer designate another individual to prepare the transcript of her recording of the March 1 evidentiary hearing. Yet, all they needed to do was as cursory a gesture as Att. Werner's two conclusory sentences (E:332) to oppose Dr. Cordero's July 13 motion to stay the confirmation hearing...and a cover letter addressed directly to Judge Larimer to show him ingratiating deference (E:331).
46. Can you imagine either the Trustee or the Reporter reacting with such indifference to motions that can cost them their livelihood or Att. Werner skipping any legal argument and slipping in a mere courtesy note had this case been transferred to another court, such as that in Albany, NDNY, where they did not know the judge and could not tell on him? Of course not, they could lose the motions by default! But they have nothing to worry about, for Judge Larimer has not decided any of the four motions of Dr. Cordero pending before him, even one as far back as June 20 to link to this case *Pfuntner v. Trustee Kenneth Gordon et al.*, docket no. 02-2230, WBNY, which gave rise to Dr. Cordero's claim against Mr. DeLano. (P.E:43; P.¶34))

47. What a contrast with the celerity with which Judge Larimer reacted when the Bankruptcy Clerk, disregarding FRBkrP 8007, forwarded to him upon receipt on April 21, Dr. Cordero's designation of items on appeal and a copy of his first letter of April 18 to Reporter Dianetti to make arrangements for the transcript. Though the record was legally incomplete, lacking the transcript and the appellee's designation of additional items and any issues on cross appeal, immediately the following day, April 22, Judge Larimer issued a scheduling order requiring Dr. Cordero to file his appellate brief 20 days hence, knowing full well that the date of the Reporter's completion of the transcript was nowhere in sight so that his order would effectively prevent Dr. Cordero from using it when writing his brief. (P. §III¶36 et seq.). Could it not be in Judge Larimer's interest to decide any of those motions, thereby exposing not only this case and the sham investigation, but the bankruptcy fraud scheme itself to scrutiny by circuit judges and justices?

B. The sham character of Trustee Reiber's pro forma request for documents and the DeLanos' token production is confirmed by the charade of a §341 meeting through which the Trustee has allowed the DeLanos not to account for hundreds of thousands of dollars obtained through a string of mortgages

48. Trustee Reiber has allowed the DeLanos to produce token documents in connection with one of the most incriminating elements of their petition: their concealment of mortgage proceeds. Indeed, they declared in Schedule A that their home at 1262 Shoecraft Road in Webster, NY, was appraised at \$98,500. However, they still owe on it \$77,084.49. One need not be a trustee, let alone a competent one, to realize how suspicious it is that two debtors approaching retirement have gone through their working lives and have nothing to show for it but equity of \$21,415 in the very same home that they bought 30 years ago! Yet, they earned \$291,470 in just the 2001-03 fiscal years. Have the DeLanos stashed away their money in a golden pot at the end of their working life rainbow? Is the Trustee afraid of scooping gold out of the pot lest he may so rattle Mr. DeLano's rainbow, which arches his 32-year career as a banker, as to cause Mr. DeLano to paint in the open for everybody to see all sorts of colored abuses of bankruptcy law that he has seen committed by colluding debtors, trustees, and judicial officers?

49. The fact is that despite Dr. Cordero's protest, both Trustee Reiber ratified and Judge Ninfo condoned the unlawful termination by Att. Weidman of the §341 meeting of creditors on March 8, 2004, where the DeLanos would have had to answer under oath the questions of Dr. Cordero, who was the only creditor present but was thus cut off after asking only two questions. Then it was for the Trustee to engage in his reluctant pro forma request for documents. When Dr. Cordero

moved for his removal on July 9, 2004 (§38 above), he also submitted to Judge Ninfo his analysis of the token documents produced by the DeLanos and showed on the basis of such documentary evidence how they had engaged in bankruptcy fraud, particularly concealment of assets. Thereupon an artifice was concocted to eliminate him from the case altogether: The DeLanos moved to disallow his claim, knowing that Judge Ninfo would disregard the fact, among others, that such a motion was barred by laches and untimely. Not only did the Judge permit the motion to proceed, but he also barred any other proceeding unrelated to its consideration.

50. From then on, Trustee Reiber pretended that he too was barred from holding a §341 meeting of creditors in order to deny Dr. Cordero's request that such meeting be held so that he could examine the DeLanos under oath. Dr. Cordero confronted not only the Trustee, but also his supervisors, Assistant U.S. Trustee Kathleen Dunivin Schmitt and U.S. Trustee for Region 2 Dierdre A. Martini, with the independent duty under §§341 and 343 as well as FRBkrP 2004(b) for members of the Executive Branch to hold that meeting regardless of any action taken by a member of the Judicial Branch. Neither supervisor replied. Eventually Trustee Reiber relented, but refused to assure him that the meeting would not be limited to one hour. Dr. Cordero had to argue again that neither Trustee Reiber nor his supervisors had any basis in law to impose such arbitrary time limit given that §341 provides for an indefinite number of meetings. In his letter of December 30, 2004 (E:283), he backed down from that limit.
51. Finally, the meeting was held on February 1, 2005, at Trustee Reiber's office. It was recorded by a contract stenographer. The DeLanos were accompanied by Att. Werner. The Trustee allowed the Attorney, despite Dr. Cordero's protest, unlawfully to micromanage the meeting, intervening at will constantly and even threatening to walk out with the DeLanos if Dr. Cordero did not ask questions at the pace and in the format that he, Att. Werner, dictated.
52. Nevertheless, Dr. Cordero managed to point out the incongruities in the DeLanos' statements about their mortgages and credit card use. He requested a title search and a financial examination by an accounting firm that would produce a chronologically unbroken report on the DeLanos' title to real estate and use of credit cards. However, the Trustee refused to do so and again requested pro forma only some mortgage papers. Although the DeLanos admitted that they had them at home, the Trustee allowed them two weeks for their production...and still they failed to produce them by the end of that period.
53. Dr. Cordero had to ask Trustee Reiber to compel the DeLanos to comply with the Trustee's own pro forma request. They produced incomplete documents (E:285-297) once more (§39 above) because

Att. Werner made available only what he self-servingly considered “the relevant portion” of those documents (E:284). Dr. Cordero analyzed them in his letter of February 22, 2005, to the Trustee (E:29) with copy to his supervisors, Trustees Schmitt and Martini, who never replied. But even incomplete, those documents raise more and graver questions than they answer, for they show an even longer series of mortgages relating to the same home at 1262 Shoecraft Road:

Mortgage referred to in the incomplete documents produced by the DeLanos to Trustee Reiber	Exhibit page #	Amounts of the mortgages
1) took out a mortgage for \$26,000 in 1975;	E:285 [D:342]	\$26,000
2) another for \$7,467 in 1977;	E:286 [D:343]	7,467
3) still another for \$59,000 in 1988; as well as	E:289 [D:346]	59,000
4) an overdraft from ONONDAGA Bank for \$59,000 and	E:298 [D:176]	59,000
5) owed \$59,000 to M&T in 1988;	E:298 [D:176]	59,000
6) another mortgage for \$29,800 in 1990,	E:291 [D:348]	29,800
7) even another one for \$46,920 in 1993, and	E:292 [D:349]	46,920
8) yet another for \$95,000 in 1999.	E:293 [D:350]	95,000
Total		\$382,187.00

54. The whereabouts of that \$382,187 are unknown. On the contrary, Att. Werner’s letter of February 16, 2005 (E:284), accompanying those incomplete documents adds more unknowns:

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.

55. So after that 1999 refinancing, the DeLanos had clear title to their home and even money for a car and other expenses, presumably credit card purchases and debt service. But only 5 years later, they owed \$77,084.49 on their home, \$98,092.91 on credit cards, and \$10,285 on a 1998 Chevrolet Blazer (Schedule D), not to mention the \$291,470 earned in 2001-03 that is nowhere to be seen...and owing all that money just before retirement is only “details” that a career banker for 32 years “does not believe that he has”. Mindboggling!

56. Although Dr. Cordero identified these incongruous elements (E:300-302) in the petition and documents, the Trustee had nothing more insightful to write to Att. Werner than “I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or men-

tioned in any way, shape, or form concerning a payoff. What ever happened to that mortgage?" (E:306)

57. To that pro forma question Att. Werner produced some documents to the Trustee on March 10, 2005 (E:307), but not to Dr. Cordero, who he could be sure would analyze them. Dr. Cordero protested to Att. Werner and the Trustee for not having been served (E:308). When Att. Werner belatedly served him (E:309), it became apparent why he had tried to withhold the documents (E:310-323) from him: They were printouts of pages from the website of the Monroe County Clerk's Office that had neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor reference to the involvement of the U.S. Department of Housing and Urban Development . What a pretense on the part of both Att. Werner and Trustee Reiber! No wonder Dr. Cordero's letter of March 29 analyzing those printouts and their implications (E:324) has gone unanswered by Trustees Reiber, Schmitt, and Martini (E:327-330).
58. As a result, hundreds of thousands of dollars received by the DeLanos during 30 years are unaccounted for, as are the \$291,470 earned in the 2001-03 period, over \$670,000!, because Trustee Reiber evaded his duty under §704(4) and (7) to investigate the debtors by requiring them to explain their suspicious declarations and provide supporting documents. Not coincidentally, when on February 16, 2005, Dr. Cordero asked Trustee Reiber for a copy of the transcript of the February 1 meeting, he alleged that Dr. Cordero would have to buy it from the stenographer because she had the rights to it! Yet she created nothing and simply produced work for hire.
59. The evidence indicates that since that meeting on February 1 till the confirmation hearing on July 25, 2005, Trustee Reiber never intended to obtain from the DeLanos any documents to answer his pro forma question about one undischarged mortgage; they did not serve on Dr. Cordero any such documents even though under §704(7) he is still a party in interest entitled to information; and the Trustee neither introduced them into evidence at that hearing nor made any reference to them in the scrap papers of his "Report". Do they fear that those documents will reveal conceal assets?

C. The affirmation by both Judge Ninfo and Trustee Reiber that the DeLanos were investigated for fraud is contrary to the evidence available and lacks the supporting evidence that would necessarily result from an investigation so that it was an affirmation made with reckless disregard for the truth

60. Judge Ninfo disregarded the evidence that Trustee Reiber never requested a single supporting document from the DeLanos before Dr. Cordero asked that they be investigated and thereafter always avoided investigating them, making pro forma requests and satisfying himself with token documents, if any was produced. The Judge disregarded the incriminating evidence in those docu-

ments and the Trustee's conflict of interests between dutifully investigating the DeLanos and ending up being investigated himself. Instead, he accepted the Trustee's "Report" although it neither lists Dr. Cordero's objections nor mentions any investigation, much less any findings. In so doing, he showed his unwillingness to recognize or incapacity to notice how suspicious it was that an investigation that the Trustee had supposedly conducted over 16 months had not registered even a blip in that "Report". By contrast, the Judge was willing to notice the air exhaled by Trustee Reiber reading his statement into the record despite his failure to file any documents attesting to any investigation. He even allowed the Trustee's ruse of not filing even that statement so as to avoid making it available in the docket, thus requiring the expensive, time consuming, and tamper-susceptible alternative of asking for a transcript from Reporter Dianetti (E:9-11; P.§II).

61. Nor did the Judge draw the obvious inference that the same person who produced such damning evidence of his unprofessional and perfunctory work in his scrap paper "Report" was the one who would have conducted the investigation and, thus, would have investigated to the same dismal substandard of performance. Therefore, common sense and good judgment required that the Trustee's investigation be reviewed as to its contents, method, and conclusions. No such review took place, which impugns Judge Ninfo's discretion in rushing to clear the DeLanos from, as he put it, any "allegations (the evidence notwithstanding) of bankruptcy fraud".
62. The documentary and circumstantial evidence justifies the conclusion that Trustee Reiber and Judge Ninfo have engaged with others in a pattern of non-coincidental, intentional, and coordinated acts of wrongdoing, including a sham bankruptcy fraud investigation, the process-abusive artifice of a motion to disallow Dr. Cordero's claim, and the charade of the meeting of creditors to appease Dr. Cordero and feign compliance with §341. In disregard of the law, the rules, and the facts, they began with the prejudgment and ended with the foregone conclusion that the DeLanos had filed a good faith petition and that their Chapter 13 plan should be confirmed. They confirmed the plan without investigating the DeLanos as the surest way of forestalling a finding of the DeLanos having filed a fraudulent petition, which would have led to their being criminally charged, which in turn would have induced Mr. DeLano to enter into a plea bargain whereby he would provide incriminating testimony of participation in a bankruptcy fraud scheme.
63. It follows that insofar as Trustee Reiber made the untrue statement that "The Trustee completed his investigation of allegations of bankruptcy fraud and found there to be none" in order to induce the Bankruptcy Court to confirm the DeLanos' plan and to escape his own conflict of interests (§38 above), the Trustee perjured himself and practiced, to secure a benefit for himself, fraud on the

Court as an institution even if Judge Ninfo knew that his statement was not true; as well as fraud on Dr. Cordero, to whom he knowingly caused the loss of rights as a creditor of the DeLanos.

64. It also follows that insofar as Judge Ninfo knew or by carrying out his judicial functions with due diligence and impartiality would have known, that Trustee Reiber had conducted no investigation or that the DeLanos had not filed or supported their petition in good faith, but nevertheless reported the Trustee's statement to the contrary and stated that "The Court found that the Plan was proposed in good faith" in order to confirm their plan, the Judge suborned perjury and practiced fraud on the Court as an institution and on Dr. Cordero, whom he thereby knowingly denied due process. In so doing, the Judge and the Trustee have caused Dr. Cordero the loss of an enormous amount of effort, time, and money and inflicted on him tremendous emotional distress.

III. Request for Relief

65. Therefore, Dr. Cordero respectfully requests that the Judicial Conference:
- a) Under 28 U.S.C. §753 investigate Reporter Dianetti's refusal to certify the reliability of the transcript of her own recording of the evidentiary hearing at the Bankruptcy Court, WBNY, in *DeLano* on March 1, 2005, and designate another individual to prepare such transcript;
 - b) Under §331 investigate how the integrity of judicial and other court officers and of judicial process has been compromised in WBNY by participation in a bankruptcy fraud scheme;
 - c) As part of that investigation, review, among other things, 1) the tape recording of the meeting of creditors in *DeLano* held on March 8, 2004, in the Office of the U.S. Trustee in Rochester and conducted by Trustee Reiber's attorney, James Weidman, Esq.; 2) the tape recording and the transcript of the meeting of creditors in *DeLano* held on February 1, 2005, in Trustee Reiber's office; 3) the documents reviewed by Trustee Reiber in his *DeLano* investigation; 4) the statement read into the record by Trustee Reiber at the confirmation hearing of the DeLanos' plan held in the Bankruptcy Court on July 25, 2005, and the transcript of that hearing; and
 - d) Under 18 U.S.C. §3057(a) refer *DeLano* and *Pfuntner* to Attorney General Alberto Gonzales for investigation by U.S. attorneys and FBI agents other than those from Rochester (where the DoJ office is the next-door neighbor of the Office of the U.S. Trustee) or Buffalo, NY.

Dated: August 30, 2005
59 Crescent Street
Brooklyn, NY 11208

Dr. Richard Cordero

Dr. Richard Cordero
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Table of Exhibits

of the supplement of August 30, 2005
to the July 28 petition under 28 U.S.C. §753
to the Judicial Conference of the United States,
showing how a court reporter's refusal to certify the reliability
of her transcript forms part of a bankruptcy fraud scheme
by
Dr. Richard Cordero

I. MAIN DOCUMENTS

previously submitted: Dr. Richard Cordero's **PETITION** of **July 28, 2005**, to the **Judicial Conference** for an investigation under **28 U.S.C. §753(c)** of a court reporter's refusal to **certify** the reliability of her **transcript** and for designation under 28 U.S.C. §753(b) of another individual to produce the transcript1-23 + E:1-E:257 [C:1083]

SUPPLEMENT TO THE PETITION to the Judicial Conference, providing **additional evidence** of how the **reporter's refusal** forms **part** of a **bankruptcy fraud scheme** that **operated** the **confirmation** of the debt repayment **plan** of the DeLanos through the Trustee's allegation that his **investigation** had **cleared** them of **bankruptcy fraud** and Judge Ninfo's acceptance of such allegation **despite** the evidence that such **investigation** was **never conducted**.....51 [C:1127]

II. EXHIBITS

E:#=exhibits page #

- 1.g. Dr. Richard Cordero's letter of **June 25, 2005**, to Bankruptcy Court Reporter Mary **Dianetti**, WBNY, requesting that she state whether she merely copied the **numbers of packs and folds** that she gave him at the end of the March 1 evidentiary hearing or counted those that she will actually transcribe; **and** that she agree to **certify** that her **transcript** will be complete, accurate, and untampered with.....9 [C:1163]
- h. Rep. **Dianetti's** letter of **July 1, 2005**, to Dr. **Cordero** requiring that he **pre-pay \$650** for the transcript and rejecting the balance of his letter of June 25, 2005.....11 [C:1165]
24. List of useful **addresses** for the investigation of *In re David and Mary Ann DeLano*, no. 04-20280, and *Pfuntner v. Trustee Gordon et al.*, no. 02-2230, WBNY.....259 [C:1051]

25. Dr. Cordero's letter of August 1, 2005, to Chief Justice William Rehnquist as presiding member of the Judicial Conference to inform him of his petition of July 28, 2005, to the Judicial Conference and request that he cause it to be placed on the agenda of the September meeting of the Conference and make a report of it under 28 U.S.C. §3057(a) to the U.S. Attorney General Alberto Gonzales	261	[C:1082]
26. Letter for Chief Justice Rehnquist by M. Blalock for William K. Suter, Clerk of the Supreme Court, of August 11, 2005, stating in response to Dr. Cordero's August 1 letter to the Chief Justice that under Article III of the Constitution the jurisdiction of the Supreme Court only extends to cases and controversies so it cannot give advice or assistance on the basis of correspondence	262	[C:1121]
27. Unsigned letter other than a typed "Office of the General Counsel" at the bottom of it, of the Administrative Office of the United States Court of August 8, 2005, to Dr. Cordero stating that the Administrative Office cannot be of assistance and pointing out that since Dr. Cordero had filed a motion in District Court asking for a reporter to be referred to the Judicial Conference, the Office cannot intervene in, or comment upon, a court's disposition of any proceeding	263	[C:1120]
28. Letter for Chief Judge Ginsburg, U.S. Court of Appeals for the District of Columbia Circuit , by Mark J. Langer, Clerk of Court, of August 8, 2005, stating that the agenda of the Judicial Conference is developed through the actions of the Executive Committee upon recommendations of other Committees , not by action of individual chief judges	264	[C:1119]
29. Dr. Cordero's letter of August 6, 2005, to Chief Judge Carolyn Dineen King, CA5, requesting that she, as Chair of the Executive Committee of the Judicial Conference, retrieve the five copies of his petition from the Administrative Office of the U.S. Courts, to which they were sent and whose Assistant General Counsel, Robert P. Deyling, Esq., stated on the phone to Dr. Cordero that he will not forward them to the Conference, and submit the petition to the Conference	265	[C:1117]
30. Chapter 13 Trustee George Reiber's undated "Findings of Fact and Summary of 341 Hearing" together with	271	[C:1052]
a) Undated and unsigned sheet titled "I/We filed Chapter 13 for one or more of the following reasons:"	273	[C:1054]
31. Order of Bankruptcy Judge John C. Ninfo, II of August 8, 2005, instructing M&T Bank to deduct \$293.08 biweekly from his employee, Debtor David DeLano , and pay it to Trustee Reiber	274	[C:1055]
32. Judge Ninfo's order of August 9, 2005, confirming the DeLanos' Chapter 13 debt repayment plan after considering their testimony and Trustee Reiber's Report	275	[C:1056]

33. Application of July 7, 2005 , by Christopher K. Werner, Esq., attorney for the DeLanos , for \$16,654 in legal fees for services rendered to the DeLanos	278	[C:1059]
a) Att. Werner’s itemized invoice of June 23, 2005 , for legal services rendered to the DeLanos	279	[C:1060]
34. Trustee Reiber’s letter of December 30, 2004 , to Dr. Cordero confirming that he will conduct a Section 341 Hearing of the DeLanos on February 1, 2005, at his office on South Winton Court, Rochester	283	[D*:333]
35. Letter of Christopher K. Werner , Esq., attorney for the DeLanos, of February 16, 2005 , to Trustee Reiber accompanying the following incomplete documents described as “relevant portion of Mr. and Mrs. DeLano’s Abstract of Title ” in response to “your request at the adjourned 341 Hearing”; these documents begin thus:	284	[D:341]
a) “4. Church of the Holy Spirit of Penfield New York”	285	[D:342]
b) “Public Abstract Corporation”, concerning an interest in premises from October 5, 1965, recorded in Liber 3679, of Deeds, at page 489, of the Records in the office of the Clerk of the County of Monroe, New York	287	[D:344]
c) “#12,802 Abstract of Title to Part Lot #45 Township 13, Range 4, East Side Shoecraft Road, Town of Penfield”	288	[D:345]
d) “33516 Abstract to Lot #9 Roman Crescent Subdivision”	290	[D:347]
e) \$95,000 “Mortgage Closing Statement April 23, 1999, 1262 Shoecraft Road, Town of Penfield”	294	[D:351]
f) “U.S. Department of Housing and Urban Development Optional for Transactions without Sellers”	296	[D:353]
36. Excerpt from Mrs. Mary DeLano’s Equifax credit bureau report of May 8, 2004 , produced with missing pages	298	[D:173]
37. Dr. Cordero’s letter of February 22, 2005 , to Trustee Reiber analyzing the documents produced by Att. Werner as incomplete, incapable of explaining the flow of mortgages, silent on equity, and at odds with information previous provided; and requesting that the Trustee recuse himself or hire professionals to conduct a title search and appraisal, and follow the money earned by the DeLanos	299	[D:461]

• D:=Designated items in the record for the appeal from the Bankruptcy Court in *In re DeLano*, 04-20280, WBNY, to the District Court in *Cordero v DeLano*; 05cv6190L, WDNY; see the D files in the D Add Pst folder on the accompanying CD.

Mr. DeLano is a third-party defendant who was brought into *Pfundner* by Dr. Cordero. Subsequently, he filed for bankruptcy and included Dr. Cordero among his creditors because of the latter’s claim against Mr. DeLano arising from *Pfundner*.

38. Trustee Reiber's letter of February 24, 2005, to Att. Werner requesting information about the mortgage to Columbia Bank that later on ended with the government [HUD] but that is not recorded as having been discharged	306	[D:469]
39. Att. Werner's letter of March 10, 2005, to Trustee Reiber in response to the latter's letter of February 24 concerning records of discharge of DeLanos' mortgages	307	[D:472]
40. Dr. Cordero's letter of March 19, 2005, to Att. Werner stating that no enclosures were sent to Dr. Cordero with the copy of Att. Werner's letter to Trustee Reiber of March 10 and requesting that he send a list of everything that Att. Werner sent to the Trustee as well as a copy	308	[D:473]
41. Att. Werner's letter of March 24, 2005, to Dr. Cordero with 14 "copies of the enclosures to our letter to Trustee Reiber of March 10, 2005, which were apparently omitted from your copy of the correspondence"	309	[D:477]
a) Printouts of pages of February 25, 2005, of electronic records indexing from the website of the Monroe County Clerk's office	310	[D:478]
42. Dr. Cordero's letter of March 29, 2005, to Trustee Reiber commenting on the uselessness of Att. Werner's printed screenshots ; asking whether the Trustee's lack of protest means that the §341 examination of the DeLanos on February 1, 2005, was a charade that he conducted with no intention to obtain any financial information from the DeLanos; and requesting that he either take certain steps to obtain that information or recuse himself and let another trustee be appointed who can conduct an efficient investigation of the DeLanos	324	[D:492]
43. Dr. Cordero's letter of April 19, 2005, to Trustee Martini requesting that she remove Trustee Reiber and let him know what she intends to do.....	327	[Add:682]
44. Dr. Cordero's letter of April 21, 2005, to Trustee Schmitt requesting a 4th time a statement of her position on Trustee Reiber's failure to investigate the DeLanos.....	328	[Add:685]
45. Dr. Cordero's letter of April 21, 2005, to Trustee George Reiber requesting a response to his letter of March 29 concerning the uselessness of the printouts of screenshots from the Monroe County Clerk's Office that were to have provided information about the mortgages of the DeLanos and sending him a copy of the Designation and Statement.....	329	[Add:683]
46. Att. Werner's letter of July 19, 2005, on behalf of the DeLanos to Judge Larimer accompanying his:.....	331	[Add:935]
a) "Statement in opposition Cordero motion [sic] to stay confirmation and other relief"	332	[Add:936]

Alphabetical Table of Members of the Judicial Conference

to whom were sent the letters of August 30 and 31, 2005

requesting that they forward to the Judicial Conference

the accompanying supplement and the July 28 petition under 28 U.S.C. §753(c)

for investigation of a court reporter's refusal to certify the reliability of her transcript and
its link to a bankruptcy fraud scheme[♦]

by

Dr. Richard Cordero

1.	Boudin	C.J. Michael Boudin, In care of: U.S. Court of Appeals for the First Circuit
2.	Bertelsman	J. William O. Bertelsman, In care of: U.S. District Court, Eastern D. of Kentucky
3.	Boggs	C.J. Danny J. Boggs, In care of: U.S. Court of Appeals for the Sixth Circuit
4.	Davison	C.J. Glen H. Davison, In care of: U.S. District Court, Northern D. of Mississippi
5.	Edmondson	C.J. J. L. Edmondson, In care of: U.S. Court of Appeals for the Eleventh Circuit
6.	Ezra	C.J. David Alan Ezra, In care of: U.S. District Court for the District of Hawaii
7.	Flaum	C.J. Joel M. Flaum, In care of: U.S. Court of Appeals for the Seventh Cir., Rm. 2702
8.	Forrester	Senior J. J. Owen Forrester, In care of: U.S. District Court, Northern D. of Georgia
9.	Hogan	C.J. Thomas F. Hogan, In care of: U.S. District Court for the District of Columbia
10.	King	C.J. Carolyn Dineen King, In care of: U.S. Court of Appeals for the Fifth Circuit
11.	Laffitte	C.J. Hector M. Laffitte, In care of: U.S. District Court for the District of Puerto Rico
12.	Michael	C.J. Paul R. Michael, In care of: U.S. Court Appeals for the Federal Circuit
13.	Mukasey	C.J. Michael B. Mukasey, In care of: U.S. District Court, SDNY
14.	Norton	J. David C. Norton, In care of: U.S. District Court for the District of South Carolina
15.	Rehnquist	Mr. Chief Justice William Rehnquist, In care of: Supreme Court of the United States
16.	Restani	C.J. Jane A. Restani, In care of: U.S. Court of International Trade
17.	Rosenbaum	C.J. James M. Rosenbaum, In care of: U.S. District Court for the D. of Minnesota
18.	Russell	Judge David L. Russell, In care of: U.S. District Court, Western D. of Oklahoma
19.	Schroeder	C.J. Mary M. Schroeder, In care of: U.S. Court of Appeals for the Ninth Circuit
20.	Scirica	C.J. Anthony J. Scirica, In care of: U.S. Court of Appeals for the Third Circuit
21.	Stadtmueller	Judge J. P. Stadtmueller, In care of: U.S. District Court for the Eastern District of
22.	Tacha	C.J. Deanell R. Tacha, In care of: U.S. Court of Appeals for the Tenth Circuit
23.	Vanaskie	C.J. Thomas I. Vanaskie, In care of: U.S. District Court, Middle D. of Pennsylvania
24.	Wilkins	C.J. William W. Wilkins, In care of: U.S. Court of Appeals for the Fourth Circuit

[♦] See full addresses on the List of Conference members to whom was sent the July 28 petition, at C:1115.

United States Court of Appeals

FIFTH CIRCUIT
OFFICE OF THE CLERK

CHARLES R. FULBRUGE III
CLERK

TEL. 713-250-5440
515 RUSK STREET, ROOM 1217
HOUSTON, TX 77002

October 6, 2005

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

Re: Letter of August 6, 2005 and associated materials.
Supplementary materials dated August 30, 2005.

Dear Dr. Cordero:

Chief Judge King has reviewed the above-referenced documents and has instructed us to return them to you because the Judicial Conference of the United States does not have jurisdiction to review a complaint against a court reporter. While 28 U.S.C. § 753(c) charges the appointing court and the Judicial Conference of the United States with the supervision of court reporters, Vol. 6, Ch. 2, Part 2.1 of The Guide to Judiciary Policies and Procedures - entitled "Court Reporting Services Management Plan and Court Reporting Supervisor" - provides that "each court shall designate a supervisor who will carry out the requirements of the Judicial Conference." You should, therefore, direct your complaint to the following court officer designated to supervise court reporters at the United States Bankruptcy Court for the Western District of New York:

Ms. Melissa Frieday, Contracting Officer
US Bankruptcy Court, Western District of NY
Olympic Towers
300 Pearl Street, Suite 250
Buffalo, NY 14242

Very truly yours,
CHARLES R. FULBRUGE III, Clerk

By Nancy H. Gray
Nancy H. Gray
Deputy Clerk

Enclosures

Dr. Richard Cordero

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

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

June 25, 2005

Ms. Mary Dianetti
612 South Lincoln Road
East Rochester, NY 14445

[(585)586-6392]

Re: transcript of the evidentiary hearing held on March 1, 2005, in the U.S. Bankruptcy Court in Rochester in the case of David and Mary Ann DeLano, docket no. 04-20280

Dear Ms. Dianetti,

Thank you for your letter of June 13, whose envelope was postmarked June 15 by the Federal Station in Rochester, the one situated in the Federal Building where the Bankruptcy Court is.

I appreciate your stating the number of stenographic packs and folds in the recording of the above-captioned DeLano evidentiary hearing. I note that you stated that:

Also, I am listing the number of stenographic packs and the number of folds in each pack and this is the same information that was give to you on the afternoon of the hearing as I had marked each pack with the number of folds within your view and am just giving you those exact numbers at this time.

I assume that this does not mean that you are merely copying the information that you gave me on March 1 at the end of the hearing. Instead, I made what I meant you to state quite clear in my latest letter to you of May 26:

[since] you necessarily had to count the number of stenographic packs and their folds to calculate the number of transcript pages and estimate the cost of the transcript...provide me with that count...Therefore...

2. state the number of stenographic packs and the number of folds in each that comprise the whole recording of the evidentiary hearing and that will be translated into the transcript.

I hope that you will realize that the way you have formulated your answer raises concerns, coming as it does after your refusal to provide the requested information in your letters to me of May 3 and 19 despite my express requests in my letters to you of April 18 and May 10 and 26. Yet, your answer makes providing that information appear as easy to do as simply copying it from your records, which conversely makes your refusal to provide it so difficult to understand.

Consequently, to eliminate any margin whatsoever for divergence between my request for information and your answer, I take the latter to mean the following:

1. Upon my initial and subsequent requests for you to state the cost of the transcript based on a count of the stenographic packs and folds of the whole recording of the DeLano evidentiary hearing,
2. you actually counted them a second time; found the number of such packs and folds to coincide exactly with the number of packs and folds that you stated in writing for me at the end of such hearing; and
3. based on that second count you calculated the cost of the transcript at the official and customarily charged rate of \$3.30 per page; arrived at an estimate of between \$600 and \$650; have agreed with me that the final cost will not exceed \$650; and will include in

Dr. Cordero's request of 6/25/5 to Rep. Dianetti to certify transcript as accurate, complete, untampered-with C:1163

the transcript everything and only that which is contained in those packs and folds.

If my understanding of your answer diverges from either your intended answer or all the facts in any way that you consider to be significant or even insignificant, I formally request that you state such divergence. If you do not do so, I will assume your silence to confirm that my understanding as above stated coincides totally with both your intended answer and with all the facts. This statement of my understanding is as simple as the formulation that you have heard perhaps hundreds of times and that courts all over the nation assume every lay person understands and is in a position to affirm: your confirmation, whether in writing or by silence, is the truth, the whole truth, and nothing but the truth.

Hence, I hereby make your confirmation of my understanding part of the essence of this contract for service between you and me. Similarly, the following conditions are of the essence of this contract and constitute conditions precedent to my obligation to pay you:

1. You will provide a transcript that is an accurate and complete written representation, with neither additions, deletions, omissions, nor other modifications, of the oral exchanges among the litigants, the witness, the judicial officers, and any other third parties that spoke at the DeLano evidentiary hearing. At my discretion and for the purpose, inter alia, of ascertaining such accuracy and completeness, you will make available, upon my designation, to a government agency or a private entity, all the packs and folds that you used to record the hearing and, if different, also those that you used to prepare the transcript.
2. Upon completion of the transcript, you will simultaneously file one paper copy with the clerk of the bankruptcy court and mail to me by priority mail a paper copy together with an electronic copy on a floppy disk in PDF format and in Microsoft Word, or otherwise in Word Perfect; and you will not make available any copy in any format to any other party, whether a court officer –whether a judicial or clerical officer-, litigant, or any other person, but if you do make a copy available to any of them either before or after filing or mailing it to me, you will let me know immediately and will exempt me from payment and reimburse me any payment already made.
3. You will truthfully state in your certificate accompanying the transcript that up to the time of your receipt of this letter and from then until the moment that the copies of the transcript are filed and mailed to me, you have not discussed with any other party (aside from me), whether a court officer, litigant, or any other person, and none of them has attempted to discuss with you, the content that should form part or that did form part of your stenographic recording of the DeLano evidentiary hearing or of the transcript; but if you have discussed such content or any of them has attempted to discuss it with you, then you will state their names, the circumstances and content of such discussions or attempt at such discussions, and their impact on the preparation of the transcript.

In consideration for your promise to perform, and your actual performance of, your transcription service as described above and in accordance with applicable law and rules, I promise to pay you upon confirmation thereof up to \$650, by credit card if acceptable to you, and in any event by check.

I trust you realize that what we are trying to do here is exceedingly easy to understand and basic to any contractual agreement: **You give me a good transcript and I pay you good money.**

Sincerely,

Dr. Richard Cordero

612 South Lincoln Road
East Rochester, New York 14445
July 1, 2005

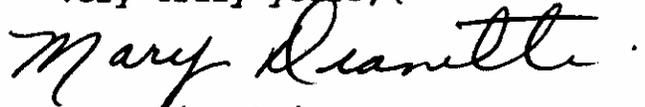
Dr. Richard Cordero
24 Crescent Street
Brooklyn, New York 11208-1515

Dear Dr. Cordero:

I am in receipt of your letter of June 25, 2005. Please be advised that I will provide you with (1) a paper copy of the transcript of the hearing held on March 1, 2005, and (2) a PDF copy of that transcript on a CD-ROM, to be sent to you by first-class mail, upon receipt of a money order or certified check in the amount of \$650.00 payable to "Mary Dianetti." The balance of your letter of June 25, 2005 is rejected.

I am providing a copy of this letter, together with yours of June 25, to the U.S. Bankruptcy Court and U.S. District Court so that their file may be complete.

Very truly yours, ,



Mary Dianetti
Bankruptcy Court Reporter

cc: Clerk, U.S. Bankruptcy Court
cc: U.S. District Court

USEFUL ADDRESSES FOR THE INVESTIGATION
of *In re David and Mary Ann DeLano*, no. 04-20280, WBNY
and *Pfuntner v. Trustee Gordon et al.*, no. 02-2230, WBNY

I. *In re DeLano*

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

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

David G. DeLano and Mary Ann DeLano
1262 Shoecraft Road
Webster, NY 14580

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

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

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

II. *Pfuntner v. Gordon et al.*

David D. MacKnight, Esq.
Attorney for James Pfuntner
Lacy, Katzen, Ryen & Mittleman, LLP
130 East Main Street
Rochester, New York 14604-1686
tel. (585) 454-5650; fax (585) 454-6525

Kenneth W. Gordon, Esq.
Chapter 7 Trustee
Gordon & Schaal, LLP
100 Meridian Centre Blvd., Suite 120
Rochester, New York 14618
tel. (585) 244-1070; fax (585) 244-1085

Mr. David Palmer
1829 Middle Road
Rush, New York 14543

Michael J. Beyma, Esq.
Attorney for M&T Bank and David DeLano
Underberg & Kessler, LLP
1800 Chase Square
Rochester, NY 14604
tel. (585) 258-2890; fax (585) 258-2821

Manufacturers & Traders Trust Bank (cf. A:83§E)
(M&T Bank) [Add:940]
255 East Avenue
Rochester, NY
tel. (800) 724-8472

Karl S. Essler, Esq.
Attorney for David Dworkin and
Jefferson Henrietta Associates
Fix Spindelman Brovitz & Goldman, P.C.
295 Woodcliff Drive, Suite 200
Fairport, NY 14450
tel. (585) 641-8000; fax (585) 641-8080

Dr. Richard Cordero

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

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

[Sample of letters to Judicial Conference members]

August 1, 2005

Hon. Chief Judge Mary M. Schroeder
As Member of the Judicial Conference of the U.S.
U.S. Court of Appeals for the **Ninth** Circuit
Post Office Box 193939
San Francisco, CA 94119-3939

Dear Chief Judge Schroeder,

I would like to bring to your attention the petition that I just submitted to the Conference for an investigation under 28 U.S.C. §753(c) of a court reporter's refusal to certify the reliability of her transcript, which is yet another in a long series of acts of disregard for duty and legality stretching over more than three years and pointing to a bankruptcy fraud scheme and a cover up.

Indeed, last March 1 the evidentiary hearing took place of the motion to disallow my claim in the bankruptcy case of David and Mary Ann DeLano. Bankruptcy Judge John C. Ninfo, II, WBNY, disallowed my claim against Mr. DeLano. Oddly enough, he is a 32-year veteran of the banking industry now specializing in bankruptcies at M&T Bank, who declared having only \$535 in cash and account when filing for bankruptcy in January 2004, but earned in the 2001-03 period \$291,470, whose whereabouts neither the Judge nor the trustees want to request that he account for.

At the end of the hearing, I asked Reporter Mary Dianetti to count and write down the numbers of stenographic packs and folds that she had used, which she did. For my appeal from the disallowance and as part of making arrangements for her transcript, I requested her to estimate its cost and state the numbers of packs and folds that she would use to produce it. As shown in exhibits pgs. E:1-11, she provided the estimate but on three occasions expressly declined to state those numbers. Her repeated failure to state numbers that she necessarily had counted and used to calculate her estimate was quite suspicious. So I requested that she agree to certify that the transcript would be complete and accurate, distributed only to the clerk and me, and free of tampering influence. However, she asked me to prepay and explicitly rejected my request! If a reporter in your court refused to vouch for the reliability of her transcript, would you vouch for it in her stead and use it without hesitation? Would you want your rights and obligations decided on such a transcript?

Moreover, there is evidence, contained in the other exhibits submitted to the Conference and available on demand (pg. 21), that Reporter Dianetti is not acting alone. Bankruptcy clerks and District Judge David G. Larimer, WDNY, also violated FRBkrP 8007 to deprive me of the transcript and, worse still, did the same in connection with the transcript in *Pfuntner v. Trustee Gordon et al.*, where Mr. DeLano, who handled its bankruptcy for M&T, and I are parties. Their motives are discussed in the accompanying copy of the petition and in my submissions to the Conference and its members of November 18 and December 18, 2004. The facts stated therein show a pattern of non-coincidental, intentional, and coordinated bias and wrongdoing in support of a bankruptcy fraud scheme. It suffices for those facts to have the appearance of truth for these officers' conduct to undermine the integrity of the judicial process and detract from public trust in the judiciary. Hence, I respectfully request that you cause this matter to be placed on the agenda of the September meeting of the Conference and that meantime, you make a report of it to U.S. Attorney General Alberto Gonzales under 18 U.S.C. 3057(a). Looking forward to hearing from you,

sincerely,

Dr. Richard Cordero

**SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001**

August 11, 2005

Richard Cordero
59 Crescent Street
Brooklyn, NY 11208-1515

RE: Letter dated August 1, 2005

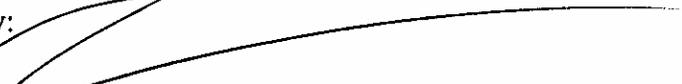
Dear Mr. Cordero:

In reply to your letter or submission referred to this office by the Chief Justice on August 11, 2005, I regret to inform you that the Court is unable to assist you in the matter you present.

Under Article III of the Constitution, the jurisdiction of this Court extends only to the consideration of cases or controversies properly brought before it from lower courts in accordance with federal law and filed pursuant to the Rules of this Court. The Court does not give advice or assistance or answer legal questions on the basis of correspondence.

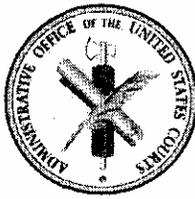
Your papers are herewith returned.

Sincerely,
William K. Suter, Clerk

By: 

M. Blalock
(202) 479-3023

Enclosures



LEONIDAS RALPH MECHAM
Director

ADMINISTRATIVE OFFICE OF THE
UNITED STATES COURTS

WILLIAM R. BURCHILL, JR.
Associate Director
and General Counsel

CLARENCE A. LEE, JR.
Associate Director

WASHINGTON, D.C. 20544

ROBERT K. LOESCHE
Deputy General Counsel

August 8, 2005

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

Re: Cordero v. DeLano, et al.,
Case No. 6:05-CV-06190-DGL (W.D. N.Y.)

Dear Dr. Cordero:

This is in response to the document you recently sent to the Secretary of the Judicial Conference of the United States, which you addressed to the attention of the Office of General Counsel. That document, dated July 28, 2005, is titled: "Petition for an Investigation Under 28 U.S.C. § 753(c) of a Court Reporter's Refusal to Certify the Reliability of her Transcript and for Designation under 28 U.S.C. § 753(b) of Another Individual to Produce the Transcript." Please be advised that the Administrative Office cannot be of assistance to you other than to provide the general advice offered below.

Your petition reveals at page E:230 that you have filed, in Cordero v. DeLano, et al., Civil Action No. 6:05-CV-06190-DGL (W.D. N.Y.), a "Motion to Have the Bankruptcy Court Reporter Referred to the Judicial Conference for Investigation of Her Refusal to Verify the Reliability of the Transcript." The Administrative Office cannot intervene in, or comment upon, a court's disposition of any proceeding and cannot address the court on behalf of a private party. *See* 28 U.S.C. § 607. Any action that you want a court to take on your behalf must be requested in a timely and proper manner by you or an attorney who is representing you. If you need further assistance with this or any other legal matter, our office recommends that you consult an attorney.

Therefore, in light of the above information, we would ask you to please cease sending further correspondence to this agency about this matter. Since our agency can take no action in this matter, we are returning your documents in case you have further need of them. Thank you in advance for your cooperation.

OFFICE OF THE GENERAL COUNSEL

Enclosures

A TRADITION OF SERVICE TO THE FEDERAL JUDICIARY

United States Court of Appeals

District of Columbia Circuit
Washington, D.C. 20001-2866

Mark J. Langer
Clerk

August 8, 2005

General Information
(202) 216-7000

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

Dear Dr. Cordero:

Chief Judge Ginsburg referred your letter of August 1, 2005 to me for a response. The agenda of the Judicial Conference of the United States is developed through the actions of the Executive Committee of the Conference upon recommendations submitted by other Judicial Conference Committees, not through the action of individual Chief Judges.

Therefore, Chief Judge Ginsburg cannot assist you further in this matter.

Sincerely,



Mark J. Langer
Clerk

Dr. Richard Cordero

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

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

August 6, 2005

Chief Judge Carolyn Dineen King
Chair of the Executive Committee of the Judicial Conference
U.S. Court of Appeals for the Fifth Circuit
600 Camp Street
New Orleans, LA 70130

Dear Chief Judge King,

On 1 instant, I sent you, as member of the Judicial Conference, a cover letter together with a copy of my petition of July 28 to the Judicial Conference for an investigation under 28 U.S.C. §753(c) of a court reporter's refusal to certify the reliability of her transcript and for designation under 28 U.S.C. §753(b) of another individual to produce the transcript. I had submitted the petition to the Conference by mailing 5 copies, each with all the exhibits, to the Administrative Office of the United States Courts.

On August 3, I called the Administrative Office to confirm its receipt of the petition. Mr. Robert P. Deyling, Esq., Assistant General Counsel, acknowledged it, but again stated that he will not forward it to the Conference because the latter cannot intervene and I do not have a right to petition it. He disregarded my argument that the Conference is a governmental administrative body that under §753(c) has a duty to act on this matter and that I have a First Amendment right "to petition the Government for a redress of grievances". That constitutional right is devoid of any meaning if the government systematically disregards every petition submitted to it. The correlative of that right is the obligation on the part of the government to respond to a petition; however, Mr. Deyling said that I would not receive even a reply letter. Likewise, the statutory obligation would be rendered meaningless if the Conference could at will disregard its mandate:

§753 (c) The reporters shall be subject to the supervision of the appointing court and the Judicial Conference in the performance of their duties, including dealings with parties requesting transcripts.

This is not the first time that Mr. Deyling prevents a petition of mine from reaching the Conference. Indeed, on November 18, 2004, I petitioned the Conference to review the denials by the Judicial Council of the Second Circuit of my petitions for review of my two judicial misconduct complaints. However, after failing even to acknowledge receipt of that petition and only at my instigation, Mr. Deyling sent me a letter on December 9, whereby he blocked it from reaching the Conference by alleging that the latter had no jurisdiction to entertain it. The Conference, of course, was never given the opportunity to pass on that jurisdictional issue that I had explicitly discussed, a novel one that it had never decided in any of its 15 decision since the enactment of the Judicial Conduct Act of 1980. It is troubling that the Conference allows a person acting in the capacity of a clerk of court, such as Mr. Deyling, to insulate it from even having to take a look at a citizen's petition. It is all the more troubling when by such expedient the Conference does not even bother to determine the scope of its own obligations under law.

Therefore, I also respectfully request that you, as chair of the Executive Committee, retrieve the five copies of my petition now in possession of Mr. Deyling, and submit the petition to the Conference. I would be indebted to you if you would let me know your course of action.

Sincerely,

Dr. Richard Cordero

Dr. Cordero's request of 8/1/5 to Chair King to retrieve petition from Adm Off and forward it to Jud Conf C:1117

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TRUSTEE'S FINDINGS OF FACT AND SUMMARY OF 341 HEARING

1. Debtor(s) **DAVID G DELANO** Bk.# 04-20280
MARY ANN DELANO

2. Attorney **CHRISTOPHER K WERNER, ESQ** Filing Fees: \$ 185 Paid
 Plan:

A. Summary: \$ 1940 per month by wage order
 \$ 14145* annually **R**

Repayment to secured creditors \$ 6900
 Repayment to priority creditors \$ 16,655
 Repayment to unsecured creditors \$ 4646 ~5 % **specific estimated**

Classification of unsecured creditors None
 Class _____ % \$ _____
 Class _____ % \$ _____

Rejection of executory contracts None

Other: * Payments decrease to \$635/month in July, 2004; then increase to \$1940/month in August, 2006. Plus proceeds of accounts receivable.

B. Feasibility: **Why the remaining loan paid**

Total Indebtedness	\$ <u>185462</u>	including mortgages
Monthly Income (net)	\$ <u>4886.50</u> 2946.50	(gross) \$ <u>7501.</u>
Less Estimated Expenses	\$ <u>2946.50</u>	
Excess for Wage Plan	\$ <u>1940.</u>	
Duration of Plan	<u>3</u>	years

92,920 TOTAL

Why End of Sec d Unemployed

Payments are not adequate to execute plan.

C. Valuation of secured claims and lease arrears:
 Interest rate unless otherwise stated: 8 1/4 %

Name of Creditor	Amount of Security	Security Claimed	Perfectured	341 Valuation	Disputed
Capital One Auto	\$ <u>10,285</u>	198 Chevy Blazer	Yes	\$ <u>6900</u>	<u>STIP</u>

3. Best interest of creditors test:

A. All assets were listed.

B. Total market value of assets: \$ 256,562

Less valid liens \$ 83,734
Less exempt property \$ 17,732
Available for judgment liens \$ 266
Less priority claims \$ 16,655
(Support \$ _____)

C. Total available for unsecured creditors in liquidation \$ 10,960

D. Amount to be distributed to unsecured creditors \$ 4,646

E. Nature of major non-exempt assets: _____

4. Debtor(s) states that the plan is proposed in good faith with intent to comply with the law.

5. Debtor(s) states that to the best of his/her/their knowledge there are no circumstances that would affect the ability to make the payments under the plan.

6. (If a business) The Trustee has investigated matters before him relative to the condition of debtor's business, and has not discovered any actionable causes concerning fraud, dishonesty, incompetence, misconduct, mismanagement or irregularities in managing said business.

7. Objections to Confirmation: Trustee - disposable income -
1) IRA available; 2) loan payment available;
3) pension loan ends 10/05.

8. Debtor requests no wage order because, (+) 2 concerns

9. Other comments: 1) ~~Best Interest \$1255~~
Attorney fees (OK) AFIS
But court
prevented
confirmation
order

10. Converted from Chapter 7 because (2)

11. The Trustee recommends that this Plan not be confirmed.

ATTORNEY'S FEES: \$ 1350

Additional fees Anticipated? Yes \$ 16,655
no

GM

GEORGE M. REIBER
TRUSTEE

IN RE:

DeLana David - MaryAnn
04-20280

BK. #

I/We filed Chapter 13 for one or more of the following reasons:

- Lost employment *(Wife) Age 59*
- Hours or pay reduced *(Husband 62) To delay retirement to complete plan*
- Matrimonial
- Garnishments
- Medical problems
- To receive a Chapter 13 discharge
- Filed a previous bankruptcy proceeding within six (6) years
- Owe priority (example: tax) claims
- Reconstruct credit rating
- To pay back creditors as much as possible *w/ 3 yrs prior to retirement*
- To stop creditor harassment
- To stop foreclosure or other legal proceedings
- To cram down secured liens
- To avoid contracts
- Overextension of credit
- Decline in income from business, commissions or business failure
- Overspending
- Student loans
- Children's college expenses *pre-1990 when wages reduced \$30,000 → 19,000*
- Avoid Chapter 7 substantial abuse charge
- Protect debtor's property
- Others: _____

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK
IN RE:**

**ORDER TO EMPLOYER
TO PAY TRUSTEE**

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

BK# 04-20280

**EMPLOYEE: DAVID G. DELANO
S.S. #xxx-xx-3894**

Upon representation of the Trustee or other interested party, the Court finds that:

The above-named debtor has pending in this Court a proceeding for the adjustment of debts by an individual with regular income under Chapter 13 of the Bankruptcy Code (Title 11 U.S.C.) and pursuant to the provisions of said statute and the debtor's plan the debtor has submitted all future earnings and wages to the exclusive jurisdiction of this Court for the execution of debtor's plan; and

That under the provisions of 11 U.S.C. §1306 this Court has exclusive jurisdiction of the earnings from service performed by the debtor during the pendency of this case and may require the employer of the debtor, upon the order of this Court, to pay over such portion of the wages or earnings of the debtor as may be needed to effectuate said plan, and that such an order is necessary and proper, now therefore,

IT IS ORDERED, that until further order of this Court the employer of said debtor:

M&T BANK

deduct from the earnings of said debtor the sum of **\$293.08 bi-weekly** to begin on the next payday following the receipt of this order and deduct a similar amount for each pay period there-after, including any period for which the debtor receives periodic or lump sum payment for or on account of vacation, termination, or other benefits arising out of present or past employment of the debtor, and to forthwith remit the sum so deducted to: **GEORGE M. REIBER, TRUSTEE, Chapter 13 Trustee, PO Box 490, Memphis, TN 38101-0490; (585)427-7225; (PLEASE INCLUDE THE DEBTOR'S FULL NAME AND CASE NUMBER ON THE CHECK REMITTED)** and

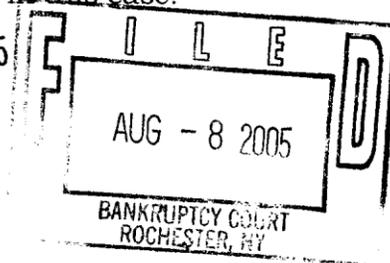
IT IS FURTHER ORDERED, that said employer notify said Trustee if the employment of said debtor be terminated and the reason for such termination; and

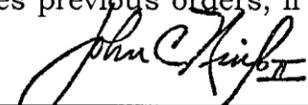
IT IS FURTHER ORDERED, that all earnings and wages of the debtor, except the amount required to be withheld by the provisions of any laws of the United States or laws of any State or political subdivision, or by an insurance, pension, pension loans, current maintenance or support payments or by the order of this Court, be paid to the aforesaid debtor in accordance with the employer's usual payroll procedures; and

IT IS FURTHER ORDERED, that no deductions for or on account of any garnishment, wage assignment, credit union or other purpose not specifically authorized by the Court be made from the earnings of said debtor; and

IT IS FURTHER ORDERED, that this order supersedes previous orders, if any, made to the debtor or employer in this case.

Dated: AUG - 8 2005




**HON. JOHN C. NINFO, II
BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

IN RE:

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

**ORDER CONFIRMING
CHAPTER 13**

BK #04-20280

**S.S. #XXX-XX-3894
#XXX-XX-0517**

A Petition was filed by Debtor(s) under Chapter 13 of the Bankruptcy Code, and a meeting of creditors conducted upon due notice pursuant to 11 U.S.C. §341 at which the Chapter 13 Trustee, Debtor(s), and attorney for Debtor(s) were present and creditors or representatives of creditors were afforded an opportunity to be heard.

A hearing on confirmation of the Plan has been held upon due notice pursuant to 11 U.S.C. §1324. The Court has heard and determined all objections to confirmation and to Debtor's Schedules and has considered the Plan as proposed or modified, the Trustee's Report and the testimony of Debtor.

THE COURT THEREFORE FINDS:

- (1) The Plan complies with the provisions of Chapter 13, Title 11, United States Code, and other applicable provisions of Title 11;
- (2) The contents of the plan comply with 11 U.S.C. Section 1322 where applicable;
- (3) The Plan represents the Debtor's reasonable effort and has been proposed in good faith and not by any means forbidden by law;
- (4) The Plan complies with the standards required by 11 U.S.C. Section 1325 for confirmation; and
- (5) Any objections to the plan have been disposed of, and there is presently pending no objection to confirmation of the instant Plan or Debtor's Schedules.

It is accordingly, ORDERED that

- (1) Debtor's Plan under Chapter 13 of the Bankruptcy Code, as proposed or modified, is confirmed.
- (2) Debtor is stayed and enjoined from incurring any new debts in excess of \$500.00 except such debts as may be necessary for emergency medical or hospital care without the prior approval of the Trustee or the Court unless such prior approval was impractical and therefore cannot be obtained.
- (3) Except as provided by specific order of this Court, all entities are and continue to be subject to the provisions of 11 U.S.C. §362 insofar as they are stayed or enjoined from commencing or continuing any proceeding or matter against Debtor, as the same is defined by §362, and subject to the provisions of 11 U.S.C. §1301 insofar as they are stayed or enjoined from commencing or continuing any proceeding or matter against a co-debtor, as the same is defined by §1301.

The provisions of the Plan bind the Debtor(s) and each creditor, whether or not such creditor has objected to, has accepted, or has rejected the plan.

The Debtor(s) shall forthwith and until further order of the Court pay to the Trustee in good funds the sum of **\$1940.00 per month by wage order. Payments decrease to \$635.00 monthly in July, 2004; then increase to \$960.00 monthly in August, 2006 when pension loan ends; plus proceeds of mother's annuity.**

(4) A fee of **\$18,005.00** is allowed the attorney for the debtor(s) herein for all services rendered in connection with this Plan, except as otherwise ordered and allowed by the Court.

(6) All of the Debtor(s) wages and property, of whatever nature and kind and wherever located, shall remain under the exclusive jurisdiction of this Court; and title to all of the debtor's property, of whatever nature and kind and wherever located is hereby vested in the debtor during pendency of these Chapter 13 proceedings pursuant to the provisions of 11 U.S.C. §1327.

(7) From the Debtor(s) funds the Trustee is directed to make payments in the following order:

- a. Filing fee to the Clerk of the Court, U.S. Bankruptcy Court (if unpaid);
- b. Retain at all times sufficient funds to pay all other accrued administrative expenses;
- c. The unpaid balance of the above described fee to the debtor's attorney;

d. Priority payments in full as allowed by the Court, except where priority claims are deferred until payment of the secured claims;

e. Secured claims shall retain their liens as hereinafter set forth:

<u>CREDITOR</u>	<u>SECURITY</u> <u>VALUE</u>	<u>SECURITY</u>	<u>RATE</u>
Capital One Auto	\$6,900.00	'98 Chevy	8.25%

Until the secured claim is paid in full, the secured creditor shall retain its lien. After the secured claim has been paid in full, the Debtor(s) will be entitled to an immediate lien release. Any timely and properly filed claim which alleges a security interest and is filed subsequent to the Confirmation Hearing shall be allowed as unsecured only for purposes of payment under the plan, except as may otherwise be agreed to by the Debtor(s) and the Court.

f. The balance of funds not retained for administrative expenses or used for payment of secured or priority claims shall be accumulated and distributed to unsecured creditors, as follows.

g. Classified unsecured claims as hereinafter set forth:

<u>CREDITOR</u>	<u>AMOUNT</u>	<u>CLASSIFICATION</u>	<u>DIVIDEND</u>
NONE			

h . General unsecured creditors shall be paid a **pro rata share** of their claims as are finally determined by the Court; notwithstanding the above, the plan will not be deemed completed until the debtor(s) pay(s) three years worth of plan payments, unless allowed unsecured claims are paid in full. No claims shall be allowed unless the creditor shall file a proof of claim within 90 days of the first date set for the First Meeting of Creditors; payment to unsecured creditors as allowed by the Court will be made in monthly installments of not less than \$15.00. **Plan to run 3 years.**

i. Any temporary reduction in, or suspension of installment payments under this plan, for a period not to exceed ten (10) weeks may be granted upon application of the debtor, without notice to creditors, as the Court or Trustee deems proper.

(8) The debtor has rejected as burdensome the following executory contract(s) of the debtor:

NONE

Any claim timely and properly filed by a creditor arising from rejection of such executory contract(s) shall be allowed as if such claim had arisen before the date of the filing of the petition, subject to the right of the debtor or the Trustee to object to the amount of the claim.

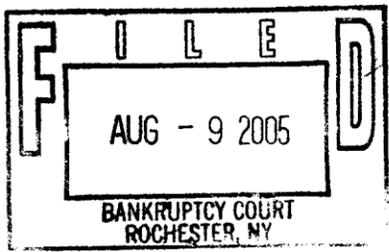
(9) The following secured creditors will be paid by the debtor directly. Said secured claims are either being paid pursuant to their original contract or pursuant to new agreements reached between the parties. To the extent that any such new agreements exist, the parties are hereby ordered to execute any and all documents necessary to reflect the new notes and obligations which exist between the parties. In the event of a dismissal of the plan, the secured creditors may reinstate the terms of the original obligations, subject to the further order of this court. All parties will promptly execute any and all documents necessary to be filed. To the extent that the new arrangements reflects an extension of the obligations secured by valid liens filed prior to the filing of the petition, said liens will continue in existence as of the date of the filing of the lien, and not as of the date of the new arrangement between the parties, unless this court orders otherwise or the parties so stipulate otherwise.

<u>CREDITOR</u>	<u>SECURED CLAIM</u>	<u>SECURITY</u>	<u>BASIC TERMS</u>
Genesee Regional	\$76,300.71	Mortgage	Original Contract

(10) Upon conversion of this case to a case under another chapter, the failure of the debtor to honor bad funds negotiated by the Chapter 13 Trustee shall be deemed a willful failure to obey an order of this Court.

Dated: *8/9/05*
Rochester, New York

HON. JOHN C. NINFO, II
BANKRUPTCY JUDGE



July 7, 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:

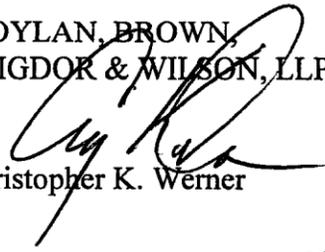
As per our prior correspondence, you have indicated that our application for payment of attorney's fees from the bankruptcy estate could be considered at the currently scheduled July 25, 2005 confirmation hearing at 3:30 p.m. at Bankruptcy Court. As you have suggested, we enclose herewith our statement for fees for the period of April 8, 2004 through the current date, with anticipated time for confirmation and continuation of the pending Cordero appeal. We have also forwarded a copy to Judge Ninfo so that the statement could be before him at the time of confirmation.

If you feel that a formal application for fees is in order, we would be happy to submit the same. However, you have indicated that it is common that such applications are considered by the Court simply as part of confirmation and have proceeded accordingly.

We look forward to the hearing on July 25th.

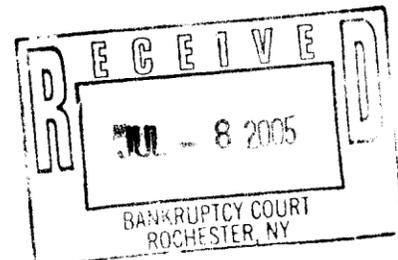
Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
Enclosure

cc: Hon. John C. Ninfo, II ✓
David G. and Mary Ann DeLano



2400 Chase Square • Rochester, New York 14604 • 585-232-5300 • FAX: 585-232-3528
60-70 South Main Street, Suite 250 • Canandaigua, New York 14424 • 585-396-0400 • FAX: 585-232-3528
<http://www.boylanbrown.com>

E:278

Att. Werner's application of July 7, 2005, to Trustee Reiber for payment of legal fees re the DeLanos

rep:84



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

ATTORNEYS AT LAW

2400 Chase Square
Rochester, NY 14604

June 23, 2005

David G. & Mary Ann DeLano
1262 Shoecraft Road
Webster, NY 14580

Invoice# 54731
Client# 030633
Billing through 06/23/2005

030633-00001 Chapter 13

PROFESSIONAL SERVICES

04/08/2004	CKW	Call with client; Correspondence re Cordero objection	0.50 hrs.
04/14/2004	CKW	Receive and review George Reiber's letter re adjourned examination date with Cordero; Call to client; Review Cordero motion (31 pages) and prepare notes for response	1.30 hrs.
04/15/2004	CKW	Response to Corder objection	1.00 hrs.
04/16/2004	CKW	Receive and review additional motion and memo from Cordero; Revise statement in opposition; Call from Bankruptcy Court re application on submission	0.80 hrs.
04/19/2004	CKW	Receive and review Cordero fax to Reiber of 4/15/04	0.30 hrs.
04/22/2004	CKW	Call to client re document demands in response to 4/20 letter from George Reiber; Correspondence	0.40 hrs.
04/26/2004	CKW	Receive and review Cordero's letter of 4/23; Appear in Bankruptcy Court on adjournment; Review claims register	1.60 hrs.
04/28/2004	CKW	Receive and review Cordero reply to statement in opposition; Receive and review Cordero letter to U.S. Trustee Martini	0.50 hrs.
05/05/2004	CKW	Receive and review credit report and letters to credit card companies	0.40 hrs.
05/10/2004	CKW	Receive and review Cordero letter to D. Martini re list of creditors	0.20 hrs.
05/19/2004	CKW	Receive and review Cordero claim; Call from client re claim objection and status of creditor inquiry	0.40 hrs.
06/14/2004	CKW	Document analysis; Call to claimants; Revise trustee correspondence; Call with Dave DeLano re HSBC authorization	2.30 hrs.
06/15/2004	CKW	Call to Discover and fax document request; Call with client; Receive and response to Trustee motion to dismiss	0.30 hrs.
06/16/2004	CKW	Call re Trustee's Motion to Dismiss/Convert; Review fax to HSBC authorizing release of records	0.40 hrs.
06/18/2004	CKW	Correspondence to credit card companies for statements; Call with Mike Beyma re status of adversary proceeding	0.50 hrs.
07/02/2004	CKW	Calls to HSBC and emails to client and Trustee re copy costs; Call from Kim at HSBC	0.50 hrs.

030633	DeLano, David G. & Mary Ann	Invoice# 54731	Page 2
07/07/2004	CKW	Receive and review account statements from 2 MBNA accounts; Copy and forward to Trustee	0.50 hrs.
07/09/2004	CKW	Correspondence to Trustee and motion in opposition; Calls to creditors	1.70 hrs.
07/12/2004	CKW	Complete correspondence to Reiber; Opposition to Court; Receive and review Cordero opposition to Trustee's Motion	0.80 hrs.
07/19/2004	CKW	Prepare Subpoenas for Discover, HSBC, Chase and Bank One (3 accounts); Appear on Trustee's Motion; Prepare Objection to Claim; Email to client to produce credit reports and account statements; Correspondence to Cordero and to client	4.30 hrs.
07/20/2004	CKW	Receive and review Cordero Order; Revise and prepare correspondence to Cordero and Court; Assemble; Call to client; Complete Objection to Claim	1.80 hrs.
07/21/2004	CKW	Call with client re document demands; Call with Mike Beyma - leave message	0.30 hrs.
08/16/2004	CKW	Receive and review Cordero 8/15 fax - Motion for Removal and Referral	0.20 hrs.
08/19/2004	CKW	Receive and review Cordero Reply to claim objection; Review and organize file and account statements obtained; Dictate response to Reply	1.50 hrs.
08/20/2004	CKW	Emails with Trustee re need to appear for 1st Meeting; Review account records	0.20 hrs.
08/23/2004	CKW	Receive and review Cordero Motion for sanctions; Appear on Cordero Motion to remove George Reiber; Call to HSBC re status of Subpoena response	1.80 hrs.
08/24/2004	CKW	Call with client re results of 8/23 motion	0.20 hrs.
08/25/2004	CKW	Appear in Bankruptcy Court on Cordero Claim objection; Call to report to client	2.50 hrs.
09/02/2004	CKW	Receive and review Interlocutory Order	0.30 hrs.
09/09/2004	CKW	Receive and review Chase account statements and forward same to Trustee and Cordero	0.30 hrs.
09/16/2004	CKW	Receive and review Cordero Motion to Second Circuit	0.30 hrs.
09/23/2004	CKW	Receive and review Cordero correspondence to Trustee re examination dates	0.30 hrs.
09/27/2004	CKW	Correspondence to Trustee	0.30 hrs.
09/28/2004	CKW	Receive and review Cordero letter to Second Circuit re discovery; Letter re exam dates	0.20 hrs.
10/14/2004	CKW	Receive and review Cordero discovery demands and correspondence to Reiber	0.40 hrs.
10/20/2004	CKW	Receive and review Cordero letter to Reiber re letter to Second Circuit	0.30 hrs.
10/21/2004	CKW	Call with Dave DeLano re discovery demand and response to Premier Van Liens related questions	0.20 hrs.
10/22/2004	CKW	Call with Richard Cordero; Dictate response to discovery demand of 9/29; Review discovery demand re relevance with JEM	1.50 hrs.
10/25/2004	CKW	Receive and review Cordero letter to Trustee Schmitt re Trustee's refusal to hold meeting	0.20 hrs.

030633	DeLano, David G. & Mary Ann	Invoice# 54731	Page 3
10/27/2004	CKW	Receive and review DeLano fax; Complete discovery response	0.30 hrs.
10/28/2004	CKW	Complete and send discovery response; Receive and review 10/27/04 letter from Cordero	0.30 hrs.
11/03/2004	CKW	Receive and review Cordero letter to Reiber re 341 meeting	0.30 hrs.
11/08/2004	CKW	Receive and review Cordero discovery motion; Dictate response	1.10 hrs.
11/09/2004	CKW	Review and revise response to Cordero motion	0.40 hrs.
11/10/2004	CKW	Receive and review Court's Interlocutory Order	0.30 hrs.
11/12/2004	CKW	Receive and review Cordero Motion to 2nd Circuit	0.30 hrs.
11/18/2004	CKW	Receive and review Reiber correspondence re retirement account; Correspondence to Trustee	0.40 hrs.
11/19/2004	CKW	Call re retirement supplement per Trustee's letter; Discuss withdrawal of Chapter 13; Status of Cordero objection	0.40 hrs.
12/15/2004	CKW	Appear in bankruptcy callendar call; Email to client; Call to client	0.90 hrs.
12/20/2004	CKW	Call with Dave DeLano re March 1 trial date; Review transactions with Cordero	0.30 hrs.
12/28/2004	CKW	Email from Trustee re 2/1 or 2/2 meeting; Email to client	0.30 hrs.
12/31/2004	CKW	Receive and review letter from Chapter 13 Trustee re adjourned 341 Hearing	0.20 hrs.
01/21/2005	CKW	Call to client re receipt of son's mobile home proceeds; Correspondence to Trustee; Discuss anticipated 341 Hearing on 2/1/05 and 3/1/05 trial	0.60 hrs.
01/24/2005	CKW	Correspondence to Trustee re sale proceeds and best interest test; Receive and review Cordero Petition for Cert.	1.10 hrs.
02/01/2005	CKW	Prepare for adjourned 341; Attend adjourned 341 with Trustee Reiber	7.20 hrs.
02/10/2005	CKW	Initial review of abstract and mortgage closing documents	0.40 hrs.
02/15/2005	CKW	Email to client re use of cash proceeds of mortgage; Correspondence to Trustee	0.40 hrs.
02/22/2005	CKW	Receive and review Cordero motion for Judge Ninfo recusal	0.40 hrs.
02/28/2005	CKW	Call to client preliminary to hearing on objection to Cordero claim	0.50 hrs.
03/01/2005	CKW	Hearing on Cordero claim objection and preparation	6.50 hrs.
03/02/2005	CKW	Repeat review of Cordero docs and claim	0.30 hrs.
03/09/2005	CKW	Receive and review March 3, 4 & 5 letters from Cordero; Correspondence to clients and Cordero; Call with client	1.30 hrs.
04/04/2005	CKW	Receive and review Cordero decision; Call to client	0.50 hrs.
04/14/2005	CKW	Email to George Reiber re confirmation hearing and fee application; Call with client	0.40 hrs.
04/22/2005	CKW	Receive and review record on appeal; Conference with DLP; Receive and review Court notices on appeal	1.00 hrs.
04/22/2005	DLP	Extended work conference and personal review of record regarding Appeal filed by Dr. Cordero.	1.30 hrs.
05/02/2005	CKW	Review statement re record on appeal of DLP	0.40 hrs.
05/02/2005	DLP	Review of file, review of Dr. Cordero's record on Appeal,	3.90 hrs.

dictated, revised and finalized our Record. Filed with Court.

05/03/2005	CKW	Receive and review Cordero motion to reconsider and review order of denial	0.40 hrs.
05/05/2005	DLP	Finalized Record on Appeal	0.80 hrs.
05/09/2005	CKW	Receive and review civil cover sheet on appeal from Cordero	0.30 hrs.
05/10/2005	CKW	Call with client re: status	0.20 hrs.
05/12/2005	CKW	Receive and review Cordero letter	0.20 hrs.
05/16/2005	DLP	Review of filings of Dr. Cordero on appeal.	0.50 hrs.
05/19/2005	CKW	Receive and review Motion to Strike Order for brief within 20 days and Diannetti letter	0.40 hrs.
05/20/2005	DLP	Review of further filings by Dr. Cordero	0.40 hrs.
05/31/2005	CKW	Receive and review Cordero letter to Mary Dianetti, court reporter, re: estimated cost of transcript	0.20 hrs.
06/08/2005	CKW	Email from trustee re: confirmation dates and telephone call to client	0.30 hrs.
06/09/2005	CKW	Email to trustee re: 7/25 confirmation hearing and issue of payment of loan proceeds	0.40 hrs.
06/23/2005	CKW	(7/25/05 - anticipated) Confirmation hearing	1.50 hrs.
06/23/2005	CKW	(Estimated) Cordero appeal	5.00 hrs.

\$16,294.50

EXPENSES

Federal Express	13.84
Copy Charges	346.32

\$360.16

BILLING SUMMARY

Total professional services	\$16,294.50
Total expenses incurred	\$360.16

TOTAL NEW CHARGES FOR THIS INVOICE \$16,654.66

TOTAL BALANCE NOW DUE \$16,654.66

Trust account beginning balance	\$6,706.66
Trust account remaining balance	\$6,706.66

GEORGE M. REIBER

CHAPTER 13 TRUSTEE
SOUTH WINTON COURT
3136 SOUTH WINTON ROAD
ROCHESTER, NEW YORK 14623

December 30, 2004

GEORGE M. REIBER
JAMES W. WEIDMAN

585-427-7225
FAX 585-427-7804

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

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

To whom it may concern,

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

This will confirm that I will conduct a Section 341 Hearing on February 1, 2005. The meeting will commence at 9:30 a.m. at my offices at 3136 Winton Road South, Rochester, NY, Suite 206. At the request of Dr. Cordero, I will have court reporter available as well as having a tape recording made of the meeting. I have advised Dr. Cordero that he might appear by telephone; however he has indicated that he wishes to personally appear.

In a phone conversation which I had with Dr. Cordero, he indicated concern about time limits on the length of the 341 Hearing as well as its breadth in light of the fact that he is incurring cost to travel to Rochester for the Section 341 Hearing. In addition to having advised him that he could appear by telephone, I would add that I do not regard there being any time limits on the 341 Hearing. The Hearing will continue, subject to any physical limits, so long as I believe that there are relevant and meaningful questions being asked and answered which will assist the Court in determining whether or not to confirm the Plan. In this regard I would state that having reviewed the testimony by the Delano's at the previous Section 341 Hearings as well as the documents produced by them, I at this moment only have questions regarding the loan that was made to their son and its collectability. This is not to say that something may not develop during the questioning at the next Hearing that I may want to pursue; I am merely indicating where I am at this time.

Very truly yours,



GEORGE M. REIBER

GMR/mb

Xc: Kathleen Dunivin Schmitt, Esq., Assistant US Trustee
David & Mary Ann Delano
Clerk, US Bankruptcy Court

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:

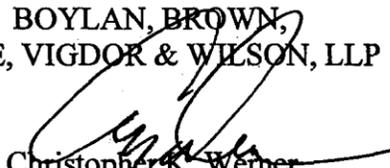
Pursuant to your request at the adjourned 341 Hearing, enclosed please find a copy of the relevant portion of Mr. and Mrs. DeLano's Abstract of Title for the period of the purchase of their home at 1262 Shoecraft Road, Penfield, New York in 1975, through their Lyndon Guaranty refinance of April 23, 1999. 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 ~~182~~

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-

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

Columbia Bank and Loan Association
COLONY ABSTRACT CORP

BY Utzel
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 *Mtzel*

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.

*OKA
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 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.M. and re-issued.

[Signature] 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 **CORRECTLY DISCHARGED OF RECORD** Mortgage to secure \$7,467.18
 -To- 6-14-88 1419 Dis 142 Dated November 30, 1977
 Ack. same day
 Rec. December 1, 1977
 BY Mitgel
 Columbia Banking and Loan Association **COLONY ABSTRACT CORP** Liber 4488 of Mortgages, page 152
 Conveys ~~PER 1 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.

*open
3-30-99*

#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 ^hALL 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 -

CHARGED OF RECORD
BY *[Signature]*
Central Trust Company
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.

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 \$52,777.14

TOTAL \$76,253.31

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

As above \$76,253.31
David G. Delano and Mary Ann Delano 18,746.69

TOTAL \$95,000.00

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)	
804. Credit Report to \$ (POC)	1503.
805. Lender's Inspection Fee to:	1504.
806. Mortgage Insurance Application Fee to:	
807. Assumption Fee	1505.
808. Tax Service Contract to: 75.00	
809. Underwriting Fee	1506.
810. Administration Fee	
811. Application Fee 0.00	1507.
812. Commitment Fee	
813. Warehouse Fee/Interest Differential	1508.
814. Yield Spread Premium \$ (POC)	
815. Service Release Premium \$ 0.00 (POC)	1509.
816. Origination Fee Due Broker 0.00	
817. FHA Upfront MIP/VA Funding Fee	1510.
818. FLOOD CERTIFICATION FEE 22.50	
819.	1511.
820.	
821.	1512.
822.	
823.	1513.
824.	
825.	
900. Items Required by Lender to be Paid in Advance	
901. Interest from 4/28/9 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/Stampa; Deed \$;Mtg \$	N. NET SETTLEMENT

818. FLOOD CERTIFICATION FEE	22.50	1510.	
819.		1511.	
820.		1512.	
821.		1513.	
822.		1514.	
823.		1515.	
824.		1520. TOTAL DISBURSED (enter on line 1603)	72,809.28
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 \$			
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
 CDS-213 (05/94)

DM

x May Grun DeLano

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

8 **M.B.N.A Amer** PO Box 15026 Wilmington DE 19850-5026 (800) 421-2110

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification				
431302299975*	01/1994					99						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/2004						10/2003	02/2004					

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

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

9 **Manufacturers & Traders Trust**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification				
738920*	03/1988	\$59,000				10						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
05/1999	\$0				\$723	04/1999						

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

10 **ONONDAGA Bank/Overdraft**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification				
195882002*	03/1988	\$59,000				15						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/1998	\$0				\$733	02/1998						

Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Transferred or Sold ;

11 **Primus Automotive**

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification				
626*	02/1997	\$6,719		48 Months		27						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
05/1999	\$0					04/1999						

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

The Bon Ton

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mnths Revd	Activity Description	Creditor Classification				
8601*	12/1995	\$280	\$500			99						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of Last Activity	Date Maj. Del. 1st Pp'd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
04/2004	\$0		02/1997			02/1997						

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

Inquiries that display to companies (may impact your credit score)
 This section lists companies that requested your credit file. Credit grantors may view these requests when evaluating your credit worthiness.

Company Information	Inquiry Date(s)
Genesee Regional Bank	09/2003 06/2003
The Credit Bureau::3301 ONTARIO NATIONA	08/2002

Dr. Richard Cordero

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

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

February 22, 2005

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

Re: Documents produced by Att. Werner for DeLanos, dkt. no. 04-20280

Dear Trustee Reiber,

I received a copy of the cover letter of 16 instant that Att. Christopher Werner sent you together with some documents. The latter failed to answer the question that was asked at the adjourned 341 meeting on 1 February and that the DeLanos were supposed to answer through document production, namely:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The table below presents the information discussed at the 341 meeting:

The DeLanos' Mortgages

	Source of data	Account holder	Lender	Account no.	Year loan		Amount borrowed
					taken	refinanced	
1.	DeLanos at 341 meeting on 1 Feb 05	D=David D Mary D=M	Monroe Bank	?	1976	1985	\$32,000
2.	Equifax 7/23/4; pg 6	M	M&T Bank	7389 20	03/1988	last activity April 99	\$59,000
3.	Equifax 7/23/4; pg 6	M	ONONDAGA Bank Overdraft:	1958 8200 02	03/1988	last activity Feb 98	\$59,000
4.	Equifax 7/23/4;pg 6	D	Genesee Regional Bank	7732 3892 0006 0002	April 1999	\$70K+ still outstanding	\$95,000

Where did all the money paid go or is?

Far from answering this question, the documents produced only raise many more questions. To begin with, those documents are incomplete, just as were the documents that Att. Werner produced on behalf of the DeLanos on June 14, 2004. In fact, Att. Werner admits their incompleteness when in his cover letter he states that he has produced only "a copy of the *relevant portion* of Mr. DeLano and Mrs. DeLano's Abstract of Title" (emphasis added). Since he is the one making the production and is presumed to know the best evidence rule of Rule 1002 of

the Federal Rules of Evidence, he should know better than to try to prove anything with writings that not only are not the originals, but are also not complete. Consider the following:

1. The first document in the stapled bundle is untitled and begins with “4. Church of the Holy Spirit of Penfield New York”. Thus, it is referred to here as the Church document. It bears the words “Public Abstract Corporation” printed vertically on its left margin. On a second page there is paragraph 6, after which there are no signatures or any other indication that that page is the last one of the document. One can reasonably expect that if the mortgagee wants to enforce this document against the mortgagors, the former would require the latter to sign it somewhere. What this document shows is that somebody wrote the names of the DeLanos on two sheets of paper. This document can hardly be complete. In addition, note that:
 - a) The relation of the Church of the Holy Spirit to the mortgages referred to in paragraphs 5 and 6 is not stated. This is particularly intriguing because paragraph 4 states that “This deed executes pursuant to a court order signed by Hon. Joseph G. Fritsel, Justice of the Supreme Court on July 15, 1975”. Why was a court involved in this transaction and what kind of transaction does this document bear witness to? Where is that court order and what are its terms?
 - b) In paragraph 4 it is printed “Dated July 16, 1975”, but in the left margins of this and the following page it is handwritten “ona 3/10/88”. To add more confusion, in paragraph 6 it is printed “Dated November 30, 1977”. When was this document first and last used and what was it used for?
 - c) Paragraph 5 states “Mortgage to secure \$26,000.00 Part Purchase Price Dated July 16, 1975”, and the other part?, that is, what is the whole of which this is a part? Was there a down payment and, if so, what was its amount and where did the money come from?
 - d) Moreover, paragraph 6 states “Mortgage to secure \$7,467.18 Dated November 30, 1977”. It is quite obvious that paragraphs 5 and 6 refer to two different transactions that took place more than two years apart. Hence, paragraph 5 refers to “Liber 4000 of Mortgages, page 196”, while paragraph 6 refers to “Liber 4488 of Mortgages, page 152”. In addition, how was a mortgage amount arrived at that includes 18¢?
 - e) While at the 341 meeting on February 1, Mr. DeLano stated that it was Monroe Bank that lent the \$32,000 of the mortgage taken in 1976, paragraphs 5 and 6 of this document refers to Columbia Bank, Saving, and Loan Association, yet another party that had never been mentioned previously. So what was the role of Monroe Bank in all these transactions and since when?
2. The document titled “Public Abstract Corporation” –PAC hereinafter- states at the bottom “over” but the back of that page is empty and its continuation is nowhere else. That document is incomplete too.
 - a. PAC refers to “Liber 3679 of Deeds, at page 489”. This is the reference found in paragraph 4 of the Church document, which concerns a “Warranty Deed” and involves the Church of the Holy Spirit. However, there is no express relationship between these two documents.
 - b. This lack of relationship becomes even more pronounced upon noting that PAC was signed on July 16, 1975, while there is written in the margins of the Church document “ona 3/10/88”.

- c. PAC states at the bottom of its single page “for premises at No. 1 with Nos. 4 and 5 added”. What are the premises at No. 1? Where are presumably paragraph “No. 1” and Nos. 2 and 3?
 - d. Moreover, since paragraph 6 of the Church document refers to a mortgage “Dated November 30, 1977” and PAC was signed on July 16, 1975, where are paragraph 6 and who knows what other paragraphs of the Church document as it stood all the way to its end on that date of 1975? What kind of mix and match of incomplete documents is this?!
3. There is another document whose first printed line is “U.S. Department of Housing and Urban Development”. It is referred to here as the HUD document and appropriately enough, for how did HUD the institution become involved in any of these mortgages at all? That cannot be fathomed from this document, whose first sequential section is “L. Settlement Charges” and its last is “N. Net Settlement”. This document most likely forms part of something else which was not produced. As a matter of fact, it is titled “Optional Form for Transactions without Sellers”. “Optional” in what kind of standard “Transactions”? Hence, this document is incomplete. It is nonetheless very interesting.
- a. Indeed, the HUD document introduces yet another party that was not mentioned at the 341 meeting, to wit, Lyndon Guaranty Bank of New York, as lender. So when and how did the present holder of the mortgage contract, Genesee Regional Bank, as stated in Schedule D of the DeLanos’ petition, come into the picture? If Genesee was formerly known as Lyndon, where is the document that attests to that change of name so as to exclude that there was a refinancing by Genesee of a mortgage loan originally made by Lyndon?
 - b. Something else comes in through the HUD document, for the box “Name & Address of Borrower:” is filled in thus:

David G. DeLano
 Mary Ann DeLano
 1262 Shoecraft Road
 Webster, NY 14580

However, the box “Property Location: (if different from above)” is filled in differently:

David G. DeLano
 Mary Ann DeLano
 1262 Shoecraft Road
Penfield, NY 14580 (emphasis added)

It is reasonable to ask how the DeLanos live in Webster but the property that is the subject of the mortgage is located in Penfield. This brings to mind the Church document, whose first line is “4. Church of the Holy Spirit of Penfield New York”.

- c. The HUD document also shows a quite strange 3.75” square of white space in the middle of the right column. What was that space left empty for? Was it always empty?
- d. The HUD document concerns a loan for \$95,000. Financial institutions, however, rarely make a mortgage loan for 100% of the value of the property that secures it; rather, they make it for less, and depending on the credit rating of the borrower and other debts, even for considerably less. Given the deplorable credit history of the DeLanos as portrayed by each of the credit bureau reports already produced, at what value was this property located in Penfield appraised for this “Settlement” dated “April 23, 1999”?

- e. In this vein, what was being 'settled' by this HUD document?
- f. Neither the HUD document nor the other documents make any reference to the loan of \$59,000 from ONONDAGA Bank.

The above analysis should suffice to show that the documents produced are incomplete. Why their production was made thus needs to be investigated and determined. Obviously, the DeLanos must produce the missing parts; but this time not just as photocopies of what Att. Werner considers "relevant". Rather, the whole **originals** of the documents bearing on mortgages on, and title to, any and all of their real property must be produced and then we make the copies.

The other two documents in the stapled bundle, one by Colony Abstract Corporation consisting of two pages and the other by Four Corners Abstract Corporation with four pages; and the single loose page document titled "Mortgage Closing Statement" raise many more questions. However, the evidence shows that you are neither willing nor able to find the answer to them.

The fact is that for weeks you pretended to be investigating the DeLanos while, as it turned out undisputedly, you were not and first asked for documents by your letter of April 20, 2004, sent at my instigation. You allowed the DeLanos not to produce any documents for months and then conveniently moved to dismiss on June 15, 2004. You have refused to subpoena any documents and have even claimed that you do not know whether you have power to subpoena. When the DeLanos untimely moved to disallow my claim in a transparent attempt to eliminate me from the case, you gave your tacit approval, for handling this case would be so much easier for you too if I were not around requesting that you investigate it, as you are required to do and I am entitled to request that you do under 11 U.S.C. §§704(4) and (7).

When Judge John C. Ninfo, II, suspended every other court proceeding in the case until the DeLanos' motion to disallow is determined and all its appeals are resolved, you pretended to have been thereby forbidden to conduct the adjourned 341 meeting. It took me a lot of effort, time, and money to appeal to all your superiors to get you to agree to hold it; yet you wanted to limit it to one hour, thus disregarding the series of meetings implied by §341. Nor did you object to Judge Ninfo's court proceedings suspension, although it not only lacks any basis in law, but also redounds to the detriment of each and all the other 20 creditors in this case, whose interests you are supposed to represent. Were you true to your duty to them, you would be advocating for me to remain on the case because through my efforts the other creditors stand the chance of being paid 100% of their claims if assets concealed by the DeLanos are found, while without me the creditors will at best get the meager 22¢ on the dollar that the DeLanos propose to pay under their debt repayment plan, with which you are satisfied, for a saving to them of \$144,660 plus all the interest that will not accrue and that they will not have to pay. On whose side are you?

That question is warranted by your attitude at the 341 meeting. There the DeLanos were supposed to be examined by answering the questions of the creditors. Instead, you allowed Att. Werner to force himself to be heard as much as both of the DeLanos, although neither he nor you could provide any basis in law for such conduct, let alone for his micromanaging the meeting under the threat of walking out of it together with the DeLanos if I did not limit myself to shooting questions at the pace he wanted. Nonetheless, you must know, as certainly as Att. Werner does, that a 341 meeting is neither a deposition nor a court proceeding subject to the Federal Rules applicable to an examination in court, nor is it a "341 Hearing", as he mistakenly but revealingly calls it in his February 16 letter.

In fact, creditors are mostly lay people that know little and are not required to know anything about the Federal Rules to attend and participate in such a meeting. They are there just to ask questions as they would in any other setting, except that they are legally entitled to distrust the debtors and treat them as if they had committed fraud. As for you, who are supposed to work “for the benefit of general unsecured creditors whom the trustee represents”, as stated under §704 and its Legislative Report, you were required to adopt that inquisitorial attitude toward the debtors, as is unequivocally provided under §343 in its Statutory Note thus:

The purpose of the examination is to enable creditors and **the trustee** to determine if assets have improperly been disposed of or concealed or if there are grounds for objection to discharge.
(emphasis added)

Far from adopting that legally required attitude, you once more allowed Att. Werner to refuse to produce any documents to account for the scores of thousands of dollars that the DeLanos have charged since “1990 and prior card purchases”, a phrase that they used 15 times in their Schedule F. Incidentally, the word “purchase” is normally used when one buys goods rather than when one pays for services. Since the DeLanos stated that they have not taken a vacation in two years and anyway do not go on expensive vacations or eat out expensively, it is all the more pertinent to ask what goods they bought and where they are. It sounds like a question that stands to reason. They can answer it by producing their credit card statements for the period that they themselves put in play. But you refused my request that they produce them.

Nor is your curiosity as a trustee that must look for ‘improperly disposed of or concealed assets’ any better. It is not piqued by even the fact that for over 15 years the DeLanos have made such credit card purchases without restraint and accumulated a credit card debt of a whopping \$98,092, but at the end of their two worklives, including Mr. DeLano’s 32 years as a bank officer and, as stated in Schedule I, currently as a *loan* officer at M&T Bank, who as such is an expert in managing borrowed money, they claimed in Schedule B that their household goods are worth just \$2,910! That claim defies common sense and should have intrigued you enough to investigate. It is even ludicrous given that the DeLanos earned more than 100 times that amount in just three years, that is, \$291,470 in the 2001-03 fiscal years, according to their petition and the 1040 IRS forms that they produced. Nonetheless, you would not ask them to produce checking and savings account statements of even those recent years to determine their earnings’ whereabouts. You refused my request although today many banks make account statements for the last few years available online and some even accompany them with the images of the cancelled checks, so that it would have been quite easy for the DeLanos to produce and for you to obtain them, not to mention that they have an obligation to keep the statements that they have received.

What is more, you allowed Att. Werner to say repeatedly at the meeting that if I want any such documents, I have to subpoena them myself. However, it is patently obvious that since the DeLanos are petitioning to be permitted to escape having to pay all their debts to the detriment of the creditors, it is their obligation, not the creditors’, to prove that they deserve that permission because their claims in the petition are true and supportive of bankruptcy relief. In addition, it is not my legal responsibility to conduct any investigation of the debtors. It is yours. And how could you have failed to take issue with Att. Werner’s admission that he destroyed documents that the DeLanos provided him for the preparation of their petition? That is a felony so serious that under 18 U.S.C. §1519 it carries a maximum sentence of 20 years in prison! Is it because he destroyed documents that he cannot produce them now?

Likewise, you accepted uncritically the testimony of the DeLanos at the 341 meeting that at present they have only one credit card, namely, the one issued by First Premier Bank that Mr. DeLano uses every three months to pay for his medication, whereas Mrs. DeLano has none at all. However, for more than 15 years they have had scores of credit cards and have used them in a skip and pay pattern so that they have failed to make their minimum payments a staggering 279 times at least. It is highly unlikely that people like them would all of a sudden give up their habit of using credit cards as means of payment, let alone that Mrs. DeLano now pays cash for all her expenses. The implausibility of those statements is corroborated by the facts: The last credit bureau reports requested on July 23 and 26, 2004, show that as of that very month the DeLanos made payments on more than one credit card.

Credit Cards on Which the DeLanos Made Payments Between Just January and July 2004

	Credit reporting agency	Date of report	Person reported on	Credit card issuer	Credit card account no.	Date of last payment & amount if stated in the report
1.	Equifax	July 23, 04	David D.=D	Capital One	4388 6413 4765*	January 2004
2.				Capital One Bank	4862 3621 5719*	February 2004
3.			D	Genesee Regional Bank		June 2004
4.	Equifax	July 23,04	Mary D.=M	Capital One	4862 3622 6671*	February 2004
5.	Experian	July 26, 04	D	Bank of Ohio	4266 8699 5018	May 2004: \$197
6.			D	Bk I TX	4712 0207 0151...	May 2004: \$205
7.			D	Fleet M/C	5487 8900 2018...	May 2004: \$172
8.			D	HSBC Bank USA	5215 3170 0105...	February 04: \$160
9.			D	MBGA/JC Penney	80246...	July 2004: \$57
10.			D	First Premier Bank	4610 0780 0310...	July 2004: \$48
11.	Experian	July 26, 04	M	Fleet M/C	5487 8900 2018...	May 2004: \$172
12.			M	MBGA/JC Penney	80246...	July 2004: \$57
13.	TransUnion	July 26, 04	M	JC Penney/MBGA	1069 9076 5	July 2004

Given that the stay that became effective upon the DeLanos filing their petition in January 2004, barred the credit card issuers from undertaking collection efforts, there would be no reason for the DeLanos to pay old charges. They must have made those payments to their credit cards to keep them current so that they can continue using them.

Now Att. Werner submits these documents, though **1)** incomplete due to his self-serving determination of their relevancy; **2)** incapable of explaining the flow of mortgages over the years and their sediment of equity in the DeLanos' home; and **3)** at odds with information provided by the DeLanos previously. He too should have known better than to submit them, for according to his own statement at the hearing on July 19, 2004, he 'has been in this business for 28 years'. By the same token, he should know that he is subject to the constraints of FRBkrP Rule 9011(b) and to the NY Code of Professional Responsibility: Canons and Disciplinary Rules, in particular DR 7-102, all the time.

So what could possibly have led Att. Werner to think that these documents would pass muster with you, Trustee Reiber? Did he know that you just humored me at the 341 meeting on February 1, but that in the end you would not make on him any requirement other than what could be met with this pretense of a document production? Is he aware that you have a conflict of interests, for on March 8, 2004, you vouched in open court for the good faith of the DeLanos' petition before you ever requested them any supporting document, and now you would incriminate yourself if you were to conduct a proper investigation that demonstrated that the DeLanos have committed fraud, particularly concealment of assets, and that you could have suspected that if only you had read critically their petition, let alone requested of them proof for their implausible and intriguing claims?

If you can assess the character and determination of a person, you must know that, if you do not, I will find evidence for my assertions. It will indict your competency and due diligence, to begin with. This is the moment for you to cut your losses; otherwise, you will dig yourself into a deeper hole from which you will be unable to come out. Therefore, I respectfully request that you:

1. recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; if you refuse to do so,
2. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that are unrelated to the parties and with whom neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to any such property; **b)** determine the value of their equity and outstanding debts; and **c)** *follow the money!*, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" to date;
3. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a. current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion; and
 - b. the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks;
4. request that the DeLanos:
 - a. produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date, the period that they put in play in Schedule F;
 - b. state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
 - c. attend a 341 meeting in the afternoon of Monday, February 28, or the morning of March 1, where they must produce the originals of all the title and mortgage documents that they have and answer questions about those that Att. Werner produced. Please note that the evidentiary hearing on the motion to disallow is scheduled for March 1, at 1:30 p.m.

I would appreciate it if you would call me as soon as possible to discuss this letter and let me know where you stand on the issues raised here and the requests that I have made.

Sincerely,

Dr. Richard Cordero

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

GEORGE M. REIBER
JAMES W. WEIDMAN

February 24, 2005

585-427-7225
FAX 585-427-7804

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

Dear Mr. Werner,

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

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage.

Thank you for your cooperation and consideration.

Very truly yours,

GEORGE M. REIBER

GMR/mb
XC: Dr. Richard Cordero (FAX)

March 10, 2005

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

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

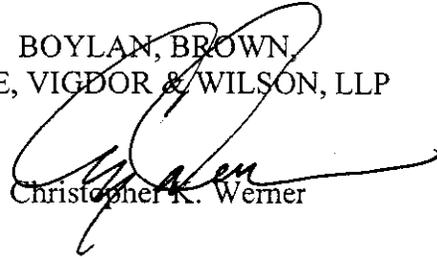
Dear Mr. Reiber:

In response to your letter dated February 24, 2005, we enclose herewith the County Clerk's records of discharge of Columbia Banking mortgages as filed June 13, 1988 and June 14, 1998, together with Discharges of Mortgage by M&T Bank filed April 28, 1999, September 1, 1999 and April 10, 2000, to the extent they may also be relevant.

I have not reviewed the actual documents themselves, but only the electronic records index with the County Clerk. If you think it's necessary, a complete title search will have to be obtained to establish the outstanding liens. Please advise.

Very truly yours,

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

CKW/trm
Enclosures

cc: David G. and Mary Ann DeLano
Mr. Richard Cordero

Dr. Richard Cordero

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

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

March 19, 2005

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

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

Dear Mr. Werner,

I have received a copy of your letter to Trustee George Reiber of 10 instant. However, I did not receive the enclosures. I trust you remember what Trustee Reiber told you in his letter to you of June 16, 2004:

I notice that you did not copy Dr. Cordero in on your correspondence. I will be forwarding him copies of everything you have sent me. In the future, please make sure Dr. Cordero is copied on everything. I do not intend to be a conduit for information being passed between parties in interest.

It is appropriate to note that:

- 1) you refused for months to provide the Trustee and me any documents concerning the DeLanos, so much so that he moved to dismiss "for unreasonable delay";
- 2) subsequently, you failed to produce all the documents requested by Trustee Reiber, as I showed in Table 1 of my letter to you of September 29, 2004;
- 3) you also failed to produce the documents that I requested from you pursuant to his letter to both of us of March 12, 2004; and
- 4) you refused to provide me with even a single document that I requested to defend against your motion to disallow my claim against Mr. DeLano.

Do you think that an objective observer informed of all the facts may find it reasonable to be concerned that you may still be reluctant and even fail to provide me with a copy of all the documents that you or the DeLanos have or that you send to the Trustee?

In this vein, it is appropriate to ask you whether you think that an impartial trier of facts may deem your failure to copy me in on enclosures to the Trustee despite his express instruction for you to do so as evidence that you might not copy your clients on correspondence that I send you.

Therefore, I respectfully request that you send me a list of all the documents that you have sent to Trustee Reiber in connection with his request at the examination of the DeLanos on February 1, including those referred to in the above-mentioned letter to him of March 10, and that you also send me a copy of all such documents themselves.

Sincerely,

Dr. Richard Cordero

March 24, 2005

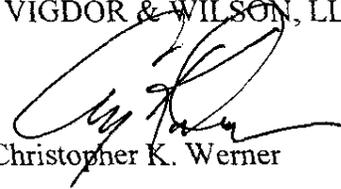
Dr. Richard Cordero
59 Crescent Street
Brooklyn, New York 11208

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

Dear Dr. Cordero:

Enclosed please find copies of the enclosures to our letter to Trustee Reiber of March 10, 2005, which were apparently omitted from your copy of the correspondence. These documents are also a matter of public record and are accessible to the public at the website indicated at the bottom of the documents.

BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP


Christopher K. Werner

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



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Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	1	S014190142	Y			

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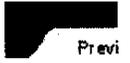
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DELANO MARY ANN	DSCHARGE	2
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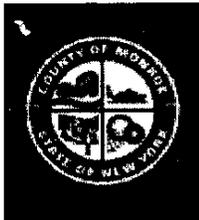
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DSCHG OF MTG	S04	2	S024240500	Y	N		



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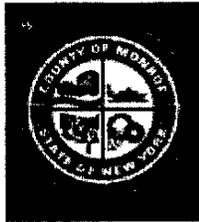
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Name	Party Desc	Party Type
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DSCHG OF MTG	S04	2	S023780187	Y	N		



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Dr. Richard Cordero

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

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

March 29, 2005

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

faxed to 585-427-7804

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

Dear Trustee Reiber,

I received a copy of the letter that Christopher Werner, Esq., sent you on 10 instant. However, he failed to send me the enclosures. So I wrote to him on March 19 and let him know that by not sending them to me, he had disregarded what you had told him in your letter to him of June 16, 2004:

I notice that you did not copy Dr. Cordero in on your correspondence. I will be forwarding him copies of everything you have sent me. In the future, please make sure Dr. Cordero is copied on everything. I do not intend to be a conduit for information being passed between parties in interest.

Now I have received a letter from him, dated March 24, containing 14 printouts of screenshots of index pages on the website of the Monroe County Clerk's Office, of which I am sending you a copy. I can only assume that they represent a copy of everything in the enclosures that he sent you. But even Att. Werner can realize that they have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor reference to the involvement in the mortgage of the U.S. Department of Housing and Urban Development (HUD), etc. They are useless to prove anything!

Mr. Werner may have realized it, which would explain why he wrote in his letter to you:

I have not reviewed the actual documents themselves, but only the electronic records index with the County Clerk.

That statement does not secure for Att. Werner plausible deniability. What he did send show that those documents are objectively incapable of providing the information that you requested from him. Indeed, in your letter of last February 24 you wrote to him thus:

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage. Thank you for your cooperation and consideration.

In light of your concerns thus expressed, how could Att. Werner think that by not checking the documents and instead sending useless screenshots he was making a reasonably calculated effort to provide the necessary information to put your concerns to rest? Did he expect you to do his homework for him by going to the County Clerk's website to look for "the actual documents themselves" and determine whether they contained the information concerning the mortgage to Columbia and HUD's involvement?

Hence, it is most intriguing that you did not protest to Att. Werner for having sent you those useless screenshots. Did you even look at the documents that he sent you? Did you ever intend to look at them when you expressed your concerns about the DeLanos' mortgages? The foundation for these questions is that **1)** only after I faxed to you my letter of February 22 where I pointed out the insufficiency of the documents that Att. Werner had produced with his letter of February 16 did you write to him to express those concerns on February 24; **2)** only after I stated my objections of March 4, 2004, to the confirmation of the DeLanos' debt repayment plan and had to keep insisting on the basis of 11 U.S.C. §704(4) and (7) that you obtain supporting documents from them did you ask Att. Werner for any documents whatsoever in your letter of April 20, months after they had filed their petition of January 26, 2004; **3)** only after I had to appeal all the way to the Trustees' Office in Washington, D.C; to exercise my right to examine the DeLanos did you give up your refusal to hold such examination; etc. There is a pattern here: Only if I keep pushing you to obtain information do you ask for it. Would it appear to a reasonable person informed of all the circumstances that you rubberstamped the DeLanos' petition and now are asking for documents just to humor me but with no intention to find out what their financial situation is? Are you wasting my effort, time, and money by dragging me through a charade?

These circumstances beg the question whether Att. Werner sent you but not me those documents on March 10 because he expected you not to look at them, let alone notice their uselessness, while he knew that I would. This is supported by the fact that it was I who raised the question about mortgages at the examination of the DeLanos on February 1, 2005, in your office. Then you asked for documents from them and Att. Werner. Mr. DeLano stated that he had those documents at home. You gave them two weeks to produce them. So why do they take two months not to produce them? Why did they send you useless screenshots when they could have sent you copies of the documents that Mr. DeLano admitted he had at home? The answer is that this is part of their pattern of refusal to produce documents and so much so that months after you requested, at my instigation, documents from them and received none, you moved for dismissal on June 15, 2004, for "unreasonable delay".

By now it should be obvious to you too that the delay is not just unreasonable, it is intentional. If the DeLanos were in real financial difficulty so as to justify their filing for bankruptcy and they could establish the good faith of their petition by producing documents that they even admit having at home, it would be irrational for them to be throwing away thousands of dollars in legal fees to have Att. Werner for more than a year withhold those documents and others that you have requested, not to mention all those that I have requested. Their conduct, however, is rational if those documents are so incriminating that out of self-preservation they feel they must conceal them. In so doing, they are only managing to violate time and again the provision at 18 U.S.C §152(8) on 'the concealment or destruction of documents in contemplation of or after filing a bankruptcy petition and relating to the financial affairs of the debtor'.

Just as the DeLanos have chosen to keep compounding their initial fraud in what they chose to state in their petition rather than cut their losses by admitting what they did and bargain for a plea, you, Trustee Reiber, must choose your stance toward the indisputable fact of their concealment of documents. Therefore, I ask once more the same question that I asked at the examination last February:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage

loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The answer is in the documents that they are so intent on not producing. However, the answering documents are not just those relating to mortgages, but also those that show the whereabouts of the money that the DeLanos have earned for so many years, including the \$291,470 in the 2001-03 fiscal years alone, and that today should be reflected in their all but 100% equity in their home at 1262 Shoecraft Road in Webster. If in the 29 years since their 1976 mortgage they have barely managed to acquire ownership of one fifth of their home appraised at \$98,500 in November 2003, what else have they instead managed to acquire?

Therefore, I respectfully request that you:

5. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that is unrelated to the parties and with which neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to **any** such property; **b)** determine the value of their equity and outstanding debts; and **c)** follow the money!, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" -the period that they put in play 15 times in Schedule F- to date;
6. request that the DeLanos:
 - a. produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date; and
 - b. state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
7. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a. the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks; and
 - b. current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion;
8. if you are not willing or able not just to ask for, but also obtain the necessary documents, including those already requested but still not produced, recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; and
9. send me copies of documents that Att. Werner may send you, without prejudice to his obligation to send them directly to me.

I look forward to receiving a written response from you at your earliest convenience.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

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

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

April 19, 2005

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

faxed to (212) 668-2255

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

Dear Trustee Martini,

Please find herewith a copy of my Designation of Items and a Statement of Issues relating to my appeal to the District Court from Judge Ninfo's decision of 4 instant in the DeLano case. Through the appellate process I will argue the suspicious circumstance that neither Judge Ninfo, Trustee Reiber, nor Trustee Schmitt wants to investigate Mr. David DeLano, a 32 year veteran of the banking industry and currently a loan officer who files for bankruptcy after earning together with his wife in just the 2001-03 fiscal years \$291,470, whose whereabouts nobody wants to find out. Must Mr. DeLano be protected lest he talk about compromising bankruptcy goings-on?

Now there is the issue of the DeLanos' mortgages, about which Trustee Reiber appears not to want to learn too much. Indeed, at the examination of the DeLanos, which took place only after overcoming the Trustee's opposition, I raised the following question:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

Only at my instigation did Trustee Reiber ask for clarification after the DeLanos' attorney provided incomplete mortgage information. His response was even more unsatisfactory: printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office that have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc.

Despite my request, the Trustee has not commented on such useless documents, which I faxed to you on March 29. I am still entitled to an answer from him for the same reasons that he held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how he, or for that matter you, as an officer of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057(a). Not to do so would aid and abet fraud.

Thus, I respectfully request that you replace Trustee Reiber by a trustee capable of investigating this matter or report it under §3057 to the DoJ in Washington, not Rochester or Buffalo. Please let me know what you intend to do.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

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

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

April 21, 2005

Kathleen Dunivin Schmitt, Esq.
Assistant U.S. Trustee
Federal Office Building
100 State Street, Room 6090
Rochester, NY 14614

faxed to (585) 2635862

Re: §341 examination of the DeLanos, dkt. no. 04-20280

Dear Trustee Schmitt,

I have not received your answer to my request in my letters to you of March 1, 10, and 21 that you state your position on my letter to Trustee Reiber of February 22. It is quite suspicious that neither you, Trustee Reiber, nor Judge Ninfo want to investigate Mr. David DeLano, a 32 year veteran of the banking industry and currently a bank loan officer who files for bankruptcy after earning together with his wife in just the 2001-03 fiscal years \$291,470, whose whereabouts nobody wants to find out. Must Mr. DeLano be protected lest he talk about compromising bankruptcy goings-on?

Now there is the issue of the DeLanos' mortgages, about which Trustee Reiber appears not to want to learn too much. Indeed, at the examination of the DeLanos, which took place only after overcoming Trustee Reiber's opposition, I raised the following question:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

Only at my instigation did Trustee Reiber ask for clarification after the DeLanos' attorney provided incomplete mortgage information. His response was even more unsatisfactory: printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office that have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc.

Despite my request, the Trustee has not commented on such useless documents, which I faxed to you on March 29. I am still entitled to an answer from him for the same reasons that he held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how he, or for that matter you, as an officer of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057(a). Not to do so would aid and abet fraud.

Hence, I respectfully request that you replace Trustee Reiber by a trustee capable of investigating this matter or report it under §3057 to the DoJ in Washington. Please do reply to this letter.

Sincerely,

Dr. Richard Cordero

Dr. Richard Cordero

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M.B.A., University of Michigan Business School
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April 21, 2005

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

faxed to 585-427-7804

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

Dear Trustee Reiber,

Please find herewith a copy of my Designation of Items and a Statement of Issues relating to my appeal to the District Court from Judge Ninfo's decision of 4 instant in the DeLano case.

By contrast, I have not received your response to my letter of March 29, where I requested that you comment on the submission to you at your request by Att. Werner of information about the DeLanos' mortgages. What he submitted with his letter of March 24 consisted of printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office. If you are satisfied with his submission, I would like to know why, for those index pages, as I pointed out, have neither beginning nor ending dates of a transaction, nor transaction amounts, nor property location, nor current status, nor an explanation for HUD's involvement in the mortgage, etc. If, on the contrary, you are not satisfied, I would also like to know why and what you intend to do about securing the information that you requested when in your February 24 letter you asked him thus:

Thank you for sending me the Abstract information regarding the debtors' property. I note that the 1988 mortgage to Columbia, which later ended up with the government, is not discharged of record or mentioned in any way, shape or form concerning a payoff. What ever happened to that mortgage? According to the Schedules, the only mortgage in existence is the Lyndon mortgage. Thank you for your cooperation and consideration.

I am still entitled to an answer from you for the same reasons that you held the examination of the DeLanos last February although I was the only one to ask for and attend it: because I am a party in interest. Whatever Judge Ninfo determined as to my status as a creditor, which I am contesting on appeal, and as to my future participation in court proceedings, it does not affect how you, as an officer working on behalf of the Executive, not the Judicial, Branch, should treat me. Moreover, if a member of the public submitted to you evidence of bankruptcy fraud in a case in which he was not even a party in interest, you would still have to investigate it or have it investigated under 18 U.S.C. §3057. Not to do so would aid and abet fraud. In the DeLanos' case, there is evidence of their fraud, beginning with the \$291,470 that they earned in just the 2001-03 fiscal years and whose whereabouts nobody knows, particularly since you have refused to ask them for documents, such as bank account statements, that could show where that money is.

In addition, you have the question of their mortgages, which remains unanswered and as relevant to the issue of their concealment of assets, on which Judge Ninfo's decision has no bearing whatsoever, as it was when I asked it at the examination last February 1, to wit:

If the DeLanos obtained a mortgage loan of \$32,000 from Monroe Bank in 1976; and another mortgage loan of \$59,000 from M&T Bank in 1988 as well as another mortgage loan of \$59,000 from ONONDAGA Bank in 1988; and yet another mortgage loan for \$95,000 from Genesee Regional Bank, and as stated by them, they made all

their installment payments, how is it that they end up 29 years later having a home equity of only \$21,416 and still owe a mortgage debt of \$77,084, as they declared in Schedule A of their petition?

The facts contained in that question, which the DeLanos admitted at their February 1 examination or provided in their bankruptcy petition, and the fact that they have obstructed finding its answer by refusing to produce documents, so much so that you moved to dismiss their case, constitute credible evidence for the belief that they have committed bankruptcy fraud. That belief is strengthened by the fact that in the 29 years since their 1976 mortgage they have barely managed to acquire ownership of one fifth of their home appraised at \$98,500 in November 2003. So where have they put the hundreds of thousands of dollars that they have earned since?, a most pertinent question because at their examination they stated that they have lived a modest life, have not taken expensive vacations, eaten at fancy restaurants, or made luxury purchases.

Therefore, I respectfully request that you:

1. hire under 11 U.S.C. §327 a highly reputed title search, appraisal, and accounting firm(s) that is unrelated to the parties and with which neither you nor your attorney, James Weidman, Esq., have ever worked, to investigate the DeLanos' mortgages and real and personal property in order to **a)** establish a chronologically unbroken title to **any** such property; **b)** determine the value of their equity and outstanding debts; and **c)** *follow the money!*, from the point of its being earned by each of the DeLanos since "1990 and prior credit card purchases" -the period that they put in play 15 times in Schedule F- to date;
2. request that the DeLanos:
 - a. produce a list of their checking, savings, and debit card accounts since '1990 and prior years' to date; and
 - b. state the name of the appraiser that appraised their home in November 2003, and his or her address and phone number;
3. use your power of subpoena, cf. F.R.Bkr.P. Rules 9016 and 2004(a) and (c), and F.R.Civ.P. Rule 45, to subpoena from the respective institutions the following documents:
 - a. the monthly statements of the DeLano's checking, savings, and debit card accounts, their current balances, and copies of their cancelled checks; and
 - b. current reports from each of the three credit reporting bureaus, namely, Equifax, Experian, and TransUnion;
4. if you are not willing or able not just to ask for, but also obtain the necessary documents, including those already requested but still not produced, recuse yourself from this case so that an independent trustee, unrelated to the parties, unfamiliar with the case, unhampered by any conflict of interest, and capable of conducting a zealous, competent, and expeditious investigation of the DeLanos be appointed; and
5. send me copies of documents that Att. Werner may send you, without prejudice to his obligation to send them directly to me.

I look forward to receiving a written response from you at your earliest convenience.

Sincerely,

Dr. Richard Cordero

July 19, 2005

VIA MESSENGER

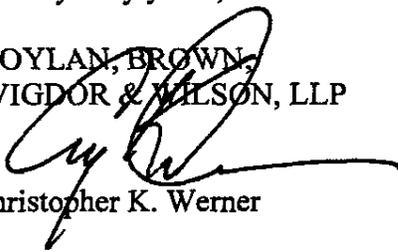
Hon. David G. Larimer
United States District Court
100 State Street
Rochester, New York 14614

**Re: Dr. Richard Cordero vs. David G. and Mary Ann DeLano
Case No. 05-cv-6190L**

Dear Judge Larimer:

This law firm represents David G. and Mary Ann DeLano with respect to the above matter. Enclosed please find our Statement in Opposition to Cordero Motion to Stay Confirmation and Other Relief. Thank you for your courtesy.

Very truly yours,


BOYLAN, BROWN,
CODE, VIGDOR & WILSON, LLP

Christopher K. Werner

CKW/trm
Enclosure

cc: David G. and Mary Ann DeLano
Dr. Richard Cordero ✓
George M. Reiber, Esq.
David D. MacKnight, Esq.

UNITED STATES DISTRICT COURT
COUNTY OF MONROE STATE OF NEW YORK

Dr. Richard Cordero,
Appellant/Creditor,

-vs-

David G. Delano and Mary Ann Delano,
Respondents/Debtors.

**STATEMENT IN OPPOSITION
TO CORDERO MOTION TO
STAY CONFIRMATION AND
OTHER RELIEF**

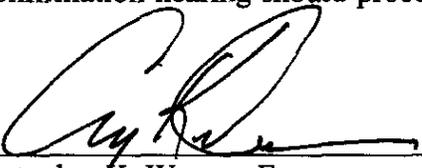
Case No. 05-cv-6190L

DAVID G. DELANO and **MARY ANN DELANO**, by their attorneys, Christopher K. Werner, Esq., of counsel to Boylan, Brown, Code, Vigdor & Wilson, LLP, state in response and opposition to Richard Cordero's pending Motion before this Court, as follows:

1. Richard Cordero sets forth no substantive basis for any of the relief requested in his current Motion, nor does he have any interest in the DeLano matter whatsoever, as determined by Judge Ninfo on his Order on the Debtors' objection to his claim.

2. Mr. and Mrs. DeLano have been delayed for approximately one (1) year in the confirmation of their Chapter 13 Plan and the confirmation hearing should proceed as currently scheduled.

Dated: July 19, 2005



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

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