

Dr. Richard Cordero, Esq.

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
Dr.Richard.Cordero.Esq@gmail.com
tel. (718) 827-9521

February 3, 2009

Mr. Luis A. Velez, Jr.
Chief Unit
FBI Public Corruption Unit
Washington, D.C. 20535-0001

emailed to Luis.Velez@ic.fbi.gov
tel. (202)324-5467

Dear Mr. Velez,

Thank you for taking my call earlier this morning. After your letter of January 15 on [page 2](#), infra, is the October 6 [cover letter to the FBI](#) on one side of one page concerning the evidence of a bankruptcy fraud scheme that involves public officers and my struggle to get a response from reluctant FBI and DoJ field offices in NYC, Buffalo, and Rochester.

On [page 4](#) is a summary of the case on one side of a page. I wish you would read it, for it may dispel any doubts that you may have about the factual basis of my contention that there is corruption involving federal officers.

It will also shed light on why those field offices were reluctant to investigate their own colleagues and friends in either the small federal building in Rochester or the former AUSA colleague and later powerful 2nd Circuit Chief Judge John Walker, Jr. I have correspondence from them to back up this contention.

The FBI can take an easy first step to start this investigation, namely: issue a subpoena to **M&T Bank**, 255 East Avenue, Rochester, NY, tel. (800)724-8472, 585-546-0501, fax: 585-546-0550, (585)546-7584, <http://www.mandtbank.com/>, for the bank account statements of its 39-year veteran banker and **Bankruptcy Officer David Gene DeLano**, SS 077-32-3894, a bankruptcy system insider, who together with his wife Mary Ann, SS 091-36-0517, filed for bankruptcy precisely three years before going into their golden retirement without the **Bankruptcy Judge John C. Ninfo, II**, WBNY, ordering him to produce a single document to support the petition or show the whereabouts of \$673,657 known assets (see [page 5](#)).

Those documents (cf. proposed subpoena, [page 253](#)) can then be compared with Mr. DeLano and his wife's bankruptcy petition ([page 11](#)). For context, see the Statement of Facts (page 144=[US:2442§IX](#)).

If Mr. DeLano and his wife were indicted for bankruptcy fraud through concealment of assets, he could trade up in plea bargaining by disclosing the participation of higher ups in the fraud scheme and other forms of official wrongdoing.

Thanks to you and your insightful due diligence the running of the scheme and its cover up could be discovered involving:

1. the Bankruptcy Judge (page 150=[US:2448§D](#));
2. the District Court (page 153=[US:2451§IX](#));
3. the Circuit Court for the 2nd Circuit (page 155=[US:2453§F](#)); and
4. the U.S. Supreme Court (page 133=[US:2431§I](#));

If so, you could make it to the front pages and TIME as the poster officer for what the FBI should be and for having rendered our nation the public service of cleaning up the judiciary of corruption so that it draws ever closer to the noble goal of administering "Equal Justice Under Law".

I thank you in advance for what you are doing in the name of the Public Corruption Unit and on behalf of the principle that nobody is above the law.

Sincerely,

Dr. Richard Cordero, Esq.



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D. C. 20535-0001

January 15, 2009

Richard Cordero
59 Crescent Street
Brooklyn, NY 11208-1515

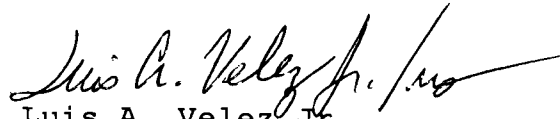
Dear Ms. Cordero:

Your recent communication to the Federal Bureau of Investigation, Public Corruption Unit (PCU), has been received.

The PCU's primary function is program management, policy formulation, training and other administrative duties and responsibilities pertaining to the Public Corruption Program and several other subprograms. The review of potential public corruption and related allegations is reserved for the appropriate field office.

Accordingly, the PCU has not reviewed your materials. However, we have promptly forwarded your information to the New York field office for review. If appropriate, you may be contacted by the New York field office if further information is needed. Should you wish to provide any additional information related to this matter, please furnish the specific details directly to the New York Division located at 26 Federal Plaza, 23rd Floor, New York, NY 10278-0004.

Sincerely yours,


Luis A. Velez Jr.
Unit Chief
Public Corruption Unit

Dr. Richard Cordero, Esq.

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
Dr.Richard.Cordero.Esq@Judicial-Discipline-Reform.org
tel. (718) 827-9521

October 6, 2008

Mr. James H. "Chip" Burrus, Jr.
FBI Asst. Dir. for the Criminal Investigative Division
935 Pennsylvania Avenue, NW
Washington, D.C. 20535-0001

tel. (202) 324-3000

Dear Mr. Burrus,

Here is a copy of my petition to the Supreme Court for a writ of certiorari that I served on the Solicitor General. I respectfully request that you **a.** ask him to seek review and **b.** have your Washington, D.C., officers investigate the facts below and in the petition, for they reveal a bankruptcy fraud scheme run with the participation or toleration of federal local officers and judges.

This case illustrates the finding that led Congress to adopt the Bankruptcy Abuse Prevention Act of 2005: "the absence of effective oversight to eliminate abuse in the system"; HR Report 109-31. The failure to oversee the system of both the Executive Office of the U.S. Trustee (EOUST) and unaccountable life-tenured federal judges and their bankruptcy judicial appointees has allowed the two most insidious corruptors to drive the scheme: lots of money and unaccountable power.

In brief, this case deals with **1)** Mr. David DeLano, of Rochester, NY, a 39-year veteran of the financing and banking industries, who filed a voluntary bankruptcy petition with his wife in preparation for their golden retirement while he was and remained a bankruptcy officer of a major bank, M&T Bank. His **2)** Chapter 13 trustee was allowed to amass the unmanageable load of 3,907 cases, according to PACER, before the same bankruptcy judge, **3)** John C. Ninfo, II, WBNY, who was the former law firm partner of the lawyer for Mr. DeLano and M&T and before whom **4)** Mr. DeLano's other lawyer has had over 525 cases. **5)** So they allowed the whereabouts of at least \$673,657 of the DeLanos' to remain unknown -\$291,470 earned in just the three years preceding the filing of the petition, where the DeLanos declared only \$535 in hand and on account! This red flag was disregarded by J. Ninfo, who is the *re*appointee of **6)** Former CA2 Chief J. John Walker, Jr., a former U.S. attorney in **7)** the NY City office, which is the next door neighbor of the U.S. District Court now housing CA2 and previously headed by **8)** Former Chief District Judge Michael Mukasey. **9)** That NYC office just happened to "not find" twice my mailed request for a bankruptcy fraud investigation; after I handed it in and relentlessly kept requesting a review of the supporting evidence, it would only forward it to **10)** the U.S. Attorney's Office in Buffalo, NY, which only referred it to, and relied for dismissing it on, its **11)** field office in Rochester, which in the cozily small federal building there is the next door neighbor of **12)** the Office of the U.S. Assistant Trustee, the one who allowed also the Chapter 7 trustee in this case to amass 3,382 cases before J. Ninfo and who conducted a self-exculpatory investigation of the case upon **13)** EOUST's referral despite my requests to EOUST Clifford White and the U.S. Trustee for Region 2 that an independent trustee conduct it, for one cannot investigate oneself, especially when **14)** avoiding incrimination in the fraud scheme requires not incriminating Insider DeLano, who could then trade up in plea bargaining. **15)** My appeal to the FBI in NYC followed the same path and ended with no investigation. **16)** How many other thousands of cases have been drawn into the scheme and how widely does it extend and how far up does it reach?

I hope that you and your D.C. officers are more concerned about overseeing the integrity of the bankruptcy system and judicial process than DoJ field offices. So I look forward to hearing from you.

Sincerely,

Dr. Richard Cordero, Esq.

with links to [references](#) at Judicial-Discipline-Reform.org/Follow_money/DrCordero_DeLano_summary.pdf

The Salient Facts of The *DeLano* Case

revealing the involvement of bankruptcy & legal system insiders in a bankruptcy fraud scheme

DeLano is a federal bankruptcy fraud case. As part of a cluster of cases, it reveals fraud conducted through coordinated wrongdoing that is so egregious as to betray overconfidence born of a long standing practice: Fraud has been organized into a *bankruptcy fraud scheme*. This case was commenced by a bankruptcy petition filed with Schedules A-J and a Statement of Financial Affairs on January 27, 2004, by the DeLano couple. (04-20280, WBNY) Mr. DeLano, however, is a most unlikely candidate for bankruptcy, for at the time of filing he was already a 39-year veteran of the banking and financing industry and was and continued to be employed by M&T Bank precisely as a bankruptcy officer. He and his wife, a methodical Xerox technician, declared:

1. that they had in cash and on account only \$535 (D:31)¹, although they also declared that their monthly excess income was \$1,940 (D:45); and in the FA Statement (D:47) and their 1040 IRS forms (D:186) that they had earned \$291,470 in just the three years prior to their filing;
2. that their only real property was their home (D:30), bought in 1975 (D:342) and appraised in November 2003 at \$98,500, as to which their mortgage was still \$77,084 and their equity only \$21,416 (D:30)...after making mortgage payments for 30 years! and receiving during that period at least \$382,187...through a string of *eight² mortgages*! (D:341) *Mind-boggling!*
3. that they owed \$98,092 –spread thinly over 18 credit cards (D:38)- while they valued their household goods at only \$2,810 (D:31), less than 1% of their earnings in the previous three years! Even couples in urban ghettos end up with goods in their homes of greater value after having accumulated them over their worklives of more than 30 years.
4. Theirs is one of the trustee's *3,907 open* cases and their lawyer's *525* before the same judge.

These facts show that this was a scheming bankruptcy system insider offloading 78% of his and his wife's debts (D:59) in preparation for traveling light into a golden retirement. They felt confident that they could make such incongruous, implausible, and suspicious declarations in the schedules and that neither the other co-schemers would discharge their duty nor the creditors exercise their right to require that bankrupts prove their petition's good faith by providing supporting documents. Moreover, they had spread their debts thinly enough among their 20 institutional creditors (D:38) to ensure that the latter would find a write-off more cost-effective than litigation to challenge their petition. So they assumed that the sole individual creditor, who in addition lives hundreds of miles from the court, would not be able to afford to challenge their good faith either. But he did. The Creditor analyzed their petition and documents and estimated that the DeLano Debtors had concealed assets worth at least *\$673,657!*

The Creditor requested that the DeLanos *produce documents* as reasonably required from any bankrupt as their bank account statements. Yet the trustee, whose role is to protect the creditors, tried to prevent the Creditor from even meeting with the DeLanos. After the latter denied *every single document* requested by the Creditor, he moved for orders of production. Contrary to their duty to determine whether the Debtors had engaged in bankruptcy fraud by concealing assets, the *bankruptcy judge*, the *district judge*, and the *Court of Appeals* also denied him *every single document* requested. Then *they* eliminated him by disallowing his claim in a *sham evidentiary hearing*. Revealing how incriminating these documents are, to oppose their production the DeLanos, with the trustee's recommendation and the bankruptcy judge's approval, have been allowed to pay their lawyers *\$27,953* in legal fees...although they declared only \$535 in cash and on account! To date \$673,657 is still unaccounted for. *Where did it go* and for whose benefit? How many of the trustee's 3,907 cases have unaccounted for assets? Will the *Supreme Court* cover it *up*? Will *DoJ and the FBI dare investigate* federal judges or their own deferential field officers?

¹ All D:# and <\$77k refs. at http://Judicial-Discipline-Reform.org/Follow_money/DeLano_docs.pdf >§V. ² Id. >§§II & VIII

Summary of the DeLanos' income of \$291,470

+ mortgage receipts of \$382,187 = \$673,657

and credit card borrowing of \$98,092

unaccounted for and inconsistent with their declaration in Schedule B of their voluntary bankruptcy petition (D:23)¹ that at the time of its filing on January 27, 2004, they had in hand and on account only \$535!

Exhibit page #	Mortgages referred to in the incomplete documents produced by the DeLanos to Chapter 13 Trustee George Reiber ^a (cf.Add:966§B)	Mortgages or loans	
		year	amount
D ^b :342	1) from Columbia Banking, S&L Association ²	16jul75	\$26,000
D:343	2) another from Columbia Banking, S&L Asso.	30nov77	7,467
D:346	3) still another from Columbia Banking, S&L Asso.	29mar88	59,000
D:176/9	4) owed to Manufacturers & Traders Trust=M&T Bank	March 88	59,000
D:176/10	5) took an overdraft from ONONDAGA Bank	March 88	59,000
D:348	6) another mortgage from Central Trust Company	13sep90	29,800
D:349	7) even another one from M&T Bank	13dec93	46,920
D:350-54	8) yet another from Lyndon Guaranty Bank of NY	23dec99	95,000
	9) any other not yet disclosed?	Subtotal	\$382,187
The DeLanos' earnings in just the three years preceding their voluntary bankruptcy petition (04-20280, WBNY; D:23)			
2001	1040 IRS form (D:186)	\$91,229	\$91,229
2002	1040 IRS form (D:187) Statement of Financial Affairs (D:47)	\$91,859	91,655
2003	1040 IRS form (D:188) Statement of Financial Affairs (D:47)	+97,648	+108,586
to this must be added the receipts contained in the \$98,092 owed on 18 credit cards, as declared in Schedule F (D:38) ^c		\$280,736 ^d	\$291,470 ^d
		TOTAL	\$673,657

^a The DeLanos claimed in their petition (D:23), filed just three years before traveling light of debt to their golden retirement, that their only real property was their home, assessed on 23nov3 at \$98,500, as to which their mortgage was still \$77,084 and their equity was only \$21,416 (D:30/Sch.A)...after making mortgage payments for 30 years! and having received during that same period at least \$382,187 through a string of eight mortgages! *Mind-boggling!*

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

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

^d Why do these numbers not match?

Links to Access the Files Containing the References

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

http://Judicial-Discipline-Reform.org/DeLano_record/CA1700-2090.pdf

I. D:#, Add:#, Pst:#, SApp:#, CA:# comprising pages 1-2231+ of the *DeLano* cases

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

[D1-102.pdf](#) [D103-202.pdf](#) [D203-300.pdf](#) [D301-424.pdf](#) [D425-508q.pdf](#)
[Transcript.pdf](#)
[Add509-710.pdf](#) [Add711-910.pdf](#) [Add911-1170.pdf](#) [Pst1171-1500.pdf](#)
[SApp1501-1699.pdf](#) [CA1700-2090.pdf](#) [CA2091_end.pdf](#)

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

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

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

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

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

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

**The judges' 'eroded morale over stagnant compensation'
is aggravated by the corruptive power of the lots of money
available in bankruptcy and
both factors lay the basis for a bankruptcy fraud scheme**

(excerpt from Dr. Cordero's petition to the Supreme Court of the United States
for a writ of certiorari to the Court of Appeals for the Second Circuit
in *Cordero v. Trustee Gordon et al.*, 04-8371, SCt
http://Judicial-Discipline-Reform.org/Follow_money/for_certiorari_SCt.pdf)

1. Precisely because the Judicial Conduct and Disability Act of 1980 (28 U.S.C. §351 et seq.) has been misapplied for decades, the Court has had no regular indication of the nature and extent of judicial misconduct and its impact on the integrity of the judiciary or the kind of justice that litigants receive and their current perception of "the appearance of justice". However, the Court is aware of a situation in the judiciary that is a potent cause for misconduct: money, "the root of all evils", the Bible at 1 Timothy 6:10. Thus, for years the Court has known that judges are discontent because of inadequate pay and Congress' failure to provide the promised regular COLAs (Cost of Living Adjustments). This problem has "serious effects", as Chief Justice Rehnquist put it:

Although we cannot say that the judges who are leaving the bench are leaving only because of inadequate pay, many of them have noted that financial considerations are a big factor.⁴ The fact that judges are leaving because of inadequate pay is underscored by the fact that most of the judges who have left the bench in the last ten years have entered private practice.⁵ It is no wonder that judges are leaving when law clerks who join big law firms in large cities can earn more in their first year than district judges earn in a year. Inadequate pay has other serious effects on the judiciary. [Administrative Office of the U.S. Courts] Director Mechem's June 14 letter to you makes clear that judges who have been leaving the bench in the last several years believe they were treated unfairly...[due to] Congress's failure to provide regular COLAs...That sense of inequity erodes the morale of our judges. *Statement on Judicial Compensation by William H. Rehnquist, Chief Justice of the United States, Before the National Commission on the Public Service, July 15, 2002*; at http://www.supremecourtus.gov/publicinfo/speeches/sp_07-15-02.html.

2. It cannot come as a surprise if such erosion of morale has stripped some judges of the moral standards that should prevent every person from resorting to illegal means of self-help to increase his income. Should one reasonably expect judges to have remained unaffected by the lure of money in the midst of a society that values material success above anything else and pursues it with unbound greed and conspicuous disregard for legal and ethical constraints?
3. In the bankruptcy context, the lure of money is extremely powerful because there is not just money, but rather lots of money. Indeed, an approved debt repayment plan followed by debt discharge can spare the debtor an enormous amount of money. For instance, the DeLano's plan [SCtA.379] contemplates the repayment of only 22¢ on the dollar, which means its approval would spare the DeLanos 78% of their total liabilities of \$185,462 [SCtA.381 Summary of

Schedules] or over \$144,462...and that does not take into account all the money saved on their total credit card debt of \$98,092 [SCtA.381 Schedule F] that given their over 230 late payments would otherwise be charged annual compound interest at the delinquent rate of over 23%.

4. Others too can make lots of money. A standing trustee is appointed under 28 U.S.C. §586(b) for cases under Chapter 13 and is a federal agent inasmuch as her performance is dictated and supervised by a U.S. trustee, who in turn is under the general supervision of the Attorney General, §586(c). However, the standing trustee earns part of her compensation from ‘a percentage fee of the payments made under the repayment plan of each debtor’, §586(e)(1)(B) and (2).
5. After receiving a petition, the trustee is supposed to investigate the debtor’s financial affairs to determine the veracity of his statements, 11 U.S.C. §1302(b)(1) and §704(4) and (7). If satisfied that he deserves bankruptcy relief from his debt burden, the trustee approves the repayment plan of the debtor, who can count with the trustee’s support when the plan is submitted to the court for confirmation, §1325(b)(1). A confirmed plan generates a stream of payments from which the trustee takes her fee. But even before confirmation, money begins to roll in because the debtor must commence to make payments to the trustee within 30 days after filing his plan and the trustee must retain those payments, §1326(a).
6. If the plan is not confirmed, which is most likely if the trustee opposes its confirmation, the trustee must return the money paid, less certain deductions, to the debtor, §1326(a)(2). This provides the trustee with an incentive to approve the plan and get it confirmed by the court because no confirmation means no further stream of payments and, hence, no fees for her. To insure her take, she might as well rubberstamp every petition and do what it takes to secure the confirmation of its plan by any judge or any other officer or entity that can derail confirmation, §1325(b)(1)(A).
7. The trustee would be compensated for her investigation of the petition -if at all, for there is no specific provision therefor- only to the extent of “the actual, necessary expenses incurred”, 28 U.S.C. §586(e)(2)(B)(ii); cf. 11 U.S.C. §330(a) and (c). Now, an investigation of the debtor that allows the trustee to require him to pay his creditors another \$1,000 will generate a percentage fee for the trustee of \$100 (in most cases, §586(e)(1)(B)(i)). Such a system creates a perverse incentive for the debtor to make the trustee skip any investigation in exchange for an unlawful fee of, let’s say, \$300, which nets her three times as much as if she had sweated over the petition and supporting documents. For his part, the debtor saves \$700. Even if the debtor has to pay \$600 to make available money to get also other officers to go along with his plan, he still comes \$400 ahead. To avoid a criminal investigation for bankruptcy fraud, a debtor may well pay more than \$1,000. After all, it is not necessarily as if he were broke and had no money.
8. Add the corruptive power of money to the corruptive power of judicial power that escapes any effective control and discipline system, let alone any investigation, and the end product is a morally corrosive mix. It can dissolve the will to abide by the oath of office already weakened by a “sense of inequity [over unadjusted judicial compensation that] erodes the morale of our judges”, para. 1 above. In contact with such mix, due process ends up severely deteriorated.

Synopsis of an Investigative Journalism Proposal

Where the Leads in Evidence Already Gathered in [12 Federal Cases](#)¹

Would be Pursued in a Watergate-like *Follow the money!* Investigation to Answer the Question:

Has a Federal Judgeship Become a Safe Haven for Coordinated Wrongdoing?

This is a poignant question, for it casts doubt on the integrity of the branch of government that should incarnate respect for the law and high ethical values. What makes it a realistic question worth investigating is the fact that since 1980 judges are charged with the duty to discipline themselves; what is more, complaints by anybody against their conduct must be filed with, and handled by, them. But according to the statistics of the [Administrative Office of the U.S. Courts](#)², judges [systematically dismiss](#)³ all complaints. As a result, in the last 27 years only three judges out of some 2,133 federal judges, have been impeached, the last one in 1989. Actually, in the whole 218 years since the U.S. Constitution of 1789, [only 7 judges](#)⁴ have been impeached and removed from the bench...on average one every 31 years!

If that were the time it would take for your CEO to be held accountable by his peers for his conduct toward you and the other people in your office, and in the meantime he could wield power over your property, liberty, and life with no more consequences than the suspension of a decision of his, do you think that he would be tempted to treat you however he wanted? If all complaints of yours ended up in the wastebasket together with those of your colleagues in the office, would you say that they would want to know of your efforts to force your CEO and his peers out of their safe haven in order to require them to treat you and your colleagues with respect or be liable to all of you? If so, you have a U.S. audience of 300 million colleagues waiting to know about your efforts to hold your judicial CEO and his peers accountable for their conduct.

Indeed, by law the chief justice of the Supreme Court and the associate justices review with the chief district and appellate judges [twice a year reports](#)⁵ showing that complaints against judges are dismissed systematically, which points to coordination to disregard a duty placed upon them by law. They have known also that in an area such as bankruptcy, judges wield enormous power over tens of billions of dollars annually. Power and money, the two most insidious and absolute corruptors in the hands of the same judges that have exempted themselves from any discipline. There is evidence that bankruptcy judges have engaged in a [bankruptcy fraud scheme](#)⁶ with the knowledge and support of district judges, and at least the toleration of circuit judges and the justices of the Supreme Court. That evidence and [leads](#)⁷ are hereby being offered for a joint *Follow the money!* investigative journalism project.

The discovery of evidence that a federal judgeship has become a safe haven for coordinated wrongdoing is bound to have a farther reaching impact than finding out that the Watergate Burglary was connected to President Richard Nixon. Unlike the president and his White House aides, federal judges hold office for life or renewable 14-year terms and can only be removed through the historically [useless impeachment mechanism](#)⁸. Hence, the investment of investigative resources in this project would not be for a momentary scoop, but rather for the development of a lode of news that would implicate the Congress dominated by ["the culture of corruption"](#)⁹ and the Executive, whose agenda is challenged in court. A *Follow the money!* investigation from acts or toleration of judicial bias and disregard for the law to concealed assets would outrage the public and lead to a cleansing institutional crisis. For the bloggers and investigative journalists that pursued the story most competently there are rewards to be gained: 15 minutes of fame, a Pulitzer Prize, or the title of the Bob Woodward and Carl Bernstein of our generation. Let's get together to discuss the objectives and strategy¹⁰ to join resources and push forward this investigation.¹¹

¹ http://Judicial-Discipline-Reform.org/docs/Table_of_cases.pdf	IP:3
² Table S-22. Report of Complaints Filed and Action Taken Under Authority of 28 U.S.C. 351-364 During 12-Month Periods Between October 1, 1996 and September 30, 2005, in the 1997-2005 Annual Reports of the Director of the Administrative Office of the United States Courts; http://Judicial-Discipline-Reform.org/docs/Administrative_Office_statistics.pdf	IP:5
³ The Official Statistics of the Administrative Office of the U.S. Courts Show the Systematic Dismissal of Judicial Conduct Complaints by Federal Judges, Including the Justices of the Supreme Court, by Dr. Richard Cordero, Esq.; http://Judicial-Discipline-Reform.org/docs/Statistics_of_systematic_dismissals.pdf	IP:23
⁴ Judges of the United States, Impeachments of Federal Judges, Federal Judicial Center, http://www.fjc.gov/history/home/nsf	IP:27
⁵ The Supreme Court Justices and the Chief Judges Have Semi-annually Received Official Information About the Self-immunizing Systematic Dismissal of Judicial Conduct Complaints, But Have Tolerated It With Disregard for the Consequent Abuse of Power and Corruption, by Dr. Richard Cordero, Esq.; http://Judicial-Discipline-Reform.org/docs/SCt_knows_of_dismissals.pdf	IP:31
⁶ Statement of Facts providing evidence showing that a federal judgeship has become a safe haven for wrongdoing due to lack of an effective mechanism of judicial conduct control and calling for the formation of a virtual firm of lawyers and investigative journalists to help prepare pro bono a class action based on a representative case charging that Chief Judge John M. Walker, Jr., and Circuit Judge Dennis Jacobs of the U.S. Court of Appeals for the Second Circuit have engaged in a series of acts of disregard for the law, the rules, and the facts, and of systematic dismissal of judicial misconduct complaints forming a pattern of non-coincidental, intentional, and coordinated wrongdoing that protects peers and other schemers involved in a bankruptcy fraud scheme, by Dr. Richard Cordero, Esq., http://judicial-discipline-reform.org/docs/Statement_of_Facts_Table_of_Cases.pdf	IP:33
⁷ Contact information with detailed index to exhibits, organized by categories listed in the order in which the <i>Follow the money!</i> investigation may proceed, http://Judicial-Discipline-Reform.org/docs/contact_info_by_categories.pdf	IP:43
⁸ Under 28 U.S.C. §152(a)(1) bankruptcy judges are “appointed by the court of appeals of the United States for the circuit in which such district is located”, that is, the judicial district for which the judge is appointed “for a term of fourteen years”. Under §152(a)(3), if a majority of the judges of such court cannot agree upon such appointment, the chief judge of the court appoints the bankruptcy judge. The latter’s removal during his or her term is provided for under §152(e), which allows it to be executed “only by the judicial council of the circuit in which the judge’s official duty station is located”. Judicial councils are formed under §132(a)(1) “by the chief judge of the [respective] circuit...and an equal number of circuit judges and district judges of the circuit”. This mechanism of removal has proved to be as equally useless as that of impeachment of life-tenured federal judges, for not only do judges protect each other, but they are most reluctant to impugn their own judgment by admitting that the bankruptcy judge that they appointed was unfit to hold office and should be removed.	
⁹ House Minority Leader Nancy Pelosi has publicly stated that Congress is dominated by “a culture of corruption” and that if her party wins control of the U.S. House of Representatives and she becomes its Speaker, she will work to “drain the swamp of corruption” in Congress.	
¹⁰ Federal judges have no grant of immunity from the Constitution: In a system of “Equal Justice Under Law” they must be liable to prosecution as defendants in a class action like anybody else, by Dr. Richard Cordero, Esq.; http://Judicial-Discipline-Reform.org/docs/no_judicial_immunity.pdf	IP:65
¹¹ cf. Programmatic Proposal to Unite Entities and Individuals to Use Their Resources Effectively in Our Common Mission to Ensure Integrity in Our Courts by Engaging in Specific Activities and Achieving Concrete Objectives, by Dr. Richard Cordero, Esq.; http://Judicial-Discipline-Reform.org/Programmatic1.htm	IP:67

United States Bankruptcy Court

04-20280

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

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

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

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

Attorney for Debtor(s) (name and address):
CHRISTOPHER K WERNER, ESQ
BOYLAN, BROWN, ET AL
2400 CHASE SQUARE
ROCHESTER, NY 14604-0000
Telephone Number: (716) 232-5300

Bankruptcy Trustee (name and address):
George M. Reiber
3136 South Winton Road
Suite 206
Rochester, NY 14623
Telephone Number: (585) 427-7225

See Reverse Side For Important Explanations.

Meeting of Creditors:

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

Location: U.S. Trustees Office
6080 U.S. Courthouse
100 State Street
Rochester, NY 14614

Deadlines:

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

Deadline to File a Proof of Claim:

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

For governmental units: July 26, 2004

Deadline to Object to Exemptions:

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

Filing of Plan, Hearing on Confirmation of Plan

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

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

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

Creditors May Not Take Certain Actions:

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

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

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

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

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

Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court
100 State St.

Rochester, NY 14614

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

Clerk of the Bankruptcy Court:
PAUL R. WARREN

DATED: February 03, 2004

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

020304.0027.63.00111358.023

0420280.018 .3.021

146

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

CERTIFICATE OF MAILING

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

Page 1 of 2

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

AFFA

CERTIFICATE OF MAILING

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

COURT: 146
DATED: 02/03/2004

Page 2 of 2

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

32 NOTICES

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

RCM - Indicates notice served via Certified Mail

FORM B1		United States Bankruptcy Court Western District of New York		Voluntary Petition																	
Name of Debtor (if individual, enter Last, First, Middle): DeLano, David G.			Name of Joint Debtor (Spouse) (Last, First, Middle): DeLano, Mary Ann																		
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																		
Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all): xxx-xx-3894			Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all): xxx-xx-0517																		
Street Address of Debtor (No. & Street, City, State & Zip Code): 1262 Shoecraft Road Webster, NY 14580			Street Address of Joint Debtor (No. & Street, City, State & Zip Code): 1262 Shoecraft Road Webster, NY 14580																		
County of Residence or of the Principal Place of Business: Monroe			County of Residence or of the Principal Place of Business: Monroe																		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):																		
Location of Principal Assets of Business Debtor (if different from street address above):																					
Information Regarding the Debtor (Check the Applicable Boxes)																					
Venue (Check any applicable box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.																					
Type of Debtor (Check all boxes that apply) <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank			Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																		
Nature of Debts (Check one box) <input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business			Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.																		
Chapter 11 Small Business (Check all boxes that apply) <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)																					
Statistical/Administrative Information (Estimates only) <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY																
Estimated Number of Creditors 1-15 16-49 50-99 100-199 200-999 1000-over <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																					
Estimated Assets <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 12.5%;">\$0 to \$50,000</td> <td style="text-align: center; width: 12.5%;">\$50,001 to \$100,000</td> <td style="text-align: center; width: 12.5%;">\$100,001 to \$500,000</td> <td style="text-align: center; width: 12.5%;">\$500,001 to \$1 million</td> <td style="text-align: center; width: 12.5%;">\$1,000,001 to \$10 million</td> <td style="text-align: center; width: 12.5%;">\$10,000,001 to \$50 million</td> <td style="text-align: center; width: 12.5%;">\$50,000,001 to \$100 million</td> <td style="text-align: center; width: 12.5%;">More than \$100 million</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>						\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million		\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million													
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
Estimated Debts <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 12.5%;">\$0 to \$50,000</td> <td style="text-align: center; width: 12.5%;">\$50,001 to \$100,000</td> <td style="text-align: center; width: 12.5%;">\$100,001 to \$500,000</td> <td style="text-align: center; width: 12.5%;">\$500,001 to \$1 million</td> <td style="text-align: center; width: 12.5%;">\$1,000,001 to \$10 million</td> <td style="text-align: center; width: 12.5%;">\$10,000,001 to \$50 million</td> <td style="text-align: center; width: 12.5%;">\$50,000,001 to \$100 million</td> <td style="text-align: center; width: 12.5%;">More than \$100 million</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>					\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million														
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														

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

Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ David G. DeLano</u> Signature of Debtor David G. DeLano</p> <p>X <u>/s/ Mary Ann DeLano</u> Signature of Joint Debtor Mary Ann DeLano</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p><u>January 26, 2004</u> Date</p>	<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p> <hr/> <p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.</p> <p>X <u>/s/ Christopher K. Werner, Esq.</u> <u>January 26, 2004</u> Signature of Attorney for Debtor(s) Date Christopher K. Werner, Esq.</p> <hr/> <p style="text-align: center;">Exhibit C</p> <p>Does the debtor own or have possession of any property that poses a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No</p>
<p style="text-align: center;">Signature of Attorney</p> <p>X <u>/s/ Christopher K. Werner, Esq.</u> Signature of Attorney for Debtor(s) <u>Christopher K. Werner, Esq.</u> Printed Name of Attorney for Debtor(s) <u>Boylan, Brown, Code, Vigdor & Wilson, LLP</u> Firm Name <u>2400 Chase Square</u> <u>Rochester, NY 14604</u> Address <u>585-232-5300</u> Telephone Number <u>January 26, 2004</u> Date</p>	<p style="text-align: center;">Signature of Non-Attorney Petition Preparer</p> <p>I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.</p> <p>_____ Printed Name of Bankruptcy Petition Preparer</p> <p>_____ Social Security Number (Required by 11 U.S.C. § 110(c).)</p> <p>_____ Address</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:</p> <p>_____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p>X _____ Signature of Bankruptcy Petition Preparer</p> <p>_____ Date</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	

United States Bankruptcy Court
Western District of New York

In re David G. DeLano,
Mary Ann DeLano
Debtors

Case No. _____
 Chapter 13

SUMMARY OF SCHEDULES

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

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

Debtors

SCHEDULE A. REAL PROPERTY

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

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

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

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

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

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

Total > 98,500.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

In re David G. DeLano,
 Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY

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

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

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

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

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

3 continuation sheets attached to the Schedule of Personal Property

In re David G. DeLano,
 Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

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

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

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

In re David G. DeLano,
 Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

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

Sub-Total > 6,500.00
(Total of this page)

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

Case No. _____

Debtors

SCHEDULE B. PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	None	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed.	X			

Sub-Total >	0.00
(Total of this page)	
Total >	164,956.57
(Report also on Summary of Schedules)	

In re David G. DeLano,
 Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE C. PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:

[Check one box]

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

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

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE E. CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

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

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

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

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

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

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

☐ **Extensions of credit in an involuntary case**

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

☐ **Wages, salaries, and commissions**

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

☐ **Contributions to employee benefit plans**

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

☐ **Certain farmers and fishermen**

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

☐ **Deposits by individuals**

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

☐ **Alimony, Maintenance, or Support**

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

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

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

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

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

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

0 continuation sheets attached

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

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

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

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

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

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

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 5398-8090-0311-9990 AT&T Universal P.O. Box 8217 South Hackensack, NJ 07606-8217		H	1990 and prior Credit card purchases			1,912.63
Account No. 4024-0807-6136-1712 Bank Of America P.O. Box 53132 Phoenix, AZ 85072-3132		H	1990 and prior Credit card purchases			3,296.83
Account No. 4266-8699-5018-4134 Bank One Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153		H	1990 prior Credit card purchases			9,846.80
Account No. 4712-0207-0151-3292 Bank One Cardmember Services P.O. Box 15153 Wilmington, DE 19886-5153		H	1990 and prior Credit card purchases			5,130.80
Subtotal (Total of this page)						20,187.06

3 continuation sheets attached

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

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

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

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

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

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

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

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

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

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE G. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
--	--

In re David G. DeLano,
 Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE H. CODEBTORS

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

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE I. CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

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

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

INCOME: (Estimate of average monthly income)

Current monthly gross wages, salary, and commissions (pro rate if not paid monthly)

Estimated monthly overtime

SUBTOTAL

LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify) Retirement Loan (to 10/05)

SUBTOTAL OF PAYROLL DEDUCTIONS

TOTAL NET MONTHLY TAKE HOME PAY

Regular income from operation of business or profession or farm (attach detailed statement)

Income from real property

Interest and dividends

Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

Social security or other government assistance

(Specify)

Pension or retirement income

Other monthly income

(Specify)

TOTAL MONTHLY INCOME

TOTAL COMBINED MONTHLY INCOME \$ 4,886.50

DEBTOR	SPOUSE
\$ 5,760.00	\$ 1,741.00
\$ 0.00	\$ 0.00
\$ 5,760.00	\$ 1,741.00
\$ 1,440.00	\$ 435.25
\$ 414.95	\$ 0.00
\$ 0.00	\$ 0.00
\$ 324.30	\$ 0.00
\$ 0.00	\$ 0.00
\$ 2,179.25	\$ 435.25
\$ 3,580.75	\$ 1,305.75
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 3,580.75	\$ 1,305.75

(Report also on Summary of Schedules)

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

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

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

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

In re David G. DeLano,
Mary Ann DeLano

Case No. _____

Debtors

SCHEDULE J. CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

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

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

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

[FOR CHAPTER 12 AND 13 DEBTORSONLY]

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

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

(interval)

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

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No. _____
Chapter _____

13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

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

Date January 26, 2004

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

Date January 26, 2004

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

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

United States Bankruptcy Court
Western District of New York

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No.
Chapter

13

STATEMENT OF FINANCIAL AFFAIRS

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

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

DEFINITIONS

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

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

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

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

2. Income other than from employment or operation of business

None

☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
--------	--------

3. Payments to creditors

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

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

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

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	-----------------------

4. Suits and administrative proceedings, executions, garnishments and attachments

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

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

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

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
---	-----------------	--------------------------------------

5. Repossessions, foreclosures and returns

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

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	--------------------------------------

6. Assignments and receiverships

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

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	-----------------------	-----------------------------------

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

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

7. Gifts

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

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

8. Losses

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

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
--------------------------------------	--	--------------

9. Payments related to debt counseling or bankruptcy

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

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

10. Other transfers

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

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
---	------	---

11. Closed financial accounts

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

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
---------------------------------	--	---------------------------------------

12. Safe deposit boxes

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

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

13. Setoffs

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

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

14. Property held for another person

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

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	--------------------------------------	----------------------

15. Prior address of debtor

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

ADDRESS	NAME USED	DATES OF OCCUPANCY
---------	-----------	--------------------

16. Spouses and Former Spouses

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

NAME

17. Environmental Information.

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

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

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

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

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

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18 . Nature, location and name of business

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

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

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

NAME	TAXPAYER ID. NO. (EIN)	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
------	------------------------	---------	--------------------	----------------------------

- None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
------	---------

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

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

19. Books, records and financial statements

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

NAME AND ADDRESS

DATES SERVICES RENDERED

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

NAME

ADDRESS

DATES SERVICES RENDERED

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

NAME

ADDRESS

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

NAME AND ADDRESS

DATE ISSUED

20. Inventories

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

DATE OF INVENTORY

INVENTORY SUPERVISOR

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

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

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

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

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

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

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

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

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

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

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23 . Withdrawals from a partnership or distributions by a corporation

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

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

24. Tax Consolidation Group.

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

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER
----------------------------	--------------------------------

25. Pension Funds.

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

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER
----------------------	--------------------------------

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

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

Date <u>January 26, 2004</u>	Signature <u>/s/ David G. DeLano</u> David G. DeLano Debtor
------------------------------	---

Date <u>January 26, 2004</u>	Signature <u>/s/ Mary Ann DeLano</u> Mary Ann DeLano Joint Debtor
------------------------------	---

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

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

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No.

Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

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

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

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

☒ Debtor ☐ Other (specify):

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

☒ Debtor ☐ Other (specify):

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

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

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

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

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

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

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

CERTIFICATION

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

Dated: January 26, 2004

/s/ Christopher K. Werner, Esq.

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

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

In re	David G. DeLano Mary Ann DeLano	Case No. Chapter	 13
	Debtor(s)		

VERIFICATION OF CREDITOR MATRIX

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

Date: January 26, 2004	/s/ David G. DeLano David G. DeLano Signature of Debtor
Date: January 26, 2004	/s/ Mary Ann DeLano Mary Ann DeLano Signature of Debtor

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

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

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

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

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

Chase
P.O. Box 1010
Hicksville, NY 11802

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

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

Citibank USA
45 Congress Street
Salem, MA 01970

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

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

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

Genesee Regional Bank
3670 Mt Read Blvd
Rochester, NY 14616

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

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

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

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

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

Blank

United States Bankruptcy Court
Western District of New York

In re David G. DeLano
Mary Ann DeLano

Debtor(s)

Case No.

Chapter

13

CHAPTER 13 PLAN

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

a. Administrative Expenses

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

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

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

c. Secured Claims

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

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

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

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

d. Unsecured Claims

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

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

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

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

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

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

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

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

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

Other Party	Description of Contract or Lease
-NONE-	

9. Property to Be Surrendered to Secured Creditor

Name	Amount of Claim	Description of Property
-NONE-		

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

Name	Amount of Claim	Description of Property
-NONE-		

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

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

13. Other Provisions:

Date January 26, 2004

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

Date January 26, 2004

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



CREDIT FILE : May 8, 2004

Confirmation # 4129001647

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

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

Please address all future correspondence to:



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



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

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

Credit Account Information

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

Account Column Title Descriptions:

Account Number - The Account number reported by credit grantor	Amount Past Due - The Amount Past Due as of the Date Reported
Date Acct. Opened - The Date that the credit grantor opened the account	Date of Last Paymnt - The Date of Last Payment
High Credit - The Highest Amount Charged	Actual Pay Amt - The Actual Amount of Last Payment
Credit Limit - The Highest Amount Permitted	Sched Pay Amt - The Requested Amount of Last Payment
Terms Duration - The Number of Installments or Payments	Date of Last Actvty - The Date of the Last Account Activity
Terms Frequency - The Scheduled Time Between Payments	Date Maj Delq Rptd - The Date the 1st Major Delinquency Was Reported
Months Reviewed - The Number of Months Reviewed	Charge Off Amt - The Amount Charged Off by Creditor
Activity Description - The Most Recent Account Activity	Deferred Pay Date - The 1st Payment Due Date for Deferred Loans
Creditor Class - The Type of Company Reporting The Account	Balloon Pay Amt - The Amount of Final(Balloon) Payment
Date Reported - The Month and Year of the Last Account Update	Balloon Pay Date - The Date of Final(Balloon) Payment
Balance Amount - The Total Amount Owed as of the Date Reported	Date Closed - The Date the Account was Closed

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

Assoc/Citibank SD

ASSOCIATED CREDIT CARD												
Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description		Creditor Classification		
541931041019*		06/1992	\$2,500				67					
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed
07/1998	\$0					04/1995						

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

Mrs. Delano's Equifax credit bureau report of May 8, 2004, produced with missing pages

D:173

(Continued On Next Page)

Capital One PO Box 85520 Internal Zip 12030-016 Richmond VA 23265-6520													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
486236226671*	11/2002	\$32				18							
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
05/2004	\$0		02/2004			02/2004	03/2004						
Current Status - Included in Wage Earner Plan ; Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Involved in Chapter 13 Debt Adjustment ;													
Chussears													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
348007430*	08/1982		\$3,140			78							
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
05/2004	\$0		10/2003			12/2003							
Current Status - 60 - 89 Days Past Due ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Authorized User;													
Account History 02/2004 01/2004 11/1997 10/1997													
with Status Codes 2 1 1 1													
Chase Na 100 Duty Ave Hicksville NY 11801-3639 (800) 327-2282													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
410200824002*	06/1983	\$11,651	\$7,600		Monthly	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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
04/2004	\$11,651	\$1,392	11/2003	\$450	\$233	12/2003	02/2004						
Current Status - Included in Wage Earner Plan ; Type of Loan - Credit Card ; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Involved in Chapter 13 Debt Adjustment ; Account Involved in Chapter 13 Debt Adjustment ;													
Account History 03/2004 02/2004 01/2004 12/2003 04/2003 12/2000 07/1999 06/1999 05/1999 04/1999 03/1999 02/1999 01/1999 09/1998 07/1998 06/1998 05/1998 11/1997 09/1997													
with Status Codes 4 3 2 1 1 1 1 1 1 1 1 1 1 1 2 1 1 1 1													
Discover Financial Services													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
601100204000*	12/1988	\$5,755			Monthly	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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
04/2004	\$0		10/2003	\$112		09/2003	04/2004						
Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Closed At Consumers Request ;													
Account History 12/2003 11/2003 11/2001 09/2001 10/2000 07/1999 11/1998 08/1998 07/1998 01/1998 10/1997													
with Status Codes 2 1 1 1 1 1 1 1 1 1 1													
FCNB Preferred Charge													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
800491*	05/1994	\$400				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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
09/1996	\$0					11/1995							
Current Status - Pays As Agreed ; Type of Account - Revolving ; Whose Account - Individual Account;													

CREDIT FILE : May 8, 2004

Confirmation # 4129001647

5 Fleet National Bank													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
548789002018*	02/1993		\$4,200		Monthly								
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
04/2004	\$2,184	\$297	10/2003	\$172	\$47	12/2003	04/2004	\$2,184					
Current Status - Charge Off ; Type of Account - Revolving ; Type of Loan - Credit Card ; Whose Account - Individual Account;													
Account History													
02/2004	01/2004	10/2001	04/1999	02/1999	12/1998	12/1997	09/1997						
with Status Codes 2 1 1 1 1 1 2													

9 GMAC													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
052-1504-1*	07/1995	\$10,326				44							
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
03/1999	\$0				\$191	02/1999							
Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Joint Account; ADDITIONAL INFORMATION - Account Paid/Zero Balance ; Auto ;													

14 GMAC													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
052-3036-0*	02/1993	\$10,793				47							
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
02/1997	\$0				\$224	02/1997							
Current Status - Pays As Agreed ; Type of Account - Installment ; Whose Account - Maker; ADDITIONAL INFORMATION - Account Paid/Zero Balance ;													

JC Penney / Monogram Credit													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
-080246*	10/1980	\$569	\$200		Monthly	80							
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
05/2004	\$57		04/2004	\$41	\$15	05/2004							
Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account;													
Account History													
07/1998	01/1998	10/1997	09/1997										
with Status Codes 1 1 2 1													

JC Penney / Monogram Credit													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
-010699*	10/1980												
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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
05/2004						05/2004							
Current Status - Card Is Lost Or Stolen ; Type of Loan - Charge Account ;													

Kaufmann's													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Mths Revd	Activity Description	Creditor Classification					
25243*	09/1985	\$928			Monthly	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 Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
04/2004	\$0		05/1999			05/1999							
Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account;													

(Continued On Next Page)

8 M.B.N.A Amer PO Box 15026 Wilmington DE 19850-5026 (800) 421-2110																									
Account Number		Date Opened		High Credit		Credit Limit		Terms Duration		Terms Frequency		Mths 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 Rpdt		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	Mths 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 Rpdt	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	Mths 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 Rpdt	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	Mths 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 Rpdt	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	Mths 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 Rpdt	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Start Date	Date Closed	
04/2004	\$0					02/1997							
Current Status - Pays As Agreed ; Type of Account - Revolving ; Type of Loan - Charge Account ; Whose Account - Joint Account;													

Inquiries that display to companies (may impact your credit score)

This section lists companies that 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

CREDIT FILE : May 8, 2004

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

Company Information - Prefix Descriptions:

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

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

Mrs. Delano's Equifax credit bureau report of May 8, 2004, produced with missing pages

D:177

**** End of Credit File ****

Label
(See instructions.)

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

**Presidential
Election
Campaign**
(See instructions.)

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

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

Filing Status

*Check only
one box.

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

Exemptions

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

b ☒ Spouse No. of your[illegible]

If more than
six dependents,
see instructions.

d Total number of exemptions claimed										entered on lines above
--	--	--	--	--	--	--	--	--	--	---------------------------

Income

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

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

ROLLOVER

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

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

Adjusted
Gross
Income

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

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

Form 1040 (2001)

FDIA0112 10/08/01

Form 1040		Department of the Treasury — Internal Revenue Service U.S. Individual Income Tax Return		2002	(99) IRS use only — Do not write or staple in this space.																														
Label (See instructions.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign (See instructions.)		For the year Jan 1 - Dec 31, 2002, or other tax year beginning , 2002, ending , 20			OMB No. 1545-0074																														
		Your first name MI Last name David G DeLano			Your social security number 077-32-3894																														
		If a joint return, spouse's first name MI Last name Mary Ann DeLano			Spouse's social security number 091-36-0517																														
		Home address (number and street). If you have a P.O. box, see instructions. Apartment no. 1262 Shoecraft Road			▲ Important! ▲ You must enter your social security number(s) above.																														
City, town or post office. If you have a foreign address, see instructions. State ZIP code Webster NY 14580																																			
Filing Status Check only one box.		Note: Checking 'Yes' will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																	
		1 <input type="checkbox"/> Single 2 <input checked="" type="checkbox"/> Married filing jointly (even if only one had income) 3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above & full name here 4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here 5 <input type="checkbox"/> Qualifying widow(er) with dependent child (year spouse died). (See instructions.)																																	
Exemptions If more than five dependents, see instructions.		6a <input checked="" type="checkbox"/> Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax return, do not check box 6a 6b <input checked="" type="checkbox"/> Spouse c Dependents: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>(1) First name</th> <th>Last name</th> <th>(2) Dependent's social security number</th> <th>(3) Dependent's relationship to you</th> <th>(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)</th> <th>No. of children on 6c who:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/></td> <td>• lived with you</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/></td> <td>• did not live with you due to divorce or separation (see instrs)</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/></td> <td>Dependents on 6c not entered above</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/></td> <td>Add numbers on lines above 2</td> </tr> </tbody> </table> d Total number of exemptions claimed 2				(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)	No. of children on 6c who:					<input type="checkbox"/>	• lived with you					<input type="checkbox"/>	• did not live with you due to divorce or separation (see instrs)					<input type="checkbox"/>	Dependents on 6c not entered above					<input type="checkbox"/>	Add numbers on lines above 2
		(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see instrs)	No. of children on 6c who:																												
				<input type="checkbox"/>	• lived with you																														
				<input type="checkbox"/>	• did not live with you due to divorce or separation (see instrs)																														
				<input type="checkbox"/>	Dependents on 6c not entered above																														
				<input type="checkbox"/>	Add numbers on lines above 2																														
Income Attach Forms W-2 and W-2G here. Also attach Form(s) 1099-R if tax was withheld. If you did not get a W-2, see instructions. Enclose, but do not attach, any payment. Also, please use Form 1040-V.		7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 91,655. 8a Taxable interest. Attach Schedule B if required 8a 204. b Tax-exempt interest. Do not include on line 8a 8b 9 Ordinary dividends. Attach Schedule B if required 9 10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions) 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here 13 14 Other gains or (losses). Attach Form 4797 14 15a IRA distributions 15a b Taxable amount (see instrs) 15b 16a Pensions and annuities 16a b Taxable amount (see instrs) 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 18 Farm income or (loss). Attach Schedule F 18 19 Unemployment compensation 19 20a Social security benefits 20a b Taxable amount (see instrs) 20b 21 Other income 21 22 Add the amounts in the far right column for lines 7 through 21. This is your total income 22 91,859.																																	
		Adjusted Gross Income 23 Educator expenses (see instructions) 23 24 IRA deduction (see instructions) 24 25 Student loan interest deduction (see instructions) 25 26 Tuition and fees deduction (see instructions) 26 27 Archer MSA deduction. Attach Form 8853 27 28 Moving expenses. Attach Form 3903 28 29 One-half of self-employment tax. Attach Schedule SE 29 30 Self-employed health insurance deduction (see instructions) 30 31 Self-employed SEP, SIMPLE, and qualified plans 31 32 Penalty on early withdrawal of savings 32 33a Alimony paid b Recipient's SSN 33a 34 Add lines 23 through 33a 34 35 Subtract line 34 from line 22. This is your adjusted gross income 35 91,859.																																	
BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions. FDIA0112 12/25/02 Form 1040 (2002)																																			

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		Mths 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 Rpdt		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	Mths 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 Rptd	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	Mths 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 Rpdt	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	Mths 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 Rpdt	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	Mths 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 Rpdt	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



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

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*)

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.boylandbrown.com>

4.

Church of the Holy Spirit
of Penfield New York

Warranty Deed

-To-

Dated July 16, 1975

Ack. same day

Rec. same day at 12:18 P.M.

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

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

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

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

This deed executes pursuant to a court order signed
by Hon. Joseph G. Fritzel, 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.

P
U
B
L
I
C

A
B
S
T
R
A
C
T

C
O
R
P
O
R
A
T
I
O
N

5.

David G. DeLano and
Mary Ann DeLano, his wife

Mortgage to secure \$26,000.00
Part Purchase Price

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

-To-

BY *Wtzel*

Dated July 16, 1975

Ack. same day

Rec. same day at 12:18 P.M.

Columbia Bank and Loan Association
and Loan Association

PER *CAS*

Liber ~~4000~~ of Mortgages, page 196

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

ma
3/10/88

6.

David G. DeLano

Mortgage to secure \$7,467.18

Mary Ann DeLano

CORRECTLY DISCHARGED OF RECORD

Dated November 30, 1977

-To- 6-14-88 1419 Dis 142

Ack. same day

BY Mtse

Rec. December 1, 1977 at 10:39 AM

Columbia Banking, Saving
and Loan Association

COLONY ABSTRACT CORP

Liber 4488 of Mortgages, page 152

PER CAB

Conveys same premises as No. 1.

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

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

*ma
3/10/88*

P
U
B
L
I
C

A
B
S
T
R
A
C
T

C
O
R
P
O
R
A
T
I
O
N

PUBLIC ABSTRACT CORPORATION

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

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

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

3 NUMBERS.

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

and also Certified for
Mechanics 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 D. 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.

Bernard Fischer 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

1.

David G. DeLano and

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

Rec. December 1, 1977

Columbia Banking, Saving

and Loan Association

BY M. J. Jell
COLONY ABSTRACT CORP

Liber 4488 of Mortgages, page 152

Conveys ~~that~~ each 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.

open
3-30-99

2. C David G. DeLano Mortgage to secure \$59,000.00
O Mary Ann DeLano, his wife
L to
O Dated: March 29, 1988
N Ack: same day
Y Rec: same day @ 4:14 PM
A Columbia Banking Federal
B Savings and Loan Association Liber 8682 of Mortgages, page
S 81
T
R Conveys same premises as #1.
A Subject to covenants, easements and restrictions of record.
C Being same premises conveyed by deed recorded in Monroe County
C Clerk's Office in Liber 4865 of Deeds, page 122.
O
R
P
O
R
A
T
I
O
N

ABSTRACT OF TITLE

- TO -

LOT #9

ROMAN CREST SUBDIVISION

1262 SHOECRAFT ROAD

TOWN OF PENFIELD

MAPS: HOPKINS ATLAS, VOLUME 5, PLATE 13

1.

FOUR CORNERS ABSTRACT CORPORATION

David G. DeLano
Mary Ann DeLano,
husband and wife

- TO -

Columbia Banking Federal
Savings and Loan Association

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

Covers [^]ALL THAT TRACT OR PARCEL OF LAND, situate in the
Town of Penfield, \ 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

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

- TO -

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

CHARGED OF RECORD
Central Trust Company
12/28/91
FOUR CORNERS ABSTRACT
BY *[Signature]*
Covers same as #1.

3.

Columbia Banking Federal
Savings and Loan Association

- TO -

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

Federal Home Loan Mortgage
Corporation

Assigns mortgage at #1.

FOUR CORNERS ABSTRACT CORPORATION

4.

David G. DeLano
Mary Ann DeLano

- TO -

Manufacturers and Traders Trust
Company

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

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

5.

David G. Delano and
Mary Ann Delano

- TO -

Lyndon Guaranty Bank of New
York

Mortgage

To Secure: \$95,000.00

Dated: April 23, 1999

Ack: Same Date

Rec: April 28, 1999 @ 10:31 a.m.

Liber 14410 of Mortgages, page 132

Mortgage#: CQ002917

Covers same as #1.

FOUR CORNERS ABSTRACT CORPORATION

MORTGAGE CLOSING STATEMENT

Date: April 23, 1999

File No: LYN05-0125

Property: 1262 Shoecraft Road, Town of Penfield

Mortgagors: David G. Delano and Mary Ann Delano

Amount of Mortgage: \$95,000.00

Rate: 8.5%

LOAN CLOSING EXPENSES

To: Lyndon Guaranty Bank of New York

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

\$1,692.03

To: Monroe County Clerk

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

\$ 792.00

To: Four Corners Abstract

Title Insurance	\$ 485.00
Redate Abstract	75.00

\$ 560.00

To: Gullace & Weld

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

(2)

To: M&T Bank

Payoff Home Equity #23764242001

\$20,032.14

To: M&T Mortgage Corp.

Mortgage Payoff #920182-3

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

818. FLOOD CERTIFICATION FEE	22.50		
819.		1510.	
820.			
821.		1511.	
822.			
823.		1512.	
824.			
825.		1513.	
900. Items Required by Lender to be Paid in Advance			
901. Interest from 4/28/99 to 4/30/99 @ \$ 22.43 per day	67.29	1514.	
902. Mortgage Ins. Premium for months to			
903. Hazard Ins. Premium for year(s) to		1515.	
904. Flood Ins. Premium for year(s) to			
905.		1520. TOTAL DISBURSED (enter on line 1603)	72,809.28
1000. Reserves Deposited with Lender			
1001. Hazard Insurance 2 months @ \$ 29.92 per month	59.84		
1002. Mortgage Insurance months @ \$ per month			
1003. City Property Taxes months @ \$ per month			
1004. County Property Taxes 7 months @ \$ 77.88 per month	545.16		
1005. Annual Assessments months @ \$ per month			
1006. Flood Insurance months @ \$ 0.00 per month	0.00		
1007. SCHOOL 10 months @ \$ 138.38 per month	1,383.80		
1008. months @ \$ per month			
1009. Aggregate Analysis Adjustment	-461.56		
1100. Title Charges			
1101. Settlement or Closing Fee to			
1102. Abstract or Title Search to FOUR CORNERS ABST	75.00		
1103. Title Examination to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to GULLACE & WELD	400.00		
1108. Title Insurance to FOUR CORNERS ABSTRACT	485.00		
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
1200. Government Recording and Transfer Charges			
1201. Recording Fees; Deed \$;Mtg \$ 55.00;Rel\$ 49.50	104.50		
1202. City/County Tax/Stamps: Deed \$;Mtg \$		N. NET SETTLEMENT	
1203. State Tax/Stamps: Deed \$;Mtg \$ 687.50	687.50		
1204.		1600. Loan Amount	95,000.00
1300. Additional Settlement Charges			
1301. Survey to		1601. Plus Cash/Check from Borrower	\$ 0.00
1302. Pest Inspection to			
1303. Architectural/engineering services to		1602. Minus Total Settlement Charges (line 1400)	\$ 3,444.03
1304. Building Permit to			
1305.		1603. Minus Total Disbursements to Others (line 1520)	72,809.28
1306.	0.00		
1307.		1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 18,746.69
1308 WEBSTER	0.00		
1400. Total Settlement Charges (enter on line 1602)	3,444.03		

Borrower(s) Signature(s)

X David P. DeLano

CDS-213 (05/94)

[Handwritten signature]

X May Grindle-Lano

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

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 \$2,810! 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
3136 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)



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

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

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.boylandbrown.com>

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

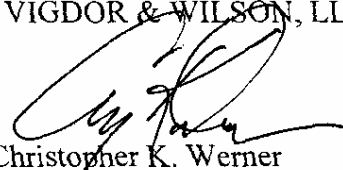
Dr. Richard Cordero
59 Crescent Street
Brooklyn, New York 11208

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

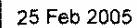
Dear Dr. Cordero:

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



Parties		Property	Notations	Refers To	More Entries	View Image/Purchase	
Name	Party Desc	Party Type	RECORD DT			Reference #1	Reference #2
COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1	19880614	N	N		
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	1	S014190142	Y			

D:478 Att. Werner's useless printouts of screenshots of electronic records indexing of Monroe Co. Clerk's office

**COUNTY CLERK'S OFFICE****Electronic Records Indexing**

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)[Welcome](#)[About Records Indexing](#)[Instructions/HOW TO](#)[Search the Database](#)[Viewing Images](#)[Contact the County Clerk](#)[View Account Information](#)[Logout](#)**Search the Database**

Prev

Party Inquiry Detail Results

Name	Party Desc	Party Type
COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1
DELANO DAVID G	DSCHARGE	2
DELANO MARY ANN	DSCHARGE	2

Click on the Name for Address Information

**COUNTY CLERK'S OFFICE****Electronic Records Indexing**

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)[Welcome](#)[About Records Indexing](#)[Instructions/HOW TO](#)[Search the Database](#)[Viewing Images](#)[Contact the County Clerk](#)[View Account Information](#)[Logout](#)**Search the Database**

Prev

Property Information Results

Prop Type	Description
4	* L4488 P152



COUNTY CLERK'S OFFICE

Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Party Inquiry Detail Results

Select one of the options below to Process Information

Parties		Property	Notations	Refers To	More Entries	View Image/Purcha	
Name	Party Desc	Party Type	RECORD DT			Reference #1	Reference #2
COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1	19880613	N	N		
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	1	S014180320	Y			



Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

Welcome

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Prev

Party Inquiry Detail Results

Name	Party Desc	Party Type
COLUMBIA BANKING FEDERAL SAVIN	DSCHARGOR	1
DELANO DAVID G	DSCHARGE	2
DELANO MARY ANN	DSCHARGE	2

Click on the Name for Address Information

**COUNTY CLERK'S OFFICE****Electronic Records Indexing**

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)[Welcome](#)[About Records Indexing](#)[Instructions/HOW TO](#)[Search the Database](#)[Viewing Images](#)[Contact the County Clerk](#)[View Account Information](#)[Logout](#)**Search the Database**[Prev](#)**Property Information Results**

Prop Type	Description
4	* L 4000 P 196



COUNTY CLERK'S OFFICE

Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Party Inquiry Detail Results

Select one of the options below to Process Information

Parties	Property	Notations	Refers To	More Entries	View Image/Purchase		
Name	Party Desc	Party Type	RECORD DT			Reference #1	Ref #
MANUFACTURERS AND TRADERS TRUST COMPANY	DSCHARGOR	1	19990428	N	N	M#CH 016334	
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	2	S023420479	Y	N		



COUNTY CLERK'S OFFICE
Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Previ

Party Inquiry Detail Results

Name	Party Desc	Party Type
DELANO DAVID G	DSCHARGE	2
DELANO MARY ANN	DSCHARGE	2
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1

Click on the Name for Address Information

**COUNTY CLERK'S OFFICE****Electronic Records Indexing**

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)[Welcome](#)[About Records Indexing](#)[Instructions/HOW TO](#)[Search the Database](#)[Viewing Images](#)[Contact the County Clerk](#)[View Account Information](#)[Logout](#)**Search the Database**

Prev

Property Information Results

Prop Type	Description
1	00WYC 19990428



COUNTY CLERK'S OFFICE

Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Party Inquiry Detail Results

Select one of the options below to Process Information

Parties	Property	Notations	Refers To	More Entries	View Image/Purcha		
Name	Party Desc	Party Type	RECORD DT			Reference #1	Refe #
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1	20000410	N	N	M#CK 039604	
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	2	S024240500	Y	N		

**COUNTY CLERK'S OFFICE****Electronic Records Indexing**

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)[Welcome](#)[About Records Indexing](#)[Instructions/HOW TO](#)[Search the Database](#)[Viewing Images](#)[Contact the County Clerk](#)[View Account Information](#)[Logout](#)**Search the Database**

Prev

Party Inquiry Detail Results

Name	Party Desc	Party Type
DELANO DAVID G	DSCHARGE	2
DELANO MARY ANN	DSCHARGE	2
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1

Click on the Name for Address Information



COUNTY CLERK'S OFFICE

Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database



Property Information Results

Prop Type	Description
1	00LAC 20000410



COUNTY CLERK'S OFFICE

Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

[Welcome](#)

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Party Inquiry Detail Results

Select one of the options below to Process Information

Parties	Property	Notations	Refers To	More Entries	View Image/Purcha		
Name	Party Desc	Party Type	RECORD DT			Reference #1	Refe #
MANUFACTURERS AND TRADERS TRUS T COMPANY	DSCHARGOR	1	19990901	N	N	M#CE 033444	
Doc Description	Doc Type	Pages	Book/Page	VER?	CHG?		
DSCHG OF MTG	S04	2	S023780187	Y	N		



COUNTY CLERK'S OFFICE
Electronic Records Indexing

25 Feb 2005

Search By: [Party Name](#) | [Reference Number](#) | [Book/Page](#) | [Refers To](#)

Welcome

[About Records Indexing](#)

[Instructions/HOW TO](#)

[Search the Database](#)

[Viewing Images](#)

[Contact the County Clerk](#)

[View Account Information](#)

[Logout](#)

Search the Database

Previ

Property Information Results

Prop Type	Description
1	00WYC 19990901

<http://www.clerk.co.monroe.nv.us/CGI-BIN/DB2WWW/NHOME.MBR/DEFAULT?SES...> 2/25/2005

Att. Werner's useless printouts of screenshots of electronic records indexing of Monroe Co. Clerk's office D:491

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 [copied to Trustees Martini & Schmitt]

South Winton Court

faxed to 585-427-7804

3136 S. Winton Road, Suite 206

Rochester, NY 14623

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:

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 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" -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

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*

Add:682

Dr. Cordero's letter of April 19, 2005, to Region 2 Trustee Martini

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

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

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?

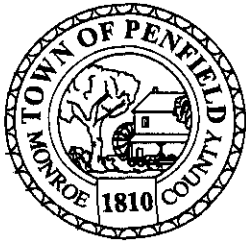
Only at my instigation did Trustee Reiber ask for clarification after the DeLanos' attorney provided incomplete mortgage information. His response was even more unsatisfactory: printouts of 14 screenshots of index pages on the website of the Monroe County Clerk's Office that have neither beginning nor 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



TOWN OF PENFIELD

Assessor's Office

1587 Jackson Road, Penfield, NY 14526

August 16, 2007

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

Dear Dr. Cordero:

Pursuant to our telephone conversation, I am sending you the information we have on file for 1262 Shoecraft Road, i.e.:

- the assessed value of the property is \$116,000 as of the 2005 town-wide revaluation
- the property sold April 23, 2007, for \$135,000

In reference to your questions (Nos. 1 through 12) regarding mortgages, we do not carry mortgage filing here. For that you will need to contact the County Clerk's Office:

Cheryl Dinolfo, County Clerk
101 County Office Building
39 West Main Street
Rochester, NY 14614

tel: (585) 753-1600
fax: (585) 753-1624

If you have any questions, please feel free to contact this office at (585) 340-8610.

Respectfully,

Ann Buck, IAO
Sole Assessor

AB:ja

cc: Cassie Williams, Town Clerk

APN:264200-094-020-0001-012-000

REAL PROPERTY TAX ASSESSOR RECORD

Tax Roll Certification Date:07-01-2006
Owner Information Current Through:04-12-2007
County Last Updated:05-04-2007
Current Date:05/31/2007
Source:TAX AS-
SESSOR

MONROE, NEW YORK

OWNER INFORMATION

Owner(s): **DELANO DAVID G**
DELANO MARYANN
Property Address:**1262 SHOECRAFT RD**
WEBSTER, NY 14580-8954
Mailing Address:**1262 E SHOECRAFT S RD**
WEBSTER, NY 14580
Phone:585-671-8833

PROPERTY INFORMATION

County:MONROE
Assessor's Parcel Number:264200-094-020-0001-012-000
Property Type:SINGLE FAMILY RESIDENCE - TOWNHOUSE
Land Use:SINGLE FAMILY RESIDENCE
Zoning:2
Homestead Exempt:HOMEOWNER EXEMPTION
Lot Size (acres or square feet):20037
Lot Acreage:0.4600
Width Footage:100
Depth Footage:200
Municipality:PENFIELD
Legal Description:0045-13-04 ROMAN CR 1 L9
01360000000018162
Block Number:1
Lot Number:12

TAX ASSESSMENT INFORMATION

Tax Year:0000
Land Value:\$36,700.00
Improvement Value:\$79,300.00
Total Value:\$116,000.00
Valuation Method:ASSESSED
Tax Code Area:264200

APN:264200-094-020-0001-012-000

BUILDING/IMPROVEMENT CHARACTERISTICS

Number of Buildings:1
Year Built:1956
Living Square Feet:1249
Number of Bedrooms:3
Number of Bathrooms:1.00
Full Baths:1
Fireplace:YES
Garage Type:ATTACHED
Number of Stories:100
Style/Shape:RAN
Exterior Wall Type:ALUMINUM/VINYL
Electricity:TYPE UNKNOWN
Heat:HA0
Fuel:OIL
Water:COMMERCIAL
Sewer:PRIVATE

ADDITIONAL PROPERTIES POSSIBLY CONNECTED TO OWNER have been located. The owner's mailing address is associated with other properties as indicated by tax assessor records. Additional charges may apply.

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)
to order copies of documents related to this or other matters.
Additional charges apply.

END OF DOCUMENT

(as of 8/19/7)

**The DeLanos' String of Eight Known Mortgages
and the Valuation of their Only Real Property
and its Real Market Value**

David Gene DeLano, born on September 1, 1941, and his wife, Mary Ann DeLano, born on September 21, 1944, bought on July 16, 1975, the property on 1262 Shoecraft Road, Town of Penfield, by taking out a mortgage for \$26,000. That was the first of eight known mortgages that the DeLanos took on that same property and through which they obtained a known total of \$382,187.

Preparing for retirement, they filed a bankruptcy petition on January 27, 2004, when Mr. DeLano was a 39-year veteran of the banking and financing industries, working precisely as an officer in the bankruptcy department of M&T Bank, and Ms. DeLano was a Xerox technician. They listed that property in [Schedule A](#) as their only real property, had it appraised two months earlier at \$98,500, and declared that their mortgage was still \$77,084 and their equity only \$21,416...after making monthly mortgage payments for 30 years!

Question 1: Where did \$382,187, the proceeds of those eight mortgages, and their mortgage payments go, particularly since the DeLanos listed in [Scheduled B](#) that they had in cash and on account only \$535, although they reported in their [Statement of Financial Affairs](#) and their [1040 IRS forms](#) for the three years preceding their filing that they had earned \$291,470? Were assets concealed and, if so, which and where?

Moreover, a public record obtained through [WestLaw](#) puts the value of the same property at 1262 Shoecraft Road, Webster, NY 14580-8954, assessed by the County of Monroe and updated as of May 4, 2007, at \$116,000.

Question 2: How could that property increase in value in 3.5 years by \$17,500, i.e., 18%, in a market going down for years? Was the valuation declared in Schedule A fraudulent?

The DeLanos have submitted some [mortgage documents](#), though incomplete. They can be found below together with their [bankruptcy petition](#), their [1040 IRS forms](#), the [WestLaw](#) public record, and an [Equifax credit report](#) concerning what are deemed to be two of the eight mortgages. The most salient data on these documents is presented on the [table](#) of their income, receipts, and borrowings below.

Nevertheless, those documents contain with respect to both that property and the mortgages some technical references that may be useful in searching the property records to find the answer to the above questions. A summary of those references is as follows: (D:# is the page number of the documents in this file.)

1. (D:345) property on Shoecraft Road, Liber 3679 of Deeds, page 489;
2. (D:342) sold by the Church of the Holy Spirit of Penfield, NY, to David Gene and Mary Ann DeLano by warranty deed on July 16, 1975, Liber 4865 of Deeds, page 122;
3. (D:342) mortgaged on July 16, 1975, Liber 4000 of Mortgages, page 196;
4. (D:343, 345) mortgaged on November 30, 1977, Liber 4488 of Mortgages, pages 152;
5. (D:346-347) mortgaged on March 29, 1988, Liber 8682 of Mortgages, page 81, Mortgage # CE033444;
6. (D:176/9) the DeLanos borrowed \$59,000 in March 1988 from Manufacturers & Traders Trust Bank;
7. (D:176/10) the DeLanos obtained \$59,000 in March 1988 from ONODAGA Bank/Overdraft;
8. (D:348) mortgaged on September 13, 1990, Liber 10363 of Mortgages, page 38, Mortgage # CH016334;
9. (D:348) mortgage assigned on November 26, 1991, Liber 893 of Assignment of Mortgages, page 402;
10. (D:349) mortgaged on December 13, 1993, Liber 12003 of Mortgages, page 507, Mortgage # CK039604;
11. (D:350-352) mortgaged on April 23, 1999, Liber 14410 of Mortgages, page 132, Mortgage # CQ002917
12. (D:353-354) involvement of the U.S. Department of Housing and Urban Development in a settlement dated April 23, 1999

**The DeLanos' income of \$291,470,
+ mortgage receipts of \$382,187 = \$673,657
and credit card borrowing of \$98,092**

unaccounted for due to the judges' and the trustees' refusal to require the DeLanos to produce documents supporting their declaration in Schedule B (D:31) of their bankruptcy petition that at the time of its filing on January 27, 2004, they had in hand and on account only \$535!¹

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

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

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

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

^d Why do these numbers not match?

TRUSTEE'S FINDINGS OF FACT AND SUMMARY OF 341 HEARING

1. Debtor(s) DAVID G DELANO
MARY ANN DELANO

Bk.# 04-20280

2. Attorney CHRISTOPHER K WERNER, ESQ
Plan:

Filing Fees: \$ 185 Paid

A. Summary: \$ 1940 per month by wage order

\$ 14145 * annually

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 \$ 940/month in August, 2006. Plus proceeds of accounts receivable

B. Feasibility:

Total Indebtedness \$ 185462 including mortgages
Monthly Income (net) \$ 4886.50 2944.50 (gross) \$ 7501.
Less Estimated Expenses \$ 2946.50
Excess for Wage Plan \$ 1940.
Duration of Plan 3 years

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	\$ 10,285	198 Chevy Blazer	Yes	\$ 6900	5119

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 \$ 17,173.2
- Available for judgment liens \$ 266
- Less priority claims \$ 16,655
- (Support \$ _____)
- C. Total available for unsecured creditors in liquidation \$ 1896 0
- D. Amount to be distributed to unsecured creditors \$ 4646
- 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 10/35.
8. Debtor requests no wage order because, (+) 2 concerns
(1)
9. Other comments: 1) Best Interest - \$1255
Attorney fees
(OK) AF's
But Court
Precedent
Consistent
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

GR

GEORGE M. REIBER
TRUSTEE

IN RE:

DeLoas David & Mary Ann

BK. #

04-20280

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 *in 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 to 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

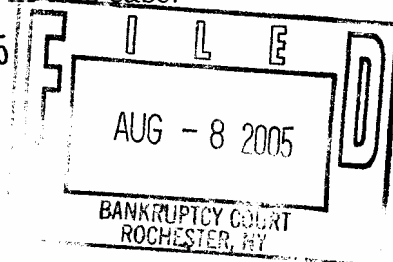
IT IS FURTHER ORDERED, that said employer notify said Trustee if the employment of said debtor be terminated and the reason for such termination; and

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			

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK
IN RE:
DAVID G. & MARY ANN DELANO**

CHAPTER 13

BK 04-20280

ORDER DISCHARGING DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN

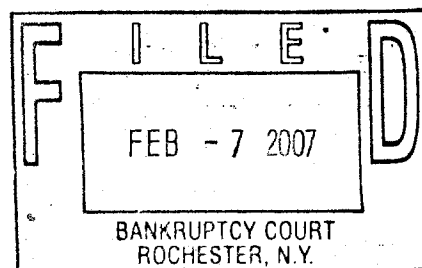
The Court finds that the debtor filed a petition under title 11, United States Code, on January 27, 2004, that the debtor's plan has been confirmed, and that the debtor has fulfilled all requirements under the plan.

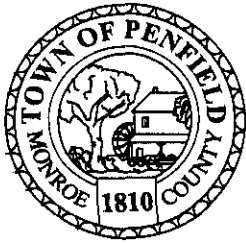
IT IS ORDERED THAT:

1. Pursuant to 11 U.S. C. §1328(a), the debtor is discharged from all debts provided for by the plan or disallowed under 11 U.S.C. §502, except any debt:
 - a. provided for under 11 U.S.C. §1322(b)(5) and on which the last payment is due after the date on which the final payment under the plan was due;
 - b. in the nature of alimony to, maintenance for, or support of a spouse, former spouse, or child of the debtor in connection with a separation agreement, divorce decree or other order of a court of record, or property settlement agreement, as specified in 11 U.S. C. §523(a)(5);
 - c. for a student loan or educational benefit overpayment as specified in 11 U.S. C. §523 (a)(8) in a case filed on or after November 15, 1990; or
 - d. for a death or personal injury caused by the debtor's unlawful operation of a motor vehicle while intoxicated from using alcohol, a drug, or another substance, as specified in 11 U.S. C. §523(a)(9),
 - e. for restitution included in a sentence on the debtors conviction of a crime, in a case filed on or after November 15, 1990;
 - f. for a fine included in a sentence on the debtor's conviction of a crime, in a case filed on or after October 22, 1994.
2. Pursuant to 11 U.S. C. §1328(d), the debtor is not discharged from any debt based on an allowed claim filed under 11 U.S.C. §1305(a)(2) if prior approval by the trustee of the debtor's incurring such debt was practicable and was not obtained.
3. Notwithstanding the provisions of title 11, United States Code, the debtor is not discharged from any debt made non-dischargeable by 18 U.S. C. §3613(f), by certain provisions of titles 10,37,38,42 and 50 of the United States Code, or by any other applicable provision of law.
4. All creditors are prohibited from attempting to collect any debt that has been discharge in this case.

DATED: 2/7/07
Rochester, NY


**JOHN C. NINPO, II
BANKRUPTCY JUDGE**





TOWN OF PENFIELD

Assessor's Office

1587 Jackson Road, Penfield, NY 14526

August 16, 2007

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

Dear Dr. Cordero:

Pursuant to our telephone conversation, I am sending you the information we have on file for 1262 Shoecraft Road, i.e.:

- the assessed value of the property is \$116,000 as of the 2005 town-wide revaluation
- the property sold April 23, 2007, for \$135,000

In reference to your questions (Nos. 1 through 12) regarding mortgages, we do not carry mortgage filing here. For that you will need to contact the County Clerk's Office:

Cheryl Dinolfo, County Clerk
101 County Office Building
39 West Main Street
Rochester, NY 14614

tel: (585) 753-1600
fax: (585) 753-1624

If you have any questions, please feel free to contact this office at (585) 340-8610.

Respectfully,

Ann Buck, IAO
Sole Assessor

AB:ja

cc: Cassie Williams, Town Clerk



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

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.

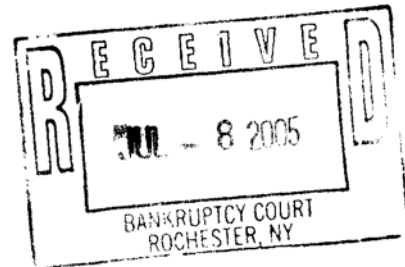
Very truly yours,

**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.boylandbrown.com>



**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
	<hr/> \$360.16

BILLING SUMMARY

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

TOTAL NEW CHARGES FOR THIS INVOICE	<hr/> \$16,654.66
---	-------------------

TOTAL BALANCE NOW DUE	<hr/> \$16,654.66
------------------------------	-------------------

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

TRUSTEE'S FINDINGS OF FACT AND SUMMARY OF 341 HEARING

1. Debtor(s) DAVID G DELANO
MARY ANN DELANO

Bk.# 04-20280

2. Attorney CHRISTOPHER K WERNER, ESQ
Plan:

Filing Fees: \$ 185 Paid

A. Summary: \$ 1940 per month by wage order

\$ 14145 * annually

Repayment to secured creditors \$ 6900

Repayment to priority creditors \$ 16,655

Repayment to unsecured creditors \$ 4646 25 % 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 \$ 940/month in August, 2006. Plus proceeds of accounts receivable

B. Feasibility:

Total Indebtedness \$ 185462 including mortgages
Monthly Income (net) \$ 4886.50 2944.50 (gross) \$ 7501.
Less Estimated Expenses \$ 2946.50
Excess for Wage Plan \$ 1940.
Duration of Plan 3 years

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	\$ 10,285	198 Chevy Blazer	Yes	\$ 6900	5119

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 \$ 17,173.2
- Available for judgment liens \$ 266
- Less priority claims \$ 16,655
- (Support \$ _____)
- C. Total available for unsecured creditors in liquidation \$ 1896 0
- D. Amount to be distributed to unsecured creditors \$ 4646
- 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 10/35.
8. Debtor requests no wage order because, (+) 2 concerns
(1)
9. Other comments: 1) Best Interest - \$1255
Attorney fees
(OK) AF's
But Court
Precedent
Consistent
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

GR

GEORGE M. REIBER
TRUSTEE

IN RE:

DeLoas David & Mary Ann

BK. #

04-20280

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 *in 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 to 19,000*
- ☐ Avoid Chapter 7 substantial abuse charge
- ☐ Protect debtor's property
- ☐ Others: _____

**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

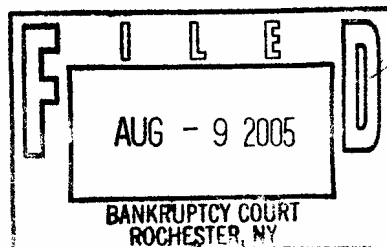
(10) Upon conversion of this case to a case under another chapter, the failure of the debtor to honor bad funds negotiated by the Chapter 13 Trustee shall be deemed a willful failure to obey an order of this Court.

Dated:

8/9/05

Rochester, New York

HON. JOHN C. NINFO, II
BANKRUPTCY JUDGE



United States Bankruptcy Court

For The
Western District of New York

Date: 12/7/2005

Case No: 04-20280

IN RE: DAVID G DELANO
1262 SHOE CRAFT ROAD
WEBSTER, NY 14580

MARY ANN DELANO
1262 SHOE CRAFT ROAD
WEBSTER, NY 14580

SSN #1: XXX-XX-3894
SSN #2: XXX-XX-0517

MOTION TO ALLOW CLAIMS

Pursuant to 11 U.S.C. 704(5), the trustee has examined the proofs of claim filed in this case and objected to the allowance of such claims as appeared to be improper except where no purpose would have been served by such objection. After such examination and objections, if any, the trustee states that claims should be deemed allowed, or "not filed" as indicated below.

Claim #	Name and Address of Creditor	Amount	Forgive %	Classification
001	SHERMAN ACQUISITIONS LP / D/B/A/RESURGENT CAPITAL SERVI PO BOX 10587 / GREENVILLE, SC 29603	1,991.00	87.3900%	Unsecured
002	BANK OF AMERICA / P O BOX 970 NORFOLK, VA 23501	3,335.08	87.3900%	Unsecured
003	B-FIRST, LLC / % WEINSTEIN TREIGER & RILEY, P.S. 2101 FOURTH AVE., STE. 900 / SEATTLE, WA 98121	10,203.24	87.3900%	Unsecured
004	B-FIRST, LLC / % WEINSTEIN TREIGER & RILEY, P.S. 2101 FOURTH AVE., STE. 900 / SEATTLE, WA 98121	5,317.97	87.3900%	Unsecured
005	BANK ONE / CARD MEMBER SERVICE P O BOX 15153 / WILMINGTON, DE 19886-5153	None	87.3900%	Not Filed .00
006	BANK ONE/FIRST USA BANK / PO BOX 517 RECOVERY DEPT / FREDERICK, MD 21705-0517	None	87.3900%	Not Filed .00
007	CAPITAL ONE / P O BOX 85147 RICHMOND, VA 23285	None	87.3900%	Not Filed .00
008	CAPITAL ONE / P O BOX 85147 RICHMOND, VA 23285	None	87.3900%	Not Filed .00
009	CAPITAL ONE AUTO FINANCE / P O BOX 260848 PLANO, TX 75026	6,900.00		Secured
		8.2500%	From 07/25/2005	
009	CAPITAL ONE AUTO FINANCE / P O BOX 260848 PLANO, TX 75026	3,853.28	87.3900%	Unsecured
010	CAPITAL ONE / C/O TSYS DEBT MANAGEMENT P.O. BOX 5155 / NORCROSS, GA 30091	None	87.3900%	Not Filed .00
011	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	11,616.06	87.3900%	Unsecured
012	CHASE MANHATTAN BANK USA / JP MORGAN CHASE 1820 E SKY HARBOR CIRCLE SOUTH / PHOENIX, AZ 85034-9701	None	87.3900%	Not Filed .00
013	CITIBANK/CHOICE / P O BOX 6305 EXCEPTION PYMT PROCESSING / THE LAKES, NV 88901-6305	None	87.3900%	Not Filed .00
014	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	2,227.57	87.3900%	Unsecured
015	SHERMAN ACQUISITIONS LP / D/B/A/RESURGENT CAPITAL SERVI PO BOX 10587 / GREENVILLE, SC 29603	4,170.45	87.3900%	Unsecured
016	DISCOVER FINANCIAL SERVICES / P.O. BOX 8003 HILLIARD, OH 43026	5,755.97	87.3900%	Unsecured
017	DISCOVER FINANCIAL SERVICES / P.O. BOX 8003 HILLIARD, OH 43026	None	87.3900%	Not Filed .00
018	DR RICHARD CORDERO / 59 CRESCENT STREET BROOKLYN, NY 11208-1515	None	87.3900%	Unsecured
019	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	2,137.64	87.3900%	Unsecured
020	GENESEE REGIONAL BANK / F/K/A LYNDON GUARANTY BANK 3380 MONROE AVE. / ROCHESTER, NY 14618			DirectPay 76,300.71
021	HSBC BANK USA / P.O. BOX 4215 BUFFALO, NY 14273-4215	9,447.80	87.3900%	Unsecured
022	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	6,812.31	87.3900%	Unsecured

United States Bankruptcy Court

For The
Western District of New York

Date: 12/7/2005

Case No: 04-20280

IN RE: DAVID G DELANO
1262 SHOECRAFT ROAD
WEBSTER, NY 14580

MARY ANN DELANO
1262 SHOECRAFT ROAD
WEBSTER, NY 14580

SSN #1: XXX-XX-3894
SSN #2: XXX-XX-0517

MOTION TO ALLOW CLAIMS

Pursuant to 11 U.S.C. 704(5), the trustee has examined the proofs of claim filed in this case and objected to the allowance of such claims as appeared to be improper except where no purpose would have been served by such objection. After such examination and objections, if any, the trustee states that claims should be deemed allowed, or "not filed" as indicated below.

Claim #	Name and Address of Creditor	Amount	Forgive %	Classification
023	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	19,272.56	87.3900%	Unsecured
024	ECAST SETTLEMENT CORPORATION / P.O. BOX 35480 NEWARK, NJ 07193-5480	3,931.23	87.3900%	Unsecured
025	CITI CARDS / PO BOX 20363 ATTN: BK DEPT / KANSAS CITY, MO 64195-0363	3,970.30	87.3900%	Unsecured
026	CITI CARDS / PO BOX 20363 ATTN: BK DEPT / KANSAS CITY, MO 64195-0363	None	87.3900%	Not Filed .00
027	WELLS FARGO FINANCIAL NY INC / 4137 121ST STREET URBANDALE, IA 50323	980.22	87.3900%	Unsecured
028	THE RAMSEY LAW FIRM / P.O. BOX 201347 ARLINGTON, TX 76006	None	87.3900%	Unsecured
029	GULLACE & WELD / 500 FIRST FEDERAL PLAZA ROCHESTER, NY 14614	None	87.3900%	Unsecured
030	BECKET AND LEE LLP / P.O. BOX 35480 NEWARK, NJ 07193	None	87.3900%	Unsecured
Total		101,922.68		

CHRISTOPHER K WERNER, ESQ
BOYLAN, BROWN, ET AL
2400 CHASE SQUARE
ROCHESTER, NY 14604-0000

9,948.00 Debtor's Attorney

Your Trustee has examined the claims and recommends to the Court that they be deemed allowed for the amounts claimed, payable in the manner classified subject to the provisions of the plan and other Court orders.

WHEREFORE, the Trustee prays that the foregoing claims be allowed as set forth above.

/s/ George M. Reiber
George M. Reiber
Standing Chapter 13 Trustee

NOTICE

At Rochester, NY
PLEASE TAKE NOTICE that the above claims are allowed as recommended by the Trustee and payable as provided by the debtor's plan. The debtor and debtor's attorney of record are hereby advised that written application for modification of this notice must be made within 30 days from the date of the certificate of mailing of this notice. The motion to allow claims is deemed approved without a separate order of this Court, absent a written application for modification.

CLERK /s/ Paul R. Warren

CERTIFICATE OF SERVICE
The undersigned hereby certifies that a copy of the Notice was sent electronically or by ordinary US Mail, postage prepaid on _____ to the debtor and attorney for the debtor.

/s/

IN THE
SUPREME COURT OF THE UNITED STATES

Dr. Richard Cordero, Petitioner

v.

David and Mary Ann DeLano, Respondents
docket no. 06-4780-bk in
the United States Court of Appeals
for the Second Circuit

and

James Pfuntner

v.

Trustee Kenneth Gordon et al.
sub nom. *In re Premier van*, docket no. 03-5023 in
the United States Court of Appeals
for the Second Circuit

On Petition for a Writ of Certiorari to

The United States Court of Appeals
for the Second Circuit

Petition for a Writ of Certiorari

October 3, 2008

by

Dr. Richard Cordero, Esq.

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

(as of June 29, 2007)

**Contents and Retrieval
of Documents Referred to by**
Letter:page number
in <http://Judicial-Discipline-Reform.org/>

I. CONTENTS **A:# pages** 1st page of docket

<i>Pfuntner v. Trustee Gordon et al.</i> , docket 02-2230, WBNY	A:1551
<i>Cordero v. Trustee Gordon</i> , docket 03cv6021L, WDNy	A:458
<i>Cordero v. Palmer</i> , docket 03mbk6001L, WDNy	A:462 (but see ToEA:156>462b)
<i>In re Premier Van et al.</i> , docket 03-5023, CA2	C:422
<i>In re Richard Cordero</i> , docket 03-3088, CA2	A:665g
<i>Cordero v. Gordon et al.</i> , docket 04-8371, Sup. Ct.	A:2229

D:#, Tr:#, Add:#, Pst:#, SApp:# pages

<i>In re DeLano</i> , docket 04-20280, WBNY	D:496
<i>Cordero v. DeLano</i> , docket 05cv6190L, WDNy	Pst:1181
<i>Dr. Richard Cordero v. David and Mary Ann DeLano</i> , dkt. 06-4780-bk, CA2, up to date at..... http://Judicial-Discipline-Reform.org/CA2_dkt/DeLano_dkt_CA2.pdf cf. brief	http://Judicial-Discipline-Reform.org/ DeLano_record/brief_DeLano_CA2.pdf

II. RETRIEVAL **Bank of Hyperlinks**

JDR's call for a Watergate-like *Follow the money!* investigation into a bankruptcy fraud scheme supported
by coordinated judicial wrongdoing:

[C:1/E:1](#); [C:271](#); [C:441](#); [C:551](#); [C:711](#); [C:821](#); [C:981](#); [C:1081](#); [C:1285](#); [C:1331](#); [C:1611](#); [C:1741](#)

Pfuntner: [A:1](#); [261](#); [A:353](#); [A:734](#); [A:1061](#); [A:1301](#); [A:1601](#); [A:1675](#); [A:1765](#) [E:1-60](#); [E:1-62](#)

DeLano: [D:1](#); [D:103](#); [D:203](#); [D:301](#); [D:425](#); [Add:509](#); [Add:711](#); [Add:911](#); [Pst:1171](#); [SApp:1501](#); [CA:1700](#)

Transcript of the evidentiary hearing in *In re DeLano* held in Bankruptcy Court, WBNY, on March 1, 2005: [Tr](#)

Downloadable Bank of Hyperlinks

http://judicial-discipline-reform.org/Bank%20of%20Links.htm#Table_of_Exhibits.htm

I. QUESTIONS PRESENTED

1. Whether the Court of Appeals for the Second Circuit (CA2) and the District and the Bankruptcy Courts, WD&BNY,

“so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, as to call for an exercise of this Court’s supervisory power” (Rule 10.a of the Rules of the Supreme Court of the U.S.; hereinafter SCtR #)

when they denied *every single document* that they needed both to ascertain disputed facts so as to determine which rule of law to properly state and apply, and to safeguard the integrity of judicial process, and that Petitioner, exercising his right to discovery, had requested to defend against a motion to disallow his claim on a debtor, a 39-year veteran banker and bankruptcy officer, whose motion was scheduled sua sponte for an evidentiary hearing by the bankruptcy judge, who therein acted as the debtor’s chief advocate and his lawyer’s former law firm partner, as shown by the transcript that the judge’s district judge colleague tried to prevent Petitioner from filing, and who at the end of the predetermined hearing disallowed the claim and deprived Petitioner of standing in order to stop him from requesting incriminating documents, including those as necessary for any judge to discharge his or her duty to establish the good faith of any bankruptcy petition as the debtor’s bank account statements and which Petitioner requested to prove that the debtor had concealed assets, such as \$673,657 still unaccounted for, by participating in a bankruptcy fraud scheme in which the debtor’s trustee had 3,907 *open* cases and his lawyer 525 before the bankruptcy judge, who had been twice-appointed by CA2, so that when Petitioner sought to show how its reappointee abused process to run the scheme with the artifice of the motion and the sham evidentiary hearing, CA2 denied him *every single document* to aid and abet the scheme and self-protect from incrimination in it, thus indulging a disqualifying self-interest in conflict with its duty to exercise its supervisory power and suppressing even the appearance of both due process and equal protection of law.

2. Whether it constitutes denial of a hearing and thus, of due process and of equal protection of the law, and a breach of contract for appellate review service in exchange for a filing fee, for a court to use a summary order to dispose of a case, as CA2 did in the instant appeal, without making a single reference to either any fact of the case, any brief of a party, or any document in the record, but on the contrary, citing in the order cases that objectively have nothing to do with either the facts of the appeal or any properly stated and applicable law to it, and after having disposed of all substantive motions by simply circling the option “Denied” rather than “Granted” on the Motion Information Sheet, whereby the court engages, as CA2 did here, in conduct from which a reasonable person can infer that it never read any part of the record since it would defeat its policy of expedient docket clearing applied to “approximately 75% of all cases” - 2nd Cir. Handbook, p17- including most pro se litigants and those represented by solo practitioners and small firms, as opposed to noteworthy litigants and their big law firms.
3. Whether WDNY Local Rule of Civil Procedure 5.1(h) (Add:633), which requires for filing a claim under RICO, 18 U.S.C. §1961 et seq., such detailed evidence before discovery has even started as to make such filing impossible in practice, is thereby void as inconsistent with the notice pleading and enabling provisions of the FRCivP, as a deprivation of a right of action granted by an act of Congress, and as a subterfuge crafted by the District Court and protected by CA2 in the self-interest of both of them through their abuse of judicial power to prevent the exposure of their support or toleration of a bankruptcy fraud scheme.
4. Whether 28 U.S.C. §158(b) allowing judges, circuits, and parties to choose whether to establish or resort to bankruptcy appellate panels impairs due process of law, provides for forum shopping, and denies equal protection under law so that it is unconstitutional and has been abused to terminate the BAP in the Second Circuit and allow local operation of a bankruptcy fraud scheme.

II. LIST OF PARTIES

1. The parties nominally included in the case at bar, *Dr. Richard Cordero v. David & Mary Ann DeLano*, 06-4780-bk, CA2, and in its procedural history as well as those in the related case to which it traces its origin, i.e. *Pfuntner v. Trustee Gordon et al.*, 02-2230, WBNY, to which Mr. DeLano and Dr. Cordero are parties (SCtR 12.4), or deemed to support or tolerate the bankruptcy fraud scheme and consistently served by Petitioner with every document that he produced, are the following:

- | | |
|--|--|
| a. David and Mary Ann DeLano, Debtors | g. James Pfuntner |
| b. Dr. Richard Cordero, Esq. | h. Chapter 7 Trustee Kenneth W. Gordon |
| c. Chapter 13 Trustee George Reiber | i. M&T Bank |
| d. Assistant U.S. Trustee Kathleen Dunivin Schmitt | j. Mr. David Dworkin |
| e. Bankruptcy Court Reporter Mary Dianetti | k. Jefferson Henrietta Associates |
| f. U.S. Trustees for Region II Deirdre A. Martini and Diana G. Adams | l. Mr. David Palmer |

III. TABLE OF CONTENTS

I. QUESTIONS PRESENTED.....	2431
II. LIST OF PARTIES	2433
III. TABLE OF CONTENTS.....	2433
IV. ITEMS IN THE APPENDIX: see XV. Appendix	2482
V. TABLE OF AUTHORITIES	2436
VI. CITATIONS OF THE OFFICIAL AND UNOFFICIAL REPORTS.....	2440
VII. BASIS FOR JURISDICTION	2440
VIII. CONSTITUTIONAL PROVISIONS, STATUTES, AND RULES INVOLVED IN THE CASE	2441

A.	Fifth Amendment to the Constitution of the United States	2441
B.	28 U.S.C. §158. Appeals	2441; Add:630
C.	District Court Local Rule of Civil Procedure 5.1(h), WDNY	2441; Add:633

IX. STATEMENT OF FACTS.....2442

A.	The DeLanos, inherently suspicious debtors in bankruptcy, and other scheming insiders of the bankruptcy system	2442
B.	The meeting of creditors of the DeLanos confirms that the insiders knew that they had committed bankruptcy fraud.....	2444
C.	The DeLanos' intrinsically incongruous and implausible statement of financial affairs	2446
D.	To stop Dr. Cordero from proving a bankruptcy fraud scheme, the DeLanos used the artifice of a motion to disallow his claim as creditor and Judge Ninfo staged a sham evidentiary hearing, for which both denied him <i>every single document</i> that he requested and at which the Judge disregarded Mr. DeLano's testimony and disallowed Dr. Cordero's claim for failure to introduce documents.....	2448
E.	District Judge Larimer in coordination with court clerks tried to keep Dr. Cordero from obtaining incriminating transcripts and denied him <i>every single document</i> that he requested.....	2451
F.	CA2 denied <i>every single document</i> that Dr. Cordero requested as an exercise of his right to discovery and that CA2 itself needed to discharge its duty both to know the facts so as to determine which properly stated rule of law to apply and to exercise its supervisory power to safeguard the integrity of judicial process in the circuit from its corruption by judges participating in a bankruptcy fraud scheme	2453

X. CA2's ORDER OF DISMISSAL RESTS ON THE WRONG LAW AND THE DISREGARD OF THE FACTS OF DELANO2456

A.	CA2's dismissal order fetched without discussing a doctrine and strung together two cases objectively inapplicable to <i>DeLano</i> both on the facts and the law, for it was a mere pretext to get rid of an appeal that could expose its support and toleration of a bankruptcy fraud scheme	2456
B.	CA2's characterization of Trustee Reiber's arrogantly perfunctory motion to dismiss as containing only "minor deficiencies" reveals its disingenuous disregard for the law and the facts.....	2459

XI. WDNY LOCAL RULE 5.1(H)

It exceeds the local rule-making power and was abused to protect the fraud schemers from RICO counts2461

XII. SECTION 158 OF 28 U.S.C.

It provides for bankruptcy appellate review by judges of unequal degree of impartiality in violation of the equal protection clause and is unconstitutional; and has been abused to run the bankruptcy fraud scheme.....2464

XIII. REASONS RELIED ON FOR ALLOWING THE WRIT2467

A. CA2 failed to address a single issue presented on appeal, let alone the unifying issue of bankruptcy fraud, but instead provided evidence of not even having read the briefs or motions, thereby denying Dr. Cordero a hearing while allowing the deprivation of his property by the judges below to stand, thus denying him due process of law2467

B. This Court’s exercise of its supervisory power is exceedingly justified by the overwhelming number of appellants that receive pro forma decisions that deny the essence of justice and by the all but complete unappelability of bankruptcy decisions that make bankruptcy and district courts safe havens for bankruptcy fraud schemes.....2474

C. The lack of the requested documents will prejudice the Court in deciding the petition for a writ of certiorari and, if granted, the case in chief as well as in safeguarding the integrity of judicial process by identifying and eliminating the bankruptcy fraud scheme that has corrupted it as part of coordinated wrongdoing in the courts below2475

XIV. RELIEF REQUESTED.....2478

Certificate of Service24811

XV. APPENDIX.....2482

IV. ITEMS IN THE APPENDIX

2. Table of contents of the items in the Appendix: see XV. Appendix2482

V. TABLE OF AUTHORITIES

A. CONSTITUTIONAL PROVISIONS

1. Fifth Amendment -----2441

B. CASES

2. *Atchison, Topeka & Santa Fe Ry. v. Buell*, 480 U.S. 557, 568 n.15, 107 S. Ct. 1410, 94 L. Ed. 2d 563 (1987) -----2462
3. *Brown Show Co. v. United States*, 370 U.S. 294, 306, 82 S.Ct. 1502, 1513, 8 L.Ed. 2d 510 (1962)-----2479
4. *Connecticut National Bank v. Germain*, 112 S.Ct. 1146, 503 U.S. 249, 117 L.Ed.2d 391 (1992)-----2440
5. *Devaney v. Chester*, 813 F2d 566, 569 (2d Cir. 1987)-----2463
6. *Dr. Richard Cordero v. David & Mary Ann DeLano*, 06-4780-bk, CA2-----2433,
----- 2443, 2453, 2454, 2457, 2459, 2460, 2475, 2478, 2479
7. *Greenholtz v. Inmates of the Nebraska Penal & Correctional Complex*, 442 U.S. 1, 40 (1979) (Marshall, J., dissenting) -----2470
8. *Hall v. Sullivan*, 229 F.R.D. 501, 504 (D.Md. 2005) -----2479
9. *In re Chateaugay Corp.*, 94 F.3d 772, 776 (2d Cir.1996) -----2458
10. *In re Chateaugay*, 988 F.2d 322, 326 (2d Cir. 1993)----- 2457, 2458
11. *In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 144 (2d Cir. 2005)----- 2457, 2458
12. *In re Rockefeller Ctr. Props., Inc. Secs. Litig.*, 311 F.3d 198, 216 (3d Cir. 2002) -----2462
13. *Metromedia*, §III -----2458
14. *Pfuntner v. Trustee Gordon et al.*, 02-2230, WBNY ----- 2433, 2442, 2443, 2449,
-----2450, 2456, 2459, 2475, 2478, 2479
15. *Stern v. U.S. District Court, DMA*, 214 F.3d 4 (s 1st Cir. 2000)-----2462

C. STATUTES

16. Pub.L. 91-451 §904-----	2461
17. 11 U.S.C. Chapter 13-----	2455
18. 11 U.S.C. §341 -----	2443
19. 11 U.S.C. §521(a)(4) -----	2445
20. 11 U.S.C. §704(a)(4) and (7) -----	2444
21. 11 U.S.C. §§1302(b)(1) -----	2444
22. 11 U.S.C. §1322(a)(3) and (b)(1)-----	2455
23. 11 U.S.C. §1325(a)(3)-----	2444
24. 11 U.S.C. §1330(a) -----	2455
25. 11 U.S.C. §1330(b) -----	2455
26. 18 U.S.C. §152(1) -----	2446
27. 18 U.S.C. §§152-157 -----	2446
28. 18 U.S.C. §1291 -----	2438
29. 18 U.S.C. §1519-----	2446
30. 18 U.S.C. §1961 RICO-----	2432, 2460
31. 18 U.S.C. §3571 -----	2446
32. 28 U.S.C. §47 -----	2463
33. 28 U.S.C. §152 -----	2442
34. 28 U.S.C. §152(a)(1) -----	2464
35. 28 U.S.C. §157(a)-----	2463
36. 28 U.S.C. §158(b)-----	2432, 2463, 2465
37. 28 U.S.C. §§158(d) -----	2438
38. 28 U.S.C. §294(d)-----	2476

39. 28 U.S.C. §453 -----	2469
40. 28 U.S.C. §455 -----	2464
41. 28 U.S.C. §586(e)(1)(B)(ii)(I)-----	2441
42. 28 U.S.C. §1254(1) -----	2438
43. 28 U.S.C. §1651 -----	2474
44. 28 U.S.C. §1651(a) -----	2476
45. 28 U.S.C. §1914 -----	2462
46. 28 U.S.C. §2072 -----	2459
47. 28 U.S.C. §2403(a) -----	2439

D. SCtR

48. SCtR 10.a-----	2431, 2474
49. SCtR 12.4-----	2433
50. SCtR 19.1-----	2477
51. SCtR 21.2.c -----	2477
52. SCtR 26.4(b)-----	2477
53. SCtR 37.5-----	2477
54. SCtR 39.3 & 5 -----	2477
55. SCtR 40.1 & 2 -----	2477

E. FRAP

56. FRAP CA2 Local Rule §0.17.1 and 17.3-----	2467
57. FRAP CA2 Local Rule 27(j) -----	2470, 2471

F. FRCivP

58. FRCivP -----	2432, 2459
------------------	------------

59. FRCivP 1 -----	2477
60. FRCivP 8(a)(2) -----	2459
61. FRCivP 8(e) -----	2459
62. FRCivP 9(b) -----	2460
63. FRCivP 11 -----	2460
64. FRCivP 26-37 -----	2448, 2460
65. FRCivP 83(a)(1) -----	2459
66. FRCivP 84 -----	2460

G. WDNY LOCAL RULES OF CIVIL PROCEDURE

67. WDNY LR 5.1(h) -----	2432, 2439, 2459, 2460, 2461, 2476
68. WDNY LR 83.5 -----	2460, 2462, 2463

H. FRBkrP

69. FRBkrP 1001 -----	2477
70. FRBkrP 2004(b) -----	2443
71. FRBkrP 5004(b) -----	2464
72. FRBkrP 7026-7037 -----	2448
73. FRBkrP 8006 -----	2450
74. FRBkrP 8007 -----	2450
75. FRBkrP 9011(b)(3) -----	2461

I. OFFICIAL COMMENTS ON STATUTES AND RULES

76. Revision Notes and Legislative Report on 11 U.S.C. §704, 1978 Acts, 2 nd para. -----	2441
77. Advisory Committee Notes to FRBkrP 5002 -----	2463

78. Advisory Committee Notes on the 1996 Amendments to FRBkrP
5005, Filing and Transmittal of Papers-----2465

J. CODE OF FEDERAL REGULATIONS

79. 28 CFR §58.6(10) -----2442

K. OTHER AUTHORITIES

1) Administrative Office of the U.S. Courts

80. <http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.1-----2474
81. <http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.2-----2472
82. <http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.4-----2472
83. <http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.5-----2469
84. http://www.uscourts.gov/Press_Releases/2008/BankruptcyFilingsAug2008.cfm ----- 2474

2) Court of Appeals for the Second Circuit

85. <http://www.ca2.uscourts.gov/clerk.htm> >2nd Circuit Handbook, pg.7 -----2472
86. <http://www.ca2.uscourts.gov/clerk.htm> >2nd Circuit Handbook, pg.17 -----2470
87. <http://www.ca2.uscourts.gov/Reports/05/2005%20Annual%20Report%20-%20FINAL.htm> >Statistics> pg.108-----2474
88. <http://www.ca2.uscourts.gov/Reports/05/2005%20Annual%20Report%20-%20FINAL.htm> >Statistics> pg.112-----2474

VI. CITATIONS OF THE OFFICIAL AND UNOFFICIAL REPORTS

3. Petitioner knows of no opinions or orders by the courts to have been published in any reporter.

VII. BASIS FOR JURISDICTION

4. On February 7, 2008, the CA2 entered the order dismissing the case. (CA: 2180)

5. On May 9, 2008, CA2 entered the order denying Petitioner Dr. Cordero's timely motion for panel rehearing and hearing banc. (CA: 2209)
6. On July 30, Justice Ginsburg extended the time in which to file a petition for a writ of certiorari to and including October 6, 2008. (US:2310)
7. The appeal from the Bankruptcy Court to the District Court was filed under 28 U.S.C. §158. The appeal to CA2 was founded on 28 U.S.C. §§158(d) and 1291, both of which apply to bankruptcy appeals, *Connecticut National Bank v. Germain*, 112 S.Ct. 1146, 503 U.S. 249, 117 L.Ed.2d 391 (1992). The jurisdiction of this Court is invoked under 28 U.S.C. §1254(1).
8. The constitutionality of 28 U.S.C. §158 is drawn into question. Consequently, 28 U.S.C. §2403(a) may apply.
9. CA2's pursuit of expediency would have led it not to certify, pursuant to 28 U.S.C. §2403(a), to the Attorney General the fact that the constitutionality of 28 U.S.C. §158 was drawn into question; and Petitioner has no knowledge of any such certification.

VIII. CONSTITUTIONAL PROVISIONS, STATUTES, AND RULES INVOLVED IN THE CASE

A. Fifth Amendment to the Constitution of the United States

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

in the Appendix infra

B. 28 U.S.C. §158. Appeals.....Add:630

C. WDNY Local Rule of Civil Procedure 5.1(h) RICO claimsAdd:633

IX. STATEMENT OF FACTS

A. The DeLanos, inherently suspicious debtors in bankruptcy, and other scheming insiders of the bankruptcy system

10. The DeLanos are exceptional bankrupts, for Mr. DeLano was at the time of filing the bankruptcy petition on January 27, 2004, a 39-year career financial and banking officer (Transcript, page 15 Line 17 to pg 16 L15=Tr:15/17-16/15) and Mrs. DeLano was a Xerox technician, a person experienced in thinking methodically along a series of technical steps. Both knew exactly what moves to make to prepare for a debt-free asset-loaded golden retirement by filing a voluntary petition although their assets of \$263,456 far exceeded their liabilities of \$185,462. (D:29) Indeed, when they filed their petition, Mr. DeLano was and continued to be employed as an officer in precisely the bankruptcy department of a major bank, M&T Bank, with \$65 billion in assets at the end of 2007. Hence, they filed their petition in the U.S. Bankruptcy Court, WBNY, under 11 U.S.C. Chapter 13 "Adjustment of debts of an individual with regular income", thus avoiding liquidation under Chapter 7. Together with the petition they filed a plan for debt repayment to their creditors for the minimum of 3 years, at the end of which Mr. DeLano, 62, would be 65 and could collect a 100% of his social security pension. Timing matters.
11. An insider of the bankruptcy system, Mr. DeLano had learned during his 39-year long career how to keep people afloat with financial advice and how to sink them with stories of their wrongdoing with one of the two most insidious corruptors: *Money!* Mr. DeLano's petition came as a farewell wish list before Bankruptcy Judge John C. Ninfo, II, WBNY (D:317, 325, 327).
12. Judge Ninfo too was exceptional: "At the time of his appointment to the bench in 1992 he was a partner in the law firm of Underberg and Kessler in Rochester [where] from 1970 until 1992 he engaged in private law practice". (http://www.nywb.uscourts.gov/about_judge_ninfo_46.php, Add:636) That firm represents M&T Bank and Banker DeLano in *Pfuntner* (Add:531), which is pending before the Judge. Mr.

DeLano mishandled the bankruptcy concerned in that case, thus harming Dr. Cordero, a defendant in *Pfuntner*, who impleaded him as a third party defendant (Add:785); so arose the claim there that later became at stake in *DeLano*. Judge Ninfo handled the other most insidious corruptor: *Power!* Judicial power over people's property, liberty, and even life that is in practice unaccountable becomes absolute power...and corrupts absolutely.

13. The DeLanos listed Dr. Cordero among their unsecured creditors in their voluntary bankruptcy petition. (D:40) They submitted it and their debt repayment plan for evaluation to the chapter 13 trustee, who is supposed to represent unsecured creditors. (Revision Notes and Legislative Report on 11 U.S.C. §704, 1978 Acts, 2nd para.; D:882§II) That Trustee was George Reiber, Esq.
14. Trustee Reiber too is especial: According to PACER, he had 3,907 *open* cases before Judge Ninfo out of his 3,909 *open* cases. After his evaluations, he depends on Judge Ninfo to have his recommendations for bankrupts' plans approved so that he may keep his 10% fee of every payment made through him under the plan to the creditors. (28 U.S.C. §586(e)(1)(B)(ii)(I)) His frequent appearances before the Judge and his financial interest in the Judge's goodwill toward him have developed a modus operandi between them that has led the Trustee's loyalties to run to the Judge, not to one-time creditors, much less to non-local ones who live hundreds of miles away from Rochester, NY, such as Dr. Cordero, a resident of NY City. When the Trustee and the Judge rubberstamp petitions smoothly, so flows the enormous amount of money that they control ...in just this one case the whereabouts of \$673,657 of the DeLanos' are still unknown. (CA:1654)
15. It was Assistant U.S. Trustee Kathleen Dunivin Schmitt, Trustee Reiber's supervisor, who allowed him to amass such an unmanageable number of cases. So much so that since he could not be at the same time in all places where he was needed, she let him conduct the meeting of creditors (11 U.S.C. §341: D:23) of the DeLanos on March 8, 2004, not only in a room connected to her office, but also unlawfully by his attorney, James Weidman, Esq. For a trustee not to conduct a

meeting of creditors personally is such a serious violation of his duty that it is listed in 28 CFR §58.6(10) among the causes for removal. (SApp:1689) On that occasion, Trustee Reiber was taking care of business, of all places, downstairs in Judge Ninfo's courtroom. In a well coordinated scheme everybody has to pitch in. Trustee Schmitt's friendly next door neighbor is the local office of the U.S. Department of Justice in the cozily small federal building in Rochester.

16. Accompanying the DeLanos to the meeting were their one of a kind attorneys (D:79¶3): Christopher Werner, Esq., had brought 525 cases before Judge Ninfo, according to PACER, and at the time had spent 28 years in the business. (D:217) Michael J. Beyma, Esq., is also a partner in Underberg & Kessler, the same law firm in which Judge Ninfo was a partner at the time of his appointment by CA2 under 28 U.S.C. §152 to his first 14-year term as bankruptcy judge. He represents both Mr. DeLano and his employer, M&T Bank. (Add:531, 532, 778, 784, 811). Mr. Beyma "was a founding partner of Boylan, Brown LLP in 1974", the law firm in which Mr. Werner is a partner. (<http://www.underberg-kessler.com/Attorneys/Detail/?ID=30>) It is better when everything remains in the family. (law firm addresses at US:2481 infra)

B. The meeting of creditors of the DeLanos confirms that the insiders knew that they had committed bankruptcy fraud

17. Att. Weidman knew perfectly well what was going on with the DeLanos and the other co-schemers. At that meeting of creditors, he examined the DeLanos under oath while being officially recorded on an audio-tape. After examining the DeLanos, Mr. Weidman asked whether any of their creditors were in the audience. Dr. Cordero was the only one present. He identified himself and stated his desire to examine them. Mr. Weidman asked him to fill out an appearance form (D:68) and to state what he objected to. Dr. Cordero submitted to him and Mr. Werner copies of his Objection to Confirmation of the DeLanos' Plan of Debt Repayment (D:63). No

sooner had he asked Mr. DeLano to state his occupation –he answered ‘a bank loan officer’ - and then how long he had worked in that capacity -he said 15 years, but see Tr:15/17-16/15- than Mr. Weidman unjustifiably asked Dr. Cordero whether and, if so, how much he knew about the DeLanos’ having committed fraud. When Dr. Cordero would not reveal what he knew, Att. Weidman put an end to the meeting even though Dr. Cordero had asked only two questions! (D:79§I-III; Add:889§II)

18. Later that afternoon at the confirmation hearing before Judge Ninfo in the presence of Trustee Reiber and Att. Weidman and without being contradicted, Dr. Cordero brought to the Judge’s attention how that Attorney had prevented him from examining the Debtors. Rather than uphold the law and Dr. Cordero’s right thereunder, Judge Ninfo faulted Dr. Cordero for applying the Bankruptcy Code too strictly and thereby missing “the local practice”. He stated that Dr. Cordero should have phoned to find out what that practice was and, if he had done so, he would have learned that the trustee would not allow a creditor to go on asking questions. (D:99§C) Thereby the Judge protected the co-scheming “locals” from the law of the land of Congress, which provides for not one, but rather a series of meetings where creditors can engage in a very wide-scope examination of the debtors. (11 U.S.C. §341; FRBkrP 2004(b); D:283¶¶a-b, 98§II; SApp:1659 4th para. et seq.; D:362§2; Add:891§III)
19. For months thereafter, the DeLanos continued to treat Dr. Cordero as a creditor, pretending to be obtaining the documents that he had requested through Trustee Reiber. (D:63, 151, 73, 74, 103, 111, 116, 117, 120, 122, 123, 128, 138, 149, 153, 159, 160, 162, 165, 189, 203) They also pretended to be available for an adjourned meeting of creditors where those documents would be used to examine them under oath. (CA:1731¶25) But the documents only trickled in. Worse yet, the documents that they produced during the dragged-on period were incomplete, even missing pages! (D:194§II) Would Mr. DeLano have lasted 39 years in banking if his performance in

producing his own documents had been a reflection of his competency to obtain the documents necessary for his employer, M&T Bank, to decide on its clients' financial applications?

20. The DeLanos' production of documents was so objectionable that Trustee Reiber himself moved to dismiss the petition "for unreasonable delay which is prejudicial to creditors, or to convert to a Chapter 7 proceeding", that is, liquidation. (D:164) This was only for show, or for other purpose, given that the Trustee never asked the DeLanos, despite Dr. Cordero's requests, to produce documents as obviously pertinent to determine the good faith of any petition (11 U.S.C. §1325(a)(3)) as their bank account statements, which they have not produced to date. Neither Trustee Schmitt nor her superior, U.S. Trustee for Region 2, Deirdre A. Martini, required Trustee Reiber or the DeLanos to produce those documents. Yet, it was the trustees' duty to obtain that type of documents of each bankrupt to determine their compliance with the Bankruptcy Code and to meet the request of a party in interest. (11 U.S.C. §§1302(b)(1), 704(a)(4) and (7)) Those trustees had especial reasons to do so in the case of the DeLanos: Their petition contained a statement of financial affairs so intrinsically incongruous and implausible as to give rise to probable cause to suspect that it was a vehicle of concealment of assets and evasion of debts.

C. The DeLanos' intrinsically incongruous and implausible statement of financial affairs

21. The DeLanos stated in Schedules A-J, the Statement of Financial Affairs, the Plan for Debt Repayment, and various Declarations accompanying the petition (all referred to herein as the petition):
- a. that their total assets were \$263,456 while their total liabilities were only \$185,462, yet they proposed to repay only 22¢ on the dollar (D:29, 23);
 - b. that they had in cash and on account only \$535 (D:31), although they declared that their

excess income after subtracting from their monthly income their monthly living expenses was \$1,940 (D:45), and that in just the three fiscal years preceding their bankruptcy filing they had earned \$291,470 (D:47; 2001-03 1040 IRS forms at D:186-188);

c. that they owed \$98,092 on 18 credit cards (D:38), while they valued their household goods at only \$2,810 (D:31), less than their \$3,880 excess income in only two months and less than even 1% of the \$291,470 that they had earned in the previous three years! Even couples in urban ghettos end up with goods in their homes of greater value after having accumulated them over their worklives of more than 30 years;

d. that their only real property was their home, appraised two months before their filing at \$98,500, as to which their mortgage was still \$77,084 and their equity only \$21,416 (D:30)...after making mortgage payments for 30 years! and having received during that period at least \$382,187 through a string of eight known mortgages! (D:341-354) *Mind-boggling!* For each of those mortgages they had to pay closing costs. For example, just for the last known mortgage they had to pay \$3,444. (D:351, 354 lines 1400 and 1602) None of the trustees or any of the judges that had the duty to review the facts could have either competently or honestly believed that Career Banker DeLano would waste on closing costs for eight mortgages more money than the equity he ended up with in his home. They had to ask: “What did you do with all that money received from eight mortgages?”

22. None did despite their power to do so (11 U.S.C. §521(a)(4)) and Dr. Cordero’s request that they do it. (D:77, 492) Far from it, Trustee Reiber was ready to recommend after that meeting of creditors the confirmation by Judge Ninfo of the DeLanos’ debt repayment plan without either of them having checked the underlying bankruptcy petition against any supporting documents. Only Dr. Cordero’s Objection (D:63) stopped their rubberstamping the plan; otherwise, they would have given the DeLanos a retirement gift at the expense of the creditors and gotten insurance for

themselves by avoiding that the denial of the petition as fraudulent and the indictment of the DeLanos could have led Mr. DeLano to plea bargain by trading up his stories about the officers' role in the fraud scheme against leniency for the couple.

D. To stop Dr. Cordero from proving a bankruptcy fraud scheme, the DeLanos used the artifice of a motion to disallow his claim as creditor and Judge Ninfo staged a sham evidentiary hearing, for which both denied him *every single document* that he requested and at which the Judge disregarded Mr. DeLano's testimony and disallowed Dr. Cordero's claim for failure to introduce documents

23. Dr. Cordero continued analyzing the petition intrinsically and extrinsically for its consistency with the few documents produced. (D:63, 165-188) In a written statement submitted to Judge Ninfo (D:193), he showed that the DeLanos had concealed assets, a violation of 18 U.S.C. §152(1), and thereby committed bankruptcy fraud. That crime is punishable by up to 20 years in prison and a fine of up to \$500,000 under 18 U.S.C. §§152-157, 1519, and 3571 (D:46).
24. Only thereafter, in July 2004, after the DeLanos had treated Dr. Cordero as creditor for six months, did they come up with the idea of a motion to disallow his claim. (D:218) They did not cite any authority at all for challenging the presumption of validity of a creditor's claim. (D:256§VII) Moreover, their challenge had become barred by waiver and laches. (D:255§VI) Indeed, they themselves had listed in Schedule F (D:40) Dr. Cordero's claim against them in *Pfuntner* precisely because Mr. DeLano had been aware for more than a year and a half that in November 2002, he had been brought into *Pfuntner* as a third party defendant by Dr. Cordero (Add:785). In addition, months before his motion, in May 2004, he had been reminded thereof by Dr. Cordero filing his proof of claim (D:142) with relevant excerpts of his third party complaint in *Pfuntner* (D:250§I). What is more, in April 2004 the DeLanos had raised the objection,

already untimely after treating Dr. Cordero as their creditor for months, that he “is not a proper creditor in this matter”. (D:118) Less than 10 days later, Dr. Cordero countered their objection. (D:128) Then they dropped the issue...for months. Their conduct shows that their motion to disallow was a desperate attempt to get rid of Dr. Cordero and his overt charge of their commission of bankruptcy fraud as part of the bankruptcy fraud scheme. (D:253§V)

25. Judge Ninfo came through to assist Co-schemer DeLano with his disallowance motion artifice. Sua sponte, he called in his order of August 30, 2004, for an evidentiary hearing to determine the motion. (D:272) He required that thereat Dr. Cordero introduce evidence to establish his claim against Mr. DeLano in *Pfuntner*, that is, in isolation from all the other parties, their claims and defenses, and issues. Dr. Cordero realized that he was being set up to try piecemeal in *DeLano* one claim severed from *Pfuntner*. So he moved in CA2 to quash the Judge’s order. (D:441) CA2 merely “Denied” with no explanation the motion to disallow. (D:312) Thereby it covered up for his use of a process-abusive motion and encouraged him to engage in even more abuse.
26. Judge Ninfo got the message and resorted to even more egregious abuse, knowing that he would soon be rewarded with his reappointment to a second 14-year term bankruptcy judgeship, as he was in 2006, and that for Dr. Cordero to complain about him to CA2 would prove useless, as it already had before (D:425; SApp:1655, 1657; CA:1721, 1859 fn.5). So he required that discovery for the evidentiary hearing be completed by December 15, 2004, when he would set its date. (D:278¶3) On the strength of that order, Dr. Cordero requested documents from the DeLanos, including those to which he was entitled not only as a creditor, but also as a mere party in interest and as a party to *Pfuntner*. (D:287) But the DeLanos and Mr. Werner, the attorney who had brought 525 cases before Judge Ninfo, denied him *every single document*, self-servingly characterizing all as irrelevant. (D:313, 314) Dr. Cordero moved Judge Ninfo to order the DeLanos to comply with the discovery provisions of his order and respect his right to

discovery under FRBkrP 7026-7037 and FRCivP 26-37. (D:320§II) Disregarding his own order and showing contempt for the rules, Judge Ninfo aided and abetted the DeLanos' blatant violation of the right to discovery (D:325) and denied him *every single document!* (D:327) In December, he scheduled the evidentiary hearing for March 1, 2005. (D:332)

27. Having no documents to introduce, Dr. Cordero examined Mr. DeLano at the evidentiary hearing. Judge Ninfo acted as Mr. DeLano's Chief Advocate, as if he still were a partner in the law firm of his other attorney, Mr. Beyma, who was there and had entered his appearance. (Tr:2) The Judge objected on behalf of Mr. DeLano to Dr. Cordero's questions, warned him about how to answer them, and engaged Dr. Cordero in an adversarial discussion. (Pst:1266§E)
28. Although Judge Ninfo reduced Atts. Beyma and Werner to deferential second chairs, they were not inactive at all. Far from it. So confident did they feel in the presence of Mr. Beyma's old buddy John and Mr. Werner's frequent trier of 525 cases that they signaled answers to Mr. DeLano while he was on the stand being examined under oath by Dr. Cordero. When the latter protested in each of several occasions, Judge Ninfo ludicrously pretended that he had not seen them do so even though the attorneys were only a few feet in front of him and near Dr. Cordero's table in the well. (Beyma Tr.28/13-29/4, 75/8-76/3; Werner: 141/20-143/16; Pst:1289§f). No doubt, their experience with the Judge had assured them that they could suborn perjury right in front of his eyes with no adverse consequences for themselves or Career Banker-Insider DeLano.
29. Indeed, Mr. Werner felt so confident that the Judge would grant his motion to disallow Dr. Cordero's claim against Mr. DeLano that neither of them had read the complaint containing it (Add:785) or the proof of claim (D:142) or even brought a copy of either to the hearing. So in the middle of it, Mr. Werner asked Dr. Cordero to lend them his copy! (Tr.49/13-50/25; Pst:1288§e)
30. What prompted Atts. Werner and Beyma's effort to suborn perjury was that the testimony that Mr. DeLano was giving confirmed Dr. Cordero's claim against him in *Pfuntner*. (Pst:1285¶70)

So Judge Ninfo explicitly disregarded Mr. DeLano's testimony against self-interest as "confused", although it concerned his own handling of the bankruptcy at stake in *Pfuntner*, and found that Dr. Cordero had not introduced any documents to prove his claim, the very same ones that they had taken care to deny him during discovery. Then he entered the predetermined disallowance of Dr. Cordero's claim and deprived him of standing to participate in *DeLano* anymore. (Pst:1281.d) Judge Ninfo can be "heard" as the partisan, leading voice of the schemers in the transcript. (Pst:1255§E). Dr. Cordero had in fact been set up.

31. Does the use of a disallowance motion as an artifice to conceal incriminating documents and of a sham evidentiary hearing to eliminate a troublesome party that could blow the cover of a bankruptcy fraud scheme seem to you to have anything to do with due process, the rule of law, fairness, or equity? Or are they means of coordinated wrongdoing used by bankruptcy system insiders to escape detection? Will you too condone their fraud scheme without qualms because it involves peers and friends or condemn it with outrage because it offends justice and the conscience?

E. District Judge Larimer in coordination with court clerks tried to keep Dr. Cordero from obtaining incriminating transcripts and denied him *every single document* that he requested

32. On appeal from the disallowance of the claim against the DeLanos, District Judge David G. Larimer, WDNY, covered up for Judge Ninfo, his peer downstairs, by denying *every single document* that Dr. Cordero requested (Add:951, 1021; Pst:1307), including the transcripts of the initial and the adjourned meetings of creditors (D:333; Pst:1262¶¶13-21). He even maneuvered together with Bankruptcy clerks, trustees, and Court Reporter Mary Dianetti to prevent the incriminating transcript of the evidentiary hearing from being incorporated into the record on appeal by being sent the record from the Bankruptcy clerk before it was complete, in violation of

FRBkrP 8006 and 8007 (Add:679), and repeatedly scheduling Dr. Cordero's brief before the Reporter had even had time to respond to his letter requesting the transcript (Add: 692, 695, 831, 836, 839). It cost Dr. Cordero seven month's worth of effort and money (Add:870, 911, 991, 993, 1019; Pst:1264 ¶22-26) to thwart their maneuver and have that transcript produced so that he could use it to write and support his appellate briefs to the District Court and eventually to CA2 and this Court. (Add:1027, 1031; CA1735§1)

33. Despite the transcript, Judge Larimer affirmed the disallowance in a conclusory order (SApp:1501) that did not make even one reference to it or to Dr. Cordero's brief. What is more, he did not use once the term 'fraud' even though it and 'a bankruptcy fraud scheme' were the express key notions of the four questions presented on appeal (Pst:1257§C; CA:1749§2) and permeated the brief. Actually, Judge Larimer did not address even one of those questions. On the contrary, he committed the gross mistake of stating that the "preserved, appellate issues" had been "set forth" by the DeLanos' attorneys'. (SApp:1502 2nd para.) However, those attorneys never filed a cross appeal and thereby could not present any issues on appeal at all. (CA:1746§1) The issues that Judge Larimer went on to name were those "set forth" by those attorneys in their response to Dr. Cordero's brief. (Pst:1365) Yet, he did not engage in any legal analysis of even those issues. (CA:1756§4) In fact, to write his order Judge Larimer need not have read Dr. Cordero's brief at all; he only needed to skim over the DeLanos'. (Pst:1361, 1398§§II-III, 1409§V)

34. Judge Larimer showed blatant partiality. (CA:1752§3) He refused to take notice of the controversy that was put to him by Appellant Dr. Cordero, thus denying him opportunity to be heard while confirming Judge Ninfo's taking of his property right for the benefit of the schemers. Consequently, Judge Larimer denied Dr. Cordero due process of law and did so intentionally as part of coordinated wrongdoing aimed at covering up and running a bankruptcy fraud scheme.

F. CA2 denied *every single document* that Dr. Cordero requested as an exercise of his right to discovery and that CA2 itself needed to discharge its duty both to know the facts so as to determine which properly stated rule of law to apply and to exercise its supervisory power to safeguard the integrity of judicial process in the circuit from its corruption by judges participating in a bankruptcy fraud scheme

35. CA2 docketed the appeal in *DeLano* (06-4780-bk) on October 25, 2006 (Sapp:1571), and the following day entered Dr. Cordero's Statement of Issues (SApp:1508).
36. On 12 occasions, (Table at US:2484 *infra*) during the appeal, Dr. Cordero requested that CA2 order the production of the documents listed in his proposed order of production. But CA2 denied him *every single document*, doing so summarily, with no explanation, only an expedient circling around the option "Denied", as opposed to "Granted", on the Motion Information Sheet.
37. When even that proved to be too demanding, CA2 resorted to another expedient way to get rid of motions. On July 18, 2007, Dr. Cordero raised a "Motion suggesting en banc consideration of the 3 denials of the motions for document production; and if denied, for the Court to disqualify itself due to conflict of interests and refer the case to the Attorney General under 18 U.S.C. §3057(a)" (CA:1945) In its disposition on August 9, CA2 "ordered that this motion and all further motions filed by Dr. Cordero are referred to the panel assigned to hear this appeal". (CA:2079) By referring en bulk all of Dr. Cordero's future motions to the panel, CA2 signaled that it would not even bother to take notice of the nature of his motions, which could very well deal with a matter other than a request for documents. In effect, CA2 denied Dr. Cordero any further access to it and did so discriminatorily, for the order expressly concerned only Dr. Cordero's motions. So when on August 29, Dr. Cordero moved "for oral argument on the motion of July 18 suggesting en banc consideration of the three denials of the motions for document production to be held before argument is heard on the case in chief" (CA:2081), CA2 simply "ordered that the motion is referred to the panel that will hear the merits" (CA:2087).
38. The proof of CA2's discriminatory attitude came when Trustee Reiber filed a motion to dismiss

the appeal on October 30. (CA:2101). The Trustee knew that CA2 could not order production of the documents requested by Dr. Cordero and thereby risk exposing the district and bankruptcy judges' involvement in the bankruptcy fraud scheme and as a result, being incriminated therein for having supported or tolerated it. Hence, the Trustee had not bothered for over a year even to file an appearance in the appeal. In fact, he had filed none in the District Court either. Yet, in Dr. Cordero's briefs in both courts he had been implicated in the scheme and his removal had been requested. (Pst:1306¶123.d; CA:1773¶f) Trustee Reiber did not bother to file any paper in opposition even though if such relief had been granted, he would have lost his livelihood.

39. Even before that, while still in Bankruptcy Court, Dr. Cordero had requested Judge Ninfo on July 9, 2004, to remove Trustee Reiber from the *DeLano* case. (D:201¶32) But the Trustee did not bother to respond. The Trustee went about his business and in July 2005 he submitted to Judge Ninfo an undated "Trustee's Findings of Fact and Summary of 341 Hearing" –never mind that there is no such proceeding as a '341 Hearing'–, and an untitled form in Pidgin English that began "I/We filed Chapter 13 for one or more of the following reasons", which was unsigned and undated too! (D:937-939) Although Dr. Cordero analyzed in detail such shockingly unprofessional and perfunctory scraps of papers (Add:953§I) –on which Judge Ninfo nevertheless relied to confirm the DeLanos' plan of debt repayment (Add:941)– and requested District Judge Larimer to remove Trustee Reiber (Add:974¶4), he did not bother to file even a yellow stick-it in opposition. The Trustee's conduct shows that he knew that the judges would not let any harm come to him. Would the Trustee have proceeded with the same arrogant indifference if the case had been before a judge that he did not know and a jury free to find him an accomplice in the fraud scheme?
40. CA2 was not that judge. The Trustee knew that it would suffice to cobble together a motion to dismiss and CA2 would take it from there. Dr. Cordero provided a detailed analysis of the motion's arrogant perfunctoriness (CA:2111, 2135; cf. US:2459§B *infra*). It was so accurate and

fair that even CA2 would subsequently admit that “Appellant’s argument that the Trustee’s motion is deficient may be correct”. (CA:2180) But instead of rejecting the motion as too deficient for its requested relief even to be considered, as Dr. Cordero urged the court to do, or even referring it to the panel just as CA2 had ordered regarding “all further motions filed by Dr. Cordero”, the court placed the Trustee’s motion on the substantive motion calendar for January 3, 2008 (CA:2143).

41. Dr. Cordero protested such placement as “arbitrary and discriminatory treatment that constitutes a denial of equal protection under law and a subterfuge for the Court to rid itself of this appeal and thus evade the conflict of interests with which it confronts the Court”. (CA:2152) To no avail.
42. As for the Trustee, he did not bother to file any statement in defense of such placement, much less to appear to defend his motion before the panel. He knew that it was a done deal. As did the DeLanos, who throughout all these legal events remained undisturbed sipping piña colada in their golden retirement. The Trustee had already authorized them to pay \$27,953 to their attorneys solely for the purpose of avoiding the production of the incriminating documents requested by Dr. Cordero (CA:1956¶20), which they knew that the DeLanos could pay since in their bankruptcy petition that the Trustee and the attorneys had approved, the DeLanos had declared the they had only \$535 in hand and on account (D:31)...plus what they had not declared. Now it was somebody else’s turn. No doubt, in a bankruptcy fraud scheme everybody has to do his share of the dirty work.
43. The panel too knew that. So at the hearing, they allowed Dr. Cordero merely 5 minutes. A proforma hearing! But those five minutes were enough for the judges to reveal through their questions that they ignored even the basic facts of the case. They did not ask questions whether the dismissal motion being heard should be granted, as Dr. Cordero reasonably expected them to do. (CA:2178) Instead, they asked questions to educate themselves on whatever evidence Dr. Cordero had to support his charge of fraud. After all, why would the panel have invested time in

doing their homework when they knew that they could just wing it through those five minutes and that the Trustee's motion and the hearing were but a pretext to dismiss the appeal that could incriminate CA2 in a bankruptcy fraud scheme? The hearing was a farce.

44. No reference was made to it when CA2 dismissed the appeal on February 7, 2008, (CA:2180), just as none was made to any brief, any motion, or any document in the record. Nor did it even use the term fraud, let alone bankruptcy fraud, much less bankruptcy fraud scheme. It did not even mention any of the four issues presented. (CA:1719§V) It simply grabbed a summary order form and in a three-liner slapped together a doctrine of equitable mootness and two citations and without discussing any dismissed the case. (CA:2180)
45. Dr. Cordero timely filed a "Motion for panel rehearing and hearing en banc to determine the question of exceptional importance: To what extent is the Court's integrity compromised by supporting or tolerating a bankruptcy fraud scheme?" (CA:2191) CA2 did not address it if only to show that it cared about its appearance of integrity. Rather, it used the other form, the one for denying rehearing petitions, and attached to it the dismissal summary order reissued as the mandate on May 9, 2008. (CA:2209)
46. Dr. Cordero file a motion of May 23 to recall and stay the mandate (CA:2211) and another of May 24 to remove and stay *Pfuntner* (CA:2222). On June 12, CA2 denied both motions, with no statement of reasons whatsoever, of course. (CA:2232, 2233) To these two motions, the Trustee filed another perfunctory and untimely "Response in opposition to motion", dated June 11, 2008.(CA:2234; cf. FRAP 27(a)(3)(A) and 26(a)(1-3))

X. CA2'S ORDER OF DISMISSAL RESTS ON THE WRONG LAW AND THE DISREGARD OF THE FACTS OF *DeLano*

- A. CA2's dismissal order fetched without discussing a doctrine and strung together two cases objectively inapplicable to *DeLano* both on the facts and the law, for it was a mere pretext to get rid of an appeal that could**

expose its support and toleration of a bankruptcy fraud scheme

47. CA2 pretended that it was dismissing *DeLano* on “equitable mootness” grounds and cited two cases, *In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 144 (2d Cir. 2005), and *In re Chateaugay*, 988 F.2d 322, 326 (2d Cir. 1993), in support of its order (CA:2180). However, neither of those cases even insinuated that the doctrine of equitable mootness is available to cure bankruptcy fraud, much less a bankruptcy fraud scheme. In fact, neither deals with fraud at all.
48. Nor do they deal, as *DeLano* does, with bankruptcies under 11 U.S.C. Ch. 13 and its simple “adjustment of debts of an individual with regular income” to creditors under a repayment plan providing merely for the claims of the same class to be treated equally (§1322(a)(3) and (b)(1)), e.g. by paying the same number of cents on the dollar and, if the discharge is revoked due to fraud (§1330(a)), for the continued payment of what the debtor still owes the creditors (§1330(b)).
49. Rather, *Metromedia* and *Chateaugay* dealt with Chapter 11 bankruptcies and the complex reorganization of bankrupt companies. Actually, they are even more complex, for they involved arrangements, not only between the bankrupt companies and their creditor companies, but also third companies and individuals that were not even parties to the bankruptcy cases. Indeed, those cases dealt with the release of debt owed by non-party companies to the reorganizing debtor company in exchange for a substantial contribution to its reorganization plan and a challenge after the completion of the arrangement by a creditor, to whom giving relief would have required “unraveling the Plan”. *Metromedia* §III. To avoid the dire consequences of such “unraveling”, the doctrine of equitable mootness was applied, which provides as follows:

Equitable mootness is a prudential doctrine that is invoked to avoid disturbing a reorganization plan once implemented. [E]quitable mootness is a pragmatic principle, grounded in the notion that, with the passage of time after a judgment in equity and implementation of that judgment, effective relief on appeal becomes impractical, imprudent, and therefore inequitable. The doctrine [is] merely an application of the age-old principle that in formulating

equitable relief a court must consider the effects of the relief on innocent third parties. *Metromedia*, §III, internal quotations omitted.

50. Ordering production of the requested documents, identifying thanks to them the concealed assets of the DeLano Debtors, and finding that they committed bankruptcy fraud would not disturb their completed debt repayment plan in any way whatsoever. Once they were shown to have filed a fraudulent petition to begin with and gotten it approved through the fraud of the trustees, Judge Ninfo, and other co-scheming insiders, there would be nothing “impractical, imprudent, and therefore inequitable” in asking them to continue paying to their creditors what they owe them. This would only mean that, instead of getting away with evading their debts by paying even fewer than the initially proposed 22¢ on the dollar (D:59: Pst:1174; CA:1933), the DeLanos would have to reduce their fraudulently-gotten enjoyment of their golden retirement and use their concealed assets to pay in full the principal of their debts and the interest on it. Ordering them to do so would absolutely not entail any “recoupment of these funds ‘already paid from non-parties, and the continued payment to creditors would neither be impracticable nor’ “impose an unfair hardship on faultless beneficiaries who are not parties to this appeal”, *Chateaugay*, §II. There would only be completion of repayment to the only innocent parties here: those who in good faith became the DeLanos’ creditors and to whom it would be inequitable to deprive of what is owed them in order to let the DeLanos benefit from the scheme or protect other schemers.
51. Additionally, the companies in *Metromedia* and *Chateaugay* that challenged those complex debt-release arrangements failed to do so until after their completion. In this respect, the court in *In re Chateaugay Corp.*, 94 F.3d 772, 776 (2d Cir.1996), “presume[d] that it will [not] be inequitable or impractical to grant relief after substantial consummation, [if], among other things, the entity seeking relief has diligently pursued a stay of execution of the plan throughout the proceedings”. This is precisely what Dr. Cordero did: He “diligently pursued a stay of execution of the [DeLanos’] plan” of debt repayment and was

denied his motions by Judge Ninfo (D:21) and Judge Larimer (Add:881, 974¶7, 1021; Pst:1182 entry 10; CA:2199¶¶13, 20). He even pursued the revocation of the confirmation order in Bankruptcy Court (Add:1038, 1066, 1094, 1095, 1125) and in District Court (Add:1064, 1070, 1121¶61, 1126, 1155; Pst:1306¶123, 1313¶21).

52. The pretense of “equitable mootness” as the grounds for dismissing *DeLano* is objectively inapplicable to *Pfuntner*, which is pending before Judge Ninfo and was revived by the dismissal of *DeLano*. In *Pfuntner*, discovery has not even begun! Hence, it cannot be applied to prevent the disturbance of debt-release arrangements where there are no arrangements to disturb to begin with. Moreover, there are parties to *Pfuntner* that were not parties to *DeLano* and whose rights and liabilities as a matter of law cannot have been disposed of through CA2’s dismissal of *DeLano* or the Bankruptcy Court’s disallowance of Dr. Cordero’s claim. As a matter of fact, neither those parties nor their rights were even hinted at in the CA2’s three-liner summary order.
53. This shows that CA2 proceeded to dismiss the appeal without any justification in law and with disregard for the facts of *DeLano*. It simply fetched the term “equitable mootness”, strung together two citations, and slapped them on a summary order form without ascertaining whether either the doctrine or the cases logically or analogically related to the appeal. It never considered whether equity favored such dismissal, let alone required it. In so doing, CA2 committed an inequity by depriving Dr. Cordero, an innocent party, of his claim against the DeLanos, the fraudsters. It also denied him due process by dispensing with the rule of law in order to protect Reappointee Ninfo, Peer Larimer, and itself.

B. CA2's characterization of Trustee Reiber's arrogantly perfunctory motion to dismiss as containing only "minor deficiencies" reveals its disingenuous disregard for the law and the facts

54. CA2 confirmed its disregard for the facts and the law by the way it handled Trustee Reiber's motion of October 30, 2007, to dismiss the appeal as moot (CA:2102) and his amendment to correct a gross mistake (CA:2130, 2124¶¶39-42). In his opposition, Dr. Cordero pointed out (CA: 2111, 2135) that the Trustee, who in his motions' first sentence insisted he was a lawyer, had:
- a. failed to cite any authority for the proposition that failure to object timely to a trustee's final report...or perhaps it was to the judge's order approving it –the Trustee could not make up his mind (CA:2103¶¶15-16)- the appeal had been rendered moot and dismissible;
 - b. failed to identify what class of people of whom Dr. Cordero was supposedly representative had an obligation to object to whatever it was that he was supposed to object;
 - c. failed to note that Dr. Cordero's objections to **i)** the DeLanos' fraudulent bankruptcy petition (D:63), **ii)** Judge Ninfo's confirmation of their debt repayment plan (Add:1038, 1066, 1095, 1097), **iii)** the Trustee's failure to perform his duty, and **iv)** Judge Larimer's affirmance in the appeal filed over 2½ years earlier (D:1; SApp:1507) constituted clear evidence that Dr. Cordero objected to every other act flowing therefrom because if his objections were sustained on appeal, the Trustee's report and Judge Ninfo's approval of it would have become null and void as deriving from fraud-tainted acts and thus, nullities;
 - d. failed to notice that Judge Ninfo had deprived Dr. Cordero of standing in *DeLano* (D:22), leaving him only the right to appeal, so that the Judge neither would serve, let alone do so timely, his report-approving order on Dr. Cordero nor could expect the latter to object to it;
 - e.; failed to assert that the alleged service on Dr. Cordero of "a summary of the account" (CA: 2103¶14) -whatever relation that bore to the Trustee's report or the Judge's order- was timely;
 - f. failed to explain how service of such "summary" would impose any duty on the recipient to object to something else not served.
55. The inadmissible substandard quality of Trustee Reiber's motions should have prompted CA2 to

determine whether the Trustee had been allowed to amass 3,907 *open* cases before Judge Ninfo because of his competence as a lawyer/trustee or his willingness to participate in the bankruptcy fraud scheme. Instead, CA2 characterized these as “minor deficiencies”. (CA2180) For it to do so was not only disingenuous; it was also dishonest. It was also evidence that due to its self-interest in not exposing the scheme and thereby risking that the exposed schemers in turn incriminated CA2 for having supported or tolerated it, CA2 disregarded the facts and the law so as to dismiss the appeal to Dr. Cordero’s detriment and protect itself and the schemers. Will this Court condone such evidence suppression and abuse of process inimical to judicial integrity?

**XI. WDNY LOCAL RULE 5.1(H) EXCEEDS THE LOCAL RULE-
MAKING POWER AND WAS ABUSED TO PROTECT
THE FRAUD SCHEMERS FROM RICO COUNTS**

56. WDNY Local Rule 5.1(h) requires exceedingly detailed facts to file a RICO claim, thus violating notice pleading under FRCivP, impeding in practice its filing, and protecting bankruptcy fraud schemers, the secrecy of which is protected by Local Rule 83.5 banning cameras and recording devices from the Court and its ‘environs’.
57. The General Rules of Pleading of FRCivP 8(a)(2) ask only for “a short and plain statement of the claim showing that the pleader is entitled to relief”; and 8(e) adds that “each averment of a pleading shall be simple, concise, and direct”. For its part, FRCivP 83(a)(1) provides that “A local rule shall be consistent with –but not duplicative of– Acts of Congress and rules adopted under 28 U.S.C. §2072 and 28 U.S.C. §2075”. As stated in the Advisory Committee Notes on the 1985 Amendment to Rule 83, local rules shall “not undermine the basic objective of the Federal Rules”, which FRCivP 84 sets forth as “the simplicity and brevity of statement which the rules contemplate”. Thereby the national Rules aim at preventing that a local rule with “the sheer volume of directives may impose an unreasonable barrier”. (Advisory Committee Notes on

the 1995 Amendments to Rule 83) In that vein, the court in *Stern v. U.S. District Court for the District of Massachusetts*, 214 F.3d 4 (1st Cir. 2000) stated that “Even if a local rule does not contravene the text of a national rule, the former cannot survive if it subverts the latter’s purpose”.

58. Yet such barrier is precisely what the District Court, WDNY, erects with its Local Rule 5.1(h) (Add:633), which requires a party to provide over 40 discrete pieces of factual information to plead a claim under RICO, 18 U.S.C. §1961. This contravenes the statement of the Supreme Court that to provide notice, a claimant need not set out all of the relevant facts in the complaint (*Atchison, Topeka & Santa Fe Ry. v. Buell*, 480 U.S. 557, 568 n.15, 107 S. Ct. 1410, 94 L. Ed. 2d 563 (1987)). On top of this quantitative barrier a qualitative one is erected because the required information is not only about criminal, but also fraudulent conduct. The latter, by its very nature, is concealed or disguised, so that it is all the harder to uncover it before even disclosure, not to mention discovery, has started under FRCivP 26-37 and 45.
59. Even the requirement of FRCivP 9(b) that fraud be pled with particularity is “relaxed in situations where requisite factual information is peculiarly within defendant’s knowledge or control”, *In re Rockefeller Ctr. Props., Inc. Secs. Litig.*, 311 F.3d 198, 216 (3d Cir. 2002). This means that even in fraud cases the purpose of the complaint is to put defendants on notice of the claim, not to allow the court to prevent the filing of the case or enable it to dismiss the claim on the pleadings.
60. Local Rule 5.1(h) refers to FRCivP 11 only to improperly replace its relative and nuanced standard of “to the best of the person’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances”, by the absolute and strict standard of “facts [that the party] shall state in detail and with specificity us[ing] the numbers and letters as set forth below in a separate RICO Case Statement filed contemporaneously with those papers first asserting the party’s RICO claim”. To require “facts...in detail and with specificity” is inconsistent with FRBkrP 9011(b)(3), which allows the pleading of “allegations and other factual contentions...likely to have evidentiary support after a reasonable opportunity for further investigation or discovery”.

Hence, the Court in *Devaney v. Chester*, 813 F2d 566, 569 (2d Cir. 1987) stated that “We recognize that the degree of particularity should be determined in light of such circumstances as whether the plaintiff has had an opportunity to take discovery of those who may possess knowledge of the pertinent facts”. By contrast, Local Rule 5.1(h) provides no opportunity for discovery, but instead requires such ‘numbered and lettered’ “detail and specificity” in the pleadings as to make it easier to spot any “failure” to comply and “result in dismissal”. This is the type of result unacceptable under the 1995 Amendments to FRCivP 83 where “counsel or litigants may be unfairly sanctioned for failing to comply with a directive”.

61. It is suspicious that Local Rule 5.1(h) singles out RICO and blatantly hinders the filing, let alone the prosecution, of a claim under it. It is particularly suspicious that it does so by erecting at the outset an evidentiary barrier that so starkly disregards and defeats the Congressional Statement of Findings and Purpose that “organized crime continues to grow because of defects in the evidence-gathering process of the law inhibiting the development of the legally admissible evidence necessary to bring criminal and other sanctions or remedies to bear the unlawful activities of those engaged in organized crime”. Hence, Pub.L. 91-451 §904 provided that RICO “shall be liberally construed to effectuate its remedial purpose”.
62. Given the bankruptcy fraud scheme supported by people doing business in the same cozily small federal building housing the bankruptcy and district courts and the Offices of the U.S. Trustees, the U.S. Attorneys, and the FBI, why would a Local Rule be adopted that forestalls any RICO claim? It smacks of a pre-emptive strike carried out against any potential RICO claim through the abusive exercise of the local rulemaking power. In so doing, that Rule contravenes its enabling provision and is void. Moreover, it causes injury in fact to Dr. Cordero inasmuch as it erects an insurmountable barrier at the outset to his bringing a RICO count against the schemers, thus depriving him of the protection and vindication of his rights under that federal law.
63. The pre-emptiveness of Local Rule 5.1(h) is strengthened by its companion Rule 83.5, which bans all cameras and recording devices from the court and its “environs”. (SApp:1695) This defeats

the public policy expressed by the Judicial Conference “to promote public access to information”, which provides the rationale for setting up the systems for electronic public access to case information and court records, such as PACER and CM/ECF (28 U.S.C. §1914). Defying logic, such devices may be allowed “for non-judicial hearings or gatherings”, that is, for inconsequential activities in terms of the business of the Court as well as for the “informal procedures” of arbitration, where the District Court by Local Rule 16.2(a) and (g)(7) permits “a transcript or recording to be made” as a matter of course. However, a litigant is forbidden to bring a recording device to make a transcript of a ‘formal proceeding’, where matters that could support a RICO claim would be formally discussed.

64. In the context of the totality of circumstances surrounding the bankruptcy fraud scheme, Local Rule 83.5 reveals its insidious purpose of as a means to ensure secrecy and concealment of evidence of the scheme and the identify the schemers. Indeed, it is tailor-made to prevent the recording of prohibited ex-parte communications (D:433§D, 434¶¶22-24); conduct, such as lawyers signaling answers to their client on the stand before a complicit judge (Pst:1289§f); and items, such as documents, including the exposure of the inaccuracy, incompleteness, and tampered-with condition of a transcript by comparing it with the recording of an evidentiary hearing (Add:911, 991, 993, 1019).

XII. SECTION 158 OF 28 U.S.C. PROVIDES FOR BANKRUPTCY APPELLATE REVIEW BY JUDGES OF UNEQUAL DEGREE OF IMPARTIALITY IN VIOLATION OF THE EQUAL PROTECTION CLAUSE AND IS UNCONSTITUTIONAL; AND HAS BEEN ABUSED TO RUN THE BANKRUPTCY FRAUD SCHEME

65. Section 158(b) of 28 U.S.C. (Add:630) allows different majorities of judges in individual districts or circuits to decide whether they want to set up or keep a bankruptcy appellate panel

(BAP). Likewise, it allows individual litigants to choose whether to let an appeal go to the BAP, if available, or to “elect to have such appeal heard by the district court” rather than the BAP initially chosen by appellant. It also allows judges and some parties to keep the appeal in district court for the time being by refusing to agree to a direct appeal to the court of appeals.

66. Section 158 prohibits any BAP judge to hear any appeal originating in his own district. The degree of independence that this provision is intended to provide is nevertheless defeated by allowing a majority of bankruptcy judges in a district to vote against the creation or retention of a BAP. Thereby they can keep appeals from their decisions in their own district and choose as their reviewer their friendly district judge, whom they may see and talk with every day.
67. There is the reasonable presumption that bankruptcy judges will prefer to have one friend decide those appeals rather than three judges from other districts whom they may not even know. Hence, allowing judges to decide whether to set up a BAP goes against the protection from prejudgment and self-interest that 28 U.S.C. §47. “Disqualification of trial judge to hear appeal” intends to afford by providing that “No judge shall hear or determine an appeal from the decision of a case or issue tried by him.” The presumption of favoritism by district judges toward the judges in the “adjunct” bankruptcy court to which they refer cases under 28 U.S.C. §157(a) and with whom they may be “so connected” finds support, mutatis mutandis, as follows:

Advisory Committee Notes to FRBkrP 5002. Restrictions on Appointments

...The rule prohibits the appointment or employment of a relative of a bankruptcy judge in a case pending before that bankruptcy judge or before other bankruptcy judges sitting within the district....

FRBkrP 5004(b) Disqualification of judge from allowing compensation. A bankruptcy judge shall be disqualified from allowing compensation to a **person** who is a relative of the bankruptcy judge or **with whom the judge is so connected** as to render it improper for the judge to authorize such compensation. (emphasis added) (cf. 5004(a) requiring disqualification as provided under 28 U.S.C. §455 of a bankruptcy judge where a relative is involved)

68. This presumption of favoritism also supports a challenge to the appointment of bankruptcy judges by the court of appeals rather than Congress. Indeed, after the appeals court for the circuit appoints a bankruptcy judge under 28 U.S.C. §152(a)(1), that judge becomes their appointee. When a decision by that judge comes on appeal to that court of appeals, one, two, or three circuit judges who may have been among the appointing judges must then decide, not only whether the bankruptcy judge's decision was legally correct, but also whether they were right in voting for him. The circuit judges are not so much reviewing a case on appeal as they are examining the work of their appointee under attack. Voting to reverse his decision amounts to voting against the wisdom of their own vote to appoint him. How many circuit judges would willingly admit that they made a mistake in making an appointment to office...or for that matter, any mistake?
69. Likewise, §158 allows local litigants, who may have developed a very friendly relation with the bankruptcy judge, to elect the district judge to hear an appeal as oppose to three judges in the available BAP, on the spurious consideration that "the friend of my friend is my friend". The cases at hand illustrate how likely it is for local litigants to develop a close relationship, even friendship, with the local judges to the detriment of non-local ones: According to PACER, Att. Werner has appeared before Judge Ninfo in over 525 cases; and Trustee Reiber in more than 3,900! Would local attorneys similarly situated ever think of allowing an appeal from their judicial friends to go to an available BAP where their friendship would not play a role and they would have to engage in legal research and writing and present legal arguments to defend their clients? Hardly.
70. The importance of providing a level field where locals and non-locals argue and decide appeals on legal considerations rather than personal relationships (D:431§C) grows ever more as does "an increasingly national bar". If in recognition of the latter the Judicial Conference provides for uniformity among judicial districts in connection with setting up standards governing the technological aspects of electronic filing, then providing for equal protection under the law when

local and non-local counsel clash on appeal should assume even more importance (cf. Advisory Committee Notes on the 1996 Amendments to FRBkrP 5005, Filing and Transmittal of Papers).

71. Hence, §158(b) provides for an appellate system with two-stages of inequality: First, judges choose to handle among insiders the review of their own judicial process dealing with one of the most insidious corruptors, money, tens of \$billions in bankruptcy!, which can be made by not having to pay it to creditors; then the parties with the stronger connection with them choose for each appeal how to deal ad hoc with the weaker, ‘out-of-the-loop citizen’ involved. (Add:603¶¶32-33) That is the antithesis of a uniform nationwide system that provides independent appellate review of bankruptcy decisions on terms settled in advance and apt to ensure equal protection under law.
72. CA2 has through the elimination of its BAP facilitated the operation of a bankruptcy fraud scheme. It even reappointed Judge Ninfo to a second term as bankruptcy judge despite the evidence of his bias and involvement in the scheme (CA:1978). It denied Dr. Cordero’s motions (Table, US:2484 infra) for it to order the DeLano Debtors to produce documents required in every bankruptcy case, such as bank account statements, after Appointee Ninfo and Peer Larimer had denied them in violation of his right to discovery. Those documents would lead to the Debtors’ concealed assets worth at least \$673,657 (SApp:1654) and on to the incrimination of those judges for covering up the Debtors’ fraud. So CA2 protected its appointee to protect itself, thus succumbing to a §158-generated conflict of interest that denies equal protection. (¶37 supra; CA:1945)

XIII. REASONS RELIED ON FOR ALLOWING THE WRIT

- A. CA2 failed to address a single issue presented on appeal, let alone the unifying issue of bankruptcy fraud, but instead provided evidence of not even having read the briefs or motions, thereby denying Dr. Cordero a hearing while allowing the deprivation of his property by the judges below to stand, thus denying him due process of law**

73. CA2, just as all other courts, is not an independent entity above the people with its own source of

power. Rather, it is only part of the government set up by “We, the People” for public servants to render them certain services, i.e., judicial services necessary for the orderly and consistent resolution of the controversies that inevitably arise in society due to the multiplicity of views and competing interests of its members. When one of “the People” files an appeal with CA2, or any other court for that matter, that appellant asks it to resolve a controversy by providing a dispositive answer to the “Issues presented for review”. (FRAP 28(a)(5)) That is the service that the appellant asks of the public servants that make up CA2. In turn, the latter requires that appellant pay the “fees to be charged for services provided by the courts of appeals”. (FRAP CA2 Local Rule §0.17) When the appeal is from a district court or a bankruptcy appellate panel, that fee stands now at \$455. (id. §0.17.1 and cf. §0.17.13) Upon payment of that fee, a contract for services arises between the appellant and CA2 for the specific performance by the latter of the service of appellate review of the issues presented.

74. Appellant Dr. Cordero paid the \$455 fee for such services upon filing his notice of appeal, which was filed on October 16, 2006. (SApp:1507) He gave notice to CA2 of the issues that he would present (SApp:1507) and that he presented for it to dispose of (CA:1719§V). CA2 took the fee with notice of why Appellant had paid it and what he reasonably expected to receive in exchange.
75. CA2 did not even once make a reference either in general to the issues presented or in particular to any of the four of them. What is more, or rather less, it did not even use the term explicitly describing “The unifying issue before this Court...the bankruptcy fraud scheme involving its WDNY peers and others” (CA:1719¶7; cf. Pst:1257¶2.b, 1266§E.1); not even “bankruptcy fraud”; and not only did it not use at least the term “fraud”, it did not deal with the concept of fraud at all. As a matter of fact, in its summary order it dismissed the appeal by citing two cases that objectively have nothing to do whatsoever with fraud, let alone bankruptcy fraud. (CA:2180; US:2456§X supra)

76. CA2's disposition of appeals through summary order is the norm. It admits that "Approximately 75% of all cases are decided by summary order [, which] have no precedential authority." (<http://www.ca2.uscourts.gov/clerk.htm> >2nd Circuit Handbook, pg.17) Its use of such orders implements its case handling policy aimed at caseload clearing through expediency:

FRAP CA2 Local Rule 32.1. Dispositions by Summary Order

(a) Use of Summary Orders. The demands of contemporary case loads require the court to be conscious of the need to utilize judicial time effectively. Accordingly, in those cases in which decision is unanimous and each judge of the panel believes that no jurisprudential purpose would be served by an opinion (i.e., a ruling having precedential effect), the ruling may be by summary order instead of by opinion.

(b) Precedential Effect of Summary Orders. Rulings by summary order do not have precedential effect. (<http://www.ca2.uscourts.gov/Rules.htm>)

77. An order's lack of precedential effect means that it does not bind any judge in the circuit, including the judges on the panel that issued it. It is a one-off act that has no consequences for anybody that matters, only for the litigants in the appeal in question, who paid the filing fee and the cost of seeking or getting on their own legal advice, writing, printing, and servicing their briefs and motions. Thus, such order can be issued with as cursory handling of any papers filed as the expedient clearing of the caseload demands. The cursoriness of the handling is protected and thereby encouraged if not guaranteed by the fact that in the 12 regional courts the overwhelming majority of all "Opinion[s] or Order[s] Filed In Cases Terminated on the Merits After Oral Hearing or Submission on Briefs" is unpublished or to be exact 83.5%. (<http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.5) This means that for all practical purposes it is unknowable and unavailable and meant to become secret since it is neither to be sought nor worth seeking.

78. Indeed, what would the purpose be of wasting time, effort, and money trying to find a summary order that due to its lack of precedential effect also lacks a statement of facts and a reasoned statement of the law and its careful application to those facts? The lack of any reasons is both the

cause and the effect of setting no precedent: CA2 has no incentive to provide reasons that will not be relied upon in another appeal and has every incentive not to provide any reasons precisely to prevent that they may come back to haunt it, even in the same appeal given that a reasoned statement would provide concrete grounds on which to challenge and review the order. Likewise, the absence of reasons allows for arbitrary, unprincipled, and capricious decision-making; and a decision of such nature would avoid giving reasons in order to escape detection. "[A]n inability to provide any reasons suggests that the decision is, in fact, arbitrary"; *Greenholtz v. Inmates of the Nebraska Penal & Correctional Complex*, 442 U.S. 1, 40 (1979) (Marshall, J., dissenting)

79. Given its objective of expediency, a summary order is in principle an order of affirmance of the judgment below or dismissal. Both types of dispositions maintain the status quo and call for no action. By contrast, a reversal would require CA2 to identify the reversible error, not just to establish its legal grounds, but also to provide practical guidance on what procedural or substantive error to avoid on remand, what issues to retry, what evidence to include or exclude, etc....time-consuming details that defeat the whole objective of expedient caseload clearing.
80. Therefore, if a statement of facts or of reasons is not only unnecessary, but also to be avoided so as to ensure the summary order's unreviewability and the judges' unaccountability, why would CA2 ever read the parties' briefs, motions, appealed decisions, exhibits, etc.? To fill out a summary order form with "Affirmed" or "Dismissed" judges need not read anything.
81. In this context, it is quite revealing that even when judges invest time and effort reading the papers filed in an appeal and then writing an opinion, that is, a disposition with precedential effect, they may not deem it of sufficient quality to mark it for publication. This occurs in a significant 13.5% of cases since 83.5% of all dispositions are unpublished while only 75% are decided by summary order. This fact begs the question whether the quality of appellate review that ends with not even an unpublishable opinion, but merely a summary order is so low that it cannot be

said that the appeal was decided, but rather that it was contemptuously thrown out of court.

82. To avoid wasting time with what will end up as refuse filings, CA2 just has to sort or have the clerk sort appeals into two groups: one for judicial adjudication and one for the junk pile. The sorting criteria are quite obvious: CA2 can assume that pro se litigants are a law-ignorant bunch and poor to boot since they cannot afford lawyers. As a result, they are more likely than not to have committed mistakes below, appealed without knowing what a reversible error is or even being aware of the difference between issues of fact and law, and raised frivolous claims. So, "if an appellant is appearing pro se, the docket number will indicate "Pro Se" following the case type designation". (<http://www.ca2.uscourts.gov/clerk.htm> >2nd Circuit Handbook, pg.7) CA2 does not single pro se appellants out because of the high probability that the opposing parties, even their own lawyers below, not to mention the judge appealed from, may have taken advantage of their ignorance of the law and lack of resources. This would call for CA2 to cut them some slack and provide them with judicial assistance, if only for the sake of the circuit judges to conscientiously fulfill their duty flowing from their oath "to "administer justice without respect to persons, and do equal right to the poor and to the rich...so help me God". (28 U.S.C. §453) Far from it, CA2 imposes on them harsher requirements:

FRAP CA2 Local Rule 27(j)

Motions by Pro Se Appellant in Civil Appeals (including Habeas Corpus). In any civil appeal...a motion filed by a pro se appellant...shall identify each issue that the appellant intends to raise on appeal and shall state, with respect to each issue, facts and a brief statement of reasons showing that the issue has likely merit. When a motion filed by a pro se appellant does not comply with this rule, the clerk shall promptly send the appellant a letter enclosing a copy of this rule and informing the appellant that (1) the required identification of issues and supporting facts and reasons must be filed with the court within 21 days, and (2) if the appellant fails to file the required statement, or if the court determines, on considering the appellant's statement that the appeal is frivolous, the court may dismiss the appeal. The motion will be submitted without oral argument. The court will ordinarily limit its consideration of the motion to the issues identified therein.

83. CA2 can dismiss pro se appellants' appeals because their statements in *motions* make them appear "frivolous"! This reveals its predisposition to fling pro se appeals to the junk pile right from the beginning. CA2 does not require Wall Street lawyers to comply with its LR 27(j). This sort of dismissal is all the graver because it starts off with the clerk, who first determines that the pro se appellant has failed to identify the issues and state the reasons showing their likely merit. The great significance of terminations by the staff can be appreciated using the figures available: In the 12 regional courts in the year ending on September 30, 2007, out of 62,846 terminations 16,343 -26%- were procedural terminations by the staff as opposed to 12,412 -20%- by the judges. (<http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.2)
84. However, pro se appeals constitute only 43.1% of all appeals in the 12 regional courts of appeals. (<http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.4 U.S. Courts of Appeals. Pro se Cases Filed) So the same logic may be extended to other appeals to reach the 75% mark of those decided by summary order. That extension covers appellants represented by solo practitioners and small firms. They too get junk pile treatment. After all, they are all but certain to go unnoticed by the media and the public. Would CA2 have decided Martha Stewart's appeal with a contemptible "Affirmed" had she not resigned herself to serving her sentence? *Are you kidding!* CA2 would thereby have missed the opportunity to write an opinion that would be commented upon in all the newscasts and law journals, and could even make it to a casebook or be cited by ABA in support of its recommendation of the author for an opening on this Court. A perfunctory "Affirmed" or "Dismissed" is the treatment reserved for a squabble between the owners of the mom-and-pop grocery on the corner and the laundry across the street or a plea for help from Mary the Waitress in her losing battle against Mr. Ikrush Utoo.
85. Never mind that CA2 collected from them the same \$455 filing fee that entitled them to the same service that Martha Stewart would have expected and received. Justice is equal only high up

there on the pediment of the Supreme Court building. Everybody down here gets sorted. Those who are cast to the junk pile skip off court over a summary order, which is a judicial non-act...except for the cashing in of the filing fee. CA2 took in the money under the false pretext that it would provide an appellate review service –a meaningful one as the good faith implied in every contract made it reasonable to expect- although it intended all along to get rid of 75% of all appeals with a meaningless summary order form and 83.5% with unpublished and by their author's own assessment unpublishable decisions. By so doing, CA2, the only court to which Second Circuit appellants can appeal, forced them into a contract of adhesion which it then breached. That breach was far more serious than in any other contract, for it meant that CA2 denied appellants what it owed them contractually as well as institutionally: due process and equal protection of law.

86. Nevertheless and in spite of how naïve or cynical it may sound, for this Court "Equal Justice Under Law" must mean something more than just a decorative bas-relief on its place of work. It should be the constant and loud expression of the standard by which "We, the People"'s institution with the noblest of goals measures whether the lower courts have 'departed from the acceptable norm of judicial action so as to demand that this Court enforce its moral authority through the exercise of its supervisory power'. The ever increasing caseload of the courts can never be a justification for them to provide no justice or only pro forma justice that denies the substance of justice.
87. For CA2 to dismiss an appeal, as it did Dr. Cordero's (CA:2180), with a summary order containing a three-liner that has no bearing on either its facts or the applicable law is the result of the arrogant attitude that says, 'We can get rid of any of your requests however we feel like it because you do not have the means of holding us up to any standard of responsible or professional conduct'. Such fiat and attitude negate what was recognized a long time ago as constituting an essential and indispensable component of justice. "Justice should not only be done, but

should manifestly and undoubtedly be seen to be done"; *Ex parte McCarthy*, [1924] 1K. B. 256, 259 (1923)

B. This Court's exercise of its supervisory power is exceedingly justified by the overwhelming number of appellants that receive pro forma decisions that deny the essence of justice and by the all but complete unappellability of bankruptcy decisions that make bankruptcy and district courts safe havens for bankruptcy fraud schemes

88. Petitioner Dr. Cordero is entitled to the protection of this Court. So are the circa 5,276 (75%) and 5,874 (83.5%) of the 7,035 appellants that filed appeals in CA2 in the year ending on September 30, 2005, whose appeals were decided by summary orders and unpublished/unpublishable decisions, respectively. (<http://www.ca2.uscourts.gov/Reports/05/2005%20Annual%20Report%20-%20FINAL.htm> >Statistics> pg.108) There is reason to conclude that the motive of expedient caseload clearing that leads CA2 to use these two types of decisions and the dynamics of cursory case handling that it engenders obtain also in all the 12 regional circuits. Hence, the corresponding figures of appellants to whom the circuits denied due process and equal protection of law in the year to September 30, 2007, are 43,807 and 48,772 out of the 58,410 appeals filed. (<http://www.uscourts.gov/judicialfactsfigures/2007.html> >Table 2.1) The scope of the denial of constitutional rights is so broad that it calls for the Court's exercise of its supervisory power.
89. When the composition of the workload is examined, the significance of these figures pales by comparison to that of the figures for bankruptcy cases that are appealed. In CA2, only 100 of the 7,035 appeals in the year ending on September 30, 2005, or only 1.4%, were classified as "Bankruptcy". (<http://www.ca2.uscourts.gov/Reports/05/2005%20Annual%20Report%20-%20FINAL.htm> >Statistics> pg.112) For the 12 regional courts in the year to September 30, 2007, the comparable figures are 845 bankruptcy appeals out of a total of 58,410 appeals. And here comes the shocker: "In the 12-month period ending June 30, 2008, there were 967,831 bankruptcy cases

filed, according to statistics released today by the Administrative Office of the U.S. Courts.” (http://www.uscourts.gov/Press_Releases/2008/BankruptcyFilingsAug2008.cfm) The negligible number of bankruptcy appeals is explained to a great extent by the fact that bankrupt people and entities hardly have the money to spend on the very costly appellate path from bankruptcy court to district court to circuit court, particularly when they must use any available funds to survive or pay the creditors. What is most alarming about these figures is that they reveal bankruptcy and district courts as safe havens for judicially supported bankruptcy fraud schemes of the kind revealed by *DeLano*. Whatever the bankruptcy and the district judges say goes and is all but certain to stand. No wonder Bankruptcy Judge Ninfo and District Judge Larimer can dare be so blatant in supporting a fraud scheme as they have been in *DeLano* and *Pfuntner*. (US:2350¶62)

90. This fact highlights the importance for this Court to grant certiorari to review these cases, for 967,831 bankruptcy cases where judges and other insiders of the bankruptcy system get to decide who gets their tens of billions of dollars at stake generate irresistible pressure for an astonishing and intolerable degree of corruption. The scope of the problem clamors for the exercise of this Court’s supervisory power so as protect the integrity of the courts and of due process of law.

C. The lack of the requested documents will prejudice the Court in deciding the petition for a writ of certiorari and, if granted, the case in chief as well as in safeguarding the integrity of judicial process by identifying and eliminating the bankruptcy fraud scheme that has corrupted it as part of coordinated wrongdoing in the courts below

91. After the DeLanos named Dr. Cordero among their unsecured creditors (D:40), he requested that they produce documents proving the good faith of their bankruptcy petition. Instead, the documents would have proved the DeLanos’ concealment of assets and false financial statements. To eliminate him from the case so that he could not keep requesting those documents, the DeLanos

and Judge Ninfo conjured up the motion to disallow and the evidentiary hearing. To defend against that motion and show that it was an artifice and the hearing a sham implemented to protect from exposure the involvement of the DeLanos, Trustee Reiber, Judge Ninfo, and other insiders of the bankruptcy system in a bankruptcy fraud scheme, Dr. Cordero kept requesting documents as obviously pertinent to ascertaining the bankrupts' good faith as their bank account statements. *Every single document* that Dr. Cordero requested was denied by not just the DeLanos, but also Judge Ninfo, Judge Larimer, and CA2 although all those judges needed to order them produced to uphold Dr. Cordero's right to discovery and to safeguard the integrity of judicial process by exposing all the participants in the bankruptcy fraud scheme.

92. This Court too needs those documents, identified in the accompanying document production order, for their lack will prejudice it because they are "necessary [and] appropriate in aid of...its jurisdiction", as provided under the All Writs Act:

28 U.S.C.A. §1651

- (a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.
- (b) An alternative writ or rule nisi may be issued by a justice or judge of a court which has jurisdiction.

93. Those documents will allow the Court both to administer justice in accordance with due process of law to Petitioner Dr. Cordero and to other litigants before it and to exercise its own "supervisory power" (SCtR 10.a) over the integrity of judicial process conducted by the courts subject to its review. If it does not order those documents produced so that it can carry out these two key institutional functions, it will be lending its support both to the cover-up mounted by the courts below to avoid incrimination in, and to the continued running of, the bankruptcy fraud scheme.

94. In deciding whether to issue the proposed production order the Court should consider that the

appellate courts below, that is, CA2 and District Judge Larimer, neither denied nor protested Dr. Cordero's assertion of the existence of the bankruptcy fraud scheme nor disputed the evidence that he introduced pointing to such existence. On the contrary, they even abstained from using the terms fraud or scheme, as if by not even mentioning those issues in their decisions (SApp:1501; CA:2180) they would not be contributing to establishing even the conceptual existence of the scheme and would avoid drawing this Court's attention to Dr. Cordero's presentation of his side of the story and the evidence that he had introduced to support it.

95. Instead of discharging its duty toward both Dr. Cordero as appellant and the public at large as beneficiary of judicial integrity, CA2 chose to serve the members of its own small society, that is, the class of judges. Peer Larimer and Reappointee Ninfo are members thereof, but may only be representatives of all those in the Second Circuit and elsewhere involved in coordinated wrongdoing, such as a bankruptcy fraud scheme. Worse yet, CA2 chose to serve itself. If it had ordered production of documents incriminating Judges Larimer and Ninfo in running the scheme, they could in turn have incriminated CA2 by trading up in a plea bargain where they would agree to testify that CA2 has known about the scheme (cf. CA:1978), but instead of exposing and eliminating it, has covered it up and supported it. (CA:1965¶¶39-40) Faced with a conflict of interests between, on the one hand, its duty to apply the law to the facts to decide the issues of an appeal impartially and, on the other hand, its own interest in preserving its good name and protecting its very survival (CA:1963§III), CA2 compromised its integrity. It chose to look after its interests. As advocate and judge in its own cause and that of its own class, it disqualified itself as an impartial adjudicator and perverted justice. CA2 acted as a Worker of Injustice.
96. This Court must not join CA2 in corrupting justice. It must neither condone CA2's denial of due process to a litigant nor condone its abandonment of the duty of impartiality and its issuing of an

unresponsive and irresponsible summary order in defense of its own unlawful individual and judicial class interests. Thus, it is reasonable to expect that after granting certiorari, the Court will set aside CA2's order dismissing Petitioner Dr. Cordero's appeal in *DeLano* and ordering that *DeLano* and the case from which it arose, *Pfuntner*, be tried in an impartial court to a jury.

97. The Court should also grant certiorari and issue the proposed document production order so as to consider the issues, conspicuously disregarded below, of the abuse of local rule-making power for the purpose of issuing WDNY LR 5.1(h) as a means to prevent RICO counts against bankruptcy fraud schemers, in particular, and all those involved in coordinated wrongdoing, in general (US:2461§XI supra); and the constitutional infirmities of 28 U.S.C. §158, in general, and its bankruptcy appellate panel provisions, in particular, (US:2464§XII supra). In so doing, the Court will be aided by the requested documents showing the existence of the bankruptcy fraud scheme, which will allow it to establish that the judges below turned LR 5.1(h) and §158 into instruments to run the scheme and protect themselves and the participating bankruptcy system insiders from exposure. This shows once more how 'necessary those documents are in aid of this Court's jurisdiction'. Will the Court too choose to protect its peers and itself or uphold due process and equal protection of law?

XIV. RELIEF REQUESTED

98. Therefore, Dr. Cordero respectfully requests that the Court:
- a. 1) grant this petition for a writ of certiorari or,
 - 2) in the alternative,
 - (a) hold null and void all decisions and orders in *DeLano* and *Pfuntner* and remand those cases to the U.S. District Court, NDNY, in Albany, NY, for trials by jury, and
 - (b) proceed under the All Writs provision of 28 U.S.C. §1651(a) or cause the issue of

a certificate of necessity under 28 U.S.C. §294(d),¹ and designate and assign a judge, who may be on the roster of senior judges, but who in any event is retired, was from a circuit other than the Second Circuit, and is unrelated to the judges and parties in these cases and capable of exercising his or her judicial duties in these cases fairly, independently, and impartially, to preside over such trials;

- b. issue the document production order proposed below;
- c. allow the filing of supplemental briefs 60 days after completion of such production;
- d. stay CA2's order dismissing *DeLano* (CA:2180);
- e. stay all proceedings in *Pfuntner* in Bankruptcy and District Courts revived by the dismissal of *DeLano*;
- f. cause CA2 to refund Dr. Cordero the \$455 filing fee for the reasons above stated;
- g. in consideration of the enormous cost for litigating *DeLano* and *Pfuntner* that Dr. Cordero had already incurred:
 - 1) waive the \$300 filing fee in this Court, which Dr. Cordero has already paid, and refund it;
 - 2) grant leave for this petition and, if certiorari is granted, for the merits brief, to be printed on 8½ x 11" paper and CDs in 10 copies in light of:
 - i) the acceptance of 8½ x 11" paper for printing other papers, such as briefs, applications, and motions under SCtR 19.1, 21.2.c, 26.4(b), 37.5, 39.3 & 5, 40.1 & 2;
 - ii) the goal expressed in FRBkrP 1001 and FRCivP 1 that procedural rules "should be construed and administered to secure the...inexpensive determination of every action and

¹ The All Writs provision does not exclude from its scope the appointment of such a judge by the chief justice. For its part, §294 does not exclude his or her appointment except under it, but merely creates the duty for the chief justice to appoint such judge if a chief judge or the respective circuit justice presents a certificate of necessity.

proceeding” having been heralded by this Court as one of “the touchstones of federal procedure”, *Brown Show Co. v. U.S.*, 370 U.S. 294, 306, 82 S.Ct. 1502, 1513, 8 L.Ed. 2d 510 (1962);

- iii) those “simple” Rules serving as reminders that form should not be exalted over substance, *Hall v. Sullivan*, 229 F.R.D. 501, 504 (D.Md. 2005);
 - iv) the privacy concerns protecting the information required for filing a motion to file in forma pauperis;
 - v) the record in DeLano running to more than 2,400 pages;
- h. given the facts surrounding, and the arguments supporting, this petition, grant Dr. Cordero any other relief that is proper and just.

Dated: October 3, 2008
59 Crescent Street
Brooklyn, NY 11208

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

CERTIFICATE OF SERVICE

Dr. Richard Cordero v. David and Mary Ann DeLano, 06-4780-bk, CA2
Pfuntner v. Trustee Kenneth Gordon et al., 02-2230, WBNY

I, Dr. Richard Cordero, Esq., certify that I mailed or e-mailed to the parties listed below a copy of my petition to U.S. Supreme Court for a writ of certiorari to the Court of Appeals for the Second Circuit concerning the above captioned cases,

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

Solicitor General of the United States
Department of Justice, Room 5614
950 Pennsylvania Ave., N.W.
Washington, DC 20530-0001.

Kathleen Dunivin Schmitt, Esq.
Assistant United States Trustee
Office of the United States Trustee
100 State Street, Room 609
Rochester, NY 14614
tel. (585)263-5812, fax (585) 263-5862

Ms. Diana G. Adams
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

Kenneth W. Gordon, Esq.
Chapter 7 Trustee, in *Pfuntner v. Gordon et al.*
Gordon & Schaal, LLP
1099 Monroe Ave., Ste 2
Rochester, NY 14620-1730
tel. (585)244-1070

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

Trustee George M. Reiber
Chapter 13 Trustee, in *DeLano*
South Winton Court, 3136 S. Winton Road
Rochester, NY 14623
tel. (585) 427-7225; fax (585)427-7804
trustee13@roch13.com

for Mr. David DeLano and M&T Bank
Michael J. Beyma, Esq.
Underberg & Kessler, LLP
300 Bausch & Lomb Place
Rochester, NY 14604
tel. (585)258-2800; fax (585)258-2821
breed@underbergkessler.com

for Mr. James Pfuntner
David MacKnight, Esq.
Lacy, Katzen, Ryen & Mittleman, LLP
The Granite Building
130 East Main Street
Rochester, NY 14604-1686
tel. (585)454-5650; (585) 269-3077
dmacknight@lacykatzen.com

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

Mr. David Palmer
1829 Middle Road
Rush, NY 14543

Dated: October 3, 2008
59 Crescent Street
Brooklyn, NY 11208

Dr. Richard Cordero, Esq.

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

XV. APPENDIX

A. Items in this volume

1. Statutes and Local Rule

- a. **18 U.S.C. §3057(a)** on the duty to report to the U.S. Attorney grounds for believing that **bankruptcy fraud** has been committed or that an **investigation** in connection therewith is needed.....Add:630
- b. **28 U.S.C. §158 Appeals** (As amended April 20, 2005, P.L. 109-8, Title XII, § 1233(a), 119 Stat. 202) which provides for the judges in a circuit to choose whether appeals from bankruptcy judges go before one district judge of the same district or a panel of three judges from a different district, whereby the nature and objectivity of the review varies so considerably throughout the country as to deny equal protection under lawAdd:630
- c. U.S. District Court, WDNY, **Local Rules of Civil Procedure Rule 5.1(h)** on **pleading** a **RICO** count, which requires so many factual details before any discovery has been conducted as to render such pleading impossible in practiceAdd:633

2. Orders entered in conjunction with the judgment sought to be reviewed

- a. District Judge David G. **Larimer's decision** of **October 21, 2006**, disposing of the appeal in *Cordero v. DeLano*, 05cv6190, WDNY, by affirming in all respects the decision of Bankruptcy Judge John C. Ninfo, II, of April 4, 2005, in *In re DeLano*, 04-20280, WBNY, that granted the DeLanos' motion of July 22, 2004, to disallow the claim of Dr. Cordero on Mr. DeLano and deprived him of standing to participate further in *DeLano* SApp:1501
- b. CA2's **denial** on January 24, 2007, of Dr. Cordero's 19dec6 motion for **production of documents** necessary for CA2 to determine this case and afford due process of law SApp:1623
- c. CA2's implied denial of February 1, 2007, of Dr. **Cordero's January 18**

- motion for a document production order and grant of the request for **extending by two weeks the brief-filing deadline** SApp:1634
- d. Table of the DeLanos' income of \$291,470 + mortgage receipts of \$382,187 = \$673,657 and credit card borrowing of \$98,092 unaccounted for due to the judges' and the trustees' refusal to require the DeLanos to produce supporting documents, such as their bank account statements..... SApp:1654
- e. CA2's **denial** of March 5, 2007, of Dr. Cordero's 15feb7 motion to reconsider its 24jan7 denial of his 19dec6 motion for a document **production order**..... SApp:1678
- f. **CA2's summary order of February 7, 2008, dismissing DeLano** CA:2180
- g. CA2's **denial** of February 8, 2008, of Dr. Cordero's 29aug7 motion of oral argument on his July 18 motion, suggesting en banc consideration of CA2's denials of his three motions for **document production**, to be held before argument is heard on the case in chiefCA:2181
- h. CA2's **denial** of February 8, 2008, of Dr. Cordero's 18jul7 motion suggesting en banc consideration of the three denials of the motions for **document production**; and if denied, for CA2 to disqualify itself due to conflict of interests and refer the case to the Attorney General under 18 U.S.C. §3057(a).....CA:2182
- i. CA2's **DENIAL** of **May 9, 2008**, of Dr. Cordero's March 14 petition for panel **REHEARING** and hearing en bancCA:2209
- j. CA2' **denial** of June 12, 2008, of Dr. Cordero's May 23 motion to recall the mandate in *DeLano* and **stay** or amend it or to stay the pending proceedings in *Pfuntner and DeLano* in WB&DNY during the pendency of the petition to the U.S. Supreme Court for a writ of certiorariCA:2232
- k. CA2' **denial** of June 12, 2008, of Dr. Cordero's motion of May 24 to prevent further denial of due process and avoid waste of litigants' and the court's resources by removing and **staying** the pending proceedings in *Pfuntner* in WB&DNY or transferring it to the U.S. District Court in Albany, NYCA:2233

3. Other relevant orders entered in the case

- a. Circuit Justice Ginsburg's grant of July 30, 2008, of Dr. Cordero's application for extension of time until next October 6 to file the petition for a writ of certiorari US:2310

4. Table

Documents requested by Dr. Cordero and denial by CA2				
	Requests		Denials	
	page #	date	page #	date
1.	CA:1606	December 19, 06	SApp:1623	January 24, 07
2.	CA:1618	January 18, 07	SApp:1634	February 1, 07
3.	CA:1637	February 15, 07	SApp:1678	March 5, 07
4.	CA:1777	March 17, 07	CA:2180	February 7, 08
5.	CA:1932	June 14, 07	CA:2180	February 7, 08
6.	CA:1975¶59a	July 18, 07	CA:2182	February 7, 08
7.	CA:2081¶c.1	August 29, 07	CA:2181	February 7, 08
8.	CA:2126¶e	November 8, 07	CA:2180	February 7, 08
9.	CA:2140¶e	November 27, 07	CA:2180	February 7, 08
10.	CA:2165¶33e	December 26, 07	CA:2180	February 7, 08
11.	CA:2179	January 3, 08	CA:2180	February 7, 08
12.	CA:2205¶25c	March 14, 08	CA:2209	May 9, 08

B. Table of Contents of items in the records of all courts..... US:2365

1. All the items: on the accompanying CD; and
2. Select items: in the separate volume filed with Dr. Cordero's in-chambers application of August 4, 2008, to the Justices for injunctive relief and a stay, referred by Chief Justice Roberts to the Court on September 10 for the Conference on September 29, 2008

C. Other relevant material

Proposed document production order..... infra at the back, bound and in a loose copy

18 U.S.C. §3057(a)

Any judge, receiver, or trustee having reasonable grounds for believing that any violation under chapter 9 of this title [18 U.S.C. §§152-157 on bankruptcy crimes] or other laws of the United States relating to insolvent debtors, receiverships or reorganization plans [e.g. 18 U.S.C. §1519 on destruction of bankruptcy records; §3284 on concealment of bankrupt's assets] has been committed, or that an investigation should be had in connection therewith, **shall** report to the appropriate United States attorney all the facts and circumstances of the case, the names of the witnesses and the offense or offenses believed to have been committed....[emphasis added]

28 USCS §158 (2005)

§ 158. Appeals

(a) The district courts of the United States shall have jurisdiction to hear appeals[--]

- (1) from final judgments, orders, and decrees;
- (2) from interlocutory orders and decrees issued under section 1121(d) of title 11 increasing or reducing the time periods referred to in section 1121 of such title; and
- (3) with leave of the court, from other interlocutory orders and decrees;

of bankruptcy judges entered in cases and proceedings referred to the bankruptcy judges under section 157 of this title [28 USCS § 157]. An appeal under this subsection shall be taken only to the district court for the judicial district in which the bankruptcy judge is serving.

(b) (1) The judicial council of a circuit shall establish a bankruptcy appellate panel service composed of bankruptcy judges of the districts in the circuit who are appointed by the judicial council in accordance with paragraph (3), to hear and determine, with the consent of all the parties, appeals under subsection (a) unless the judicial council finds that--

- (A) there are insufficient judicial resources available in the circuit; or
- (B) establishment of such service would result in undue delay or increased cost to parties in cases under title 11.

Not later than 90 days after making the finding, the judicial council shall submit to the Judicial Conference of the United States a report containing the factual basis of such finding.

(2) (A) A judicial council may reconsider, at any time, the finding described in paragraph (1).

(B) On the request of a majority of the district judges in a circuit for which a bankruptcy appellate panel service is established under paragraph (1), made after the expiration of the 1-year period beginning on the date such service is established, the judicial council of the circuit shall determine whether a circumstance specified in subparagraph (A) or (B) of such paragraph exists.

(C) On its own motion, after the expiration of the 3-year period beginning on the date a bankruptcy appellate panel service is established under paragraph (1), the judicial council of the circuit may determine whether a circumstance specified in subparagraph (A) or (B) of such paragraph exists.

(D) If the judicial council finds that either of such circumstances exists, the judicial council may provide for the completion of the appeals then pending before such service and the orderly termination of such service.

(3) Bankruptcy judges appointed under paragraph (1) shall be appointed and may be reappointed under such paragraph.

(4) If authorized by the Judicial Conference of the United States, the judicial councils of 2 or more circuits may establish a joint bankruptcy appellate panel comprised of bankruptcy judges from the districts within the circuits for which such panel is established, to hear and determine, upon the consent of all the parties, appeals under subsection (a) of this section.

(5) An appeal to be heard under this subsection shall be heard by a panel of 3 members of the bankruptcy appellate panel service, except that a member of such service may not hear an appeal originating in the district for which such member is appointed or designated under section 152 of this title [28 USCS § 152].

(6) Appeals may not be heard under this subsection by a panel of the bankruptcy appellate panel service unless the district judges for the district in which the appeals occur, by majority vote, have authorized such service to hear and determine appeals originating in such district.

(c) (1) Subject to subsections (b) and (d)(2), each appeal under subsection (a) shall be heard by a 3-judge panel of the bankruptcy appellate panel service established under subsection (b)(1) unless--

(A) the appellant elects at the time of filing the appeal; or

(B) any other party elects, not later than 30 days after service of notice of the appeal, to have such appeal heard by the district court.

(2) An appeal under subsections (a) and (b) of this section shall be taken in the same manner as appeals in civil proceedings generally are taken to the courts of appeals from the district courts and in the time provided by Rule 8002 of the Bankruptcy Rules [USCS Court Rules, Bankruptcy Rules, Rule 8002].

(d) (1) The courts of appeals shall have jurisdiction of appeals from all final decisions, judgments, orders, and decrees entered under subsections (a) and (b) of this section.

(2) (A) The appropriate court of appeals shall have jurisdiction of appeals described in the first sentence of subsection (a) if the bankruptcy court, the district court, or the bankruptcy appellate panel involved, acting on its own motion or on the request of a party to the judgment, order, or decree described in such first sentence, or all the appellants and appellees (if any) acting jointly, certify that--

(i) the judgment, order, or decree involves a question of law as to which there is no controlling decision of the court of appeals for the circuit or of the Supreme Court of the United States, or involves a matter of public importance;

(ii) the judgment, order, or decree involves a question of law requiring resolution of conflicting decisions; or

(iii) an immediate appeal from the judgment, order, or decree may materially advance the progress of the case or proceeding in which the appeal is taken;

and if the court of appeals authorizes the direct appeal of the judgment, order, or decree.

(B) If the bankruptcy court, the district court, or the bankruptcy appellate panel--

(i) on its own motion or on the request of a party, determines that a circumstance specified in clause (i), (ii), or (iii) of subparagraph (A) exists; or

(ii) receives a request made by a majority of the appellants and a majority of appellees (if any) to make the certification described in subparagraph (A);

then the bankruptcy court, the district court, or the bankruptcy appellate panel shall make the certification described in subparagraph (A).

(C) The parties may supplement the certification with a short statement of the basis for the certification.

(D) An appeal under this paragraph does not stay any proceeding of the bankruptcy court, the district court, or the bankruptcy appellate panel from which the appeal is taken, unless the respective bankruptcy court, district court, or bankruptcy appellate panel, or the court of appeals in which the appeal is pending, issues a stay of such proceeding pending the appeal.

(E) Any request under subparagraph (B) for certification shall be made not later than 60 days after the entry of the judgment, order, or decree.

HISTORY:

(July 10, 1984, P.L. 98-353, Title I, § 104(a), 98 Stat. 341; Dec. 1, 1990, P.L. 101-650, Title III, § 305, 104 Stat. 5105; Oct. 22, 1994, P.L. 103-394, Title I, § § 102, 104(c), (d), 108 Stat. 4108-4110.)

(As amended April 20, 2005, P.L. 109-8, Title XII, § 1233(a), 119 Stat. 202.)

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

LOCAL RULES OF CIVIL PROCEDURE

RULE 5.1

FILING CASES

...

(h) Any party asserting a claim, cross-claim or counterclaim under the Racketeer Influenced & Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961 et seq., shall file and serve a "RICO Case Statement" under separate cover as described below. This statement shall be filed contemporaneously with those papers first asserting the party's RICO claim, cross-claim or counterclaim, unless, for exigent circumstances, the Court grants an extension of time for filing the RICO Case Statement. A party's failure to file a statement may result in dismissal of the party's RICO claim, cross-claim or counterclaim. The RICO Case Statement must include those facts upon which the party is relying and which were obtained as a result of the reasonable inquiry required by Federal Rule of Civil Procedure 11. In particular, the statement shall be in a form which uses the numbers and letters as set forth below, and shall state in detail and with specificity the following information.

(1) State whether the alleged unlawful conduct is in violation of 18 U.S.C. §§ 1962(a), (b), (c) and/or (d).

(2) List each defendant and state the alleged misconduct and basis of liability of each defendant.

(3) List the alleged wrongdoers, other than the defendants listed above, and state the alleged misconduct of each wrongdoer.

(4) List the alleged victims and state how each victim was allegedly injured.

(5) Describe in detail the pattern of racketeering activity or collection of unlawful debts alleged for each RICO claim. A description of the pattern of racketeering shall include the following information:

(A) List the alleged predicate acts and the specific statutes which were allegedly violated;

(B) Provide the dates of the predicate acts, the participants in the predicate acts, and a description of the facts surrounding the predicate acts;

(C) If the RICO claim is based on the predicate offenses of wire fraud, mail fraud, or fraud in the sale of securities the "circumstances constituting fraud or mistake shall be stated with particularity." Fed. R. Civ. P. 9(b). Identify the time, place and contents of the alleged misrepresentations, and the identity of persons to whom and by whom the alleged misrepresentations were made;

(D) State whether there has been a criminal conviction for violation of each predicate act;

(E) State whether civil litigation has resulted in a judgment in regard to each predicate act;

(F) Describe how the predicate acts form a “pattern of racketeering activity”; and

(G) State whether the alleged predicate acts relate to each other as part of a common plan. If so, describe in detail.

(6) Describe in detail the alleged enterprise for each RICO claim. A description of the enterprise shall include the following information:

(A) State the names of the individuals, partnerships, corporations, associations, or other legal entities, which allegedly constitute the enterprise;

(B) Describe the structure, purpose, function and course of conduct of the enterprise;

(C) State whether any defendants are employees, officers or directors of the alleged enterprise;

(D) State whether any defendants are associated with the alleged enterprise;

(E) State whether you are alleging that the defendants are individuals or entities separate from the alleged enterprise, or that the defendants are the enterprise itself, or members of the enterprise; and

(F) If any defendants are alleged to be the enterprise itself, or members of the enterprise, explain whether such defendants are perpetrators, passive instruments, or victims of the alleged racketeering activity.

(7) State and describe in detail whether you are alleging that the pattern of racketeering activity and the enterprise are separate or have merged into one entity.

(8) Describe the alleged relationship between the activities of the enterprise and the pattern of racketeering activity. Discuss how the racketeering activity differs from the usual and daily activities of the enterprise, if at all.

(9) Describe what benefits, if any the alleged enterprise receives from the alleged pattern of racketeering.

(10) Describe the effect of the activities of the enterprise on interstate or foreign commerce.

(11) If the complaint alleges a violation of 18 U.S.C. § 1962(a), provide the following information:

(A) State who received the income derived from the pattern of racketeering activity or through the collection of an unlawful debt; and

(B) Describe the use or investment of such income.

(12) If the complaint alleges a violation of 18 U.S.C. § 1962(b), describe in detail the acquisition or maintenance of any interest in or control of the alleged enterprise.

(13) If the complaint alleges a violation of 18 U.S.C. § 1962(c), provide the following information:

(A) State who is employed by or associated with the enterprise; and

(B) State whether the same entity is both the liable “person” and the “enterprise” under § 1962(c).

(14) If the complaint alleges a violation of 18 U.S.C. § 1962(d), describe in detail the alleged conspiracy.

(15) Describe the alleged injury to business or property.

(16) Describe the direct causal relationship between the alleged injury and the violation of the RICO statute.

(17) List the damages sustained for which each defendant is allegedly liable.

(18) List all other federal causes of action, if any, and provide the relevant statute numbers.

(19) List all pendent state claims, if any.

(20) Provide any additional information that you feel would be helpful to the Court in processing your RICO claim.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

RICHARD CORDERO,

Appellant,

DECISION AND ORDER

05-CV-6190L

v.

DAVID DeLANO and
MARY ANN DeLANO,

Appellees.

This is an appeal, *pro se*, by Richard Cordero (“Cordero”) from a Decision and Order of Chief Bankruptcy Judge John C. Ninfo, II, entered on April 4, 2005. Cordero had filed a claim in the Chapter 13 Bankruptcy case relating to David and Mary Ann DeLano (“DeLano case”).

Chief Judge Ninfo determined, after trial and other proceedings, that Cordero had no valid claim to assert against David DeLano and he, therefore, dismissed the claim and ruled that Cordero had no right to participate further in the DeLano case. Cordero appeals from that order.

On appeal from a bankruptcy court, the district court will not set aside the bankruptcy court's findings of fact unless they are clearly erroneous. Fed. R. Bankr. 8013. Conclusions of law are subject to *de novo* review. *In re AroChem Corp.*, 176 F.3d

I have reviewed the relevant documents in this substantial file, generated for the most part by Cordero's submissions, and find no basis to modify or reverse Chief Judge Ninfo's detailed, thorough decision. I, therefore, affirm that decision in all respects.

The preserved, appellate issues, are rather straightforward, although Cordero has expended considerable energy to make it otherwise. The DeLanos, appellees here and debtors in bankruptcy, by their attorneys, set forth whether Chief Judge Ninfo should have recused himself and whether Cordero had a valid claim.

I note, as do appellees, that many of the matters contained in Cordero's brief and prolix record, have no bearing on the issues before Chief Judge Ninfo or this Court. In fact, even a cursory review of the file demonstrates Cordero's penchant for focusing on irrelevant, extraneous matters that have required both appellees, their counsel, and Chief Judge Ninfo to spend much more time dealing with this case than the merits warranted.

Cordero spends considerable time in his brief rambling on about perceived injustices visited on him by Chief Judge Ninfo. In a similar vein, Cordero filed a motion with Chief Judge Ninfo before the trial, seeking Chief Judge Ninfo's recusal. Chief Judge Ninfo denied the motion orally at the start of the trial and indicated his intent to supplement that decision in writing. He has done so in the April 4, 2005 Decision and Order that is the subject of this appeal.

Section 455(a) of Title 28 provides that "[a]ny justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned." Adverse rulings by a judge do not in themselves show bias or warrant disqualification. *See Liteky v. United States*, 510 U.S. 540, 555 (1994) ("judicial rulings alone almost never constitute a valid basis for a bias or partiality motion" under Section 455(a)). *See also*

Faulkner v. National Geographic Enterprises Inc., 409 F.3d 26, 42-43 (2d Cir. 2005) (trial judge's denial of class certification in copyright infringement action, did not, without more, evidence bias or hostility warranting disqualification).

There was no basis for Chief Judge Ninfo to recuse himself from the trial and, therefore, there is no basis for this Court to reverse his decision. In this case, there is no evidence of any extra-judicial matters that might require consideration of recusal. At heart, Cordero seeks recusal because Chief Judge Ninfo has ruled against him in earlier court proceedings in this case. Simply because the assigned judge makes rulings, which are not to the litigant's liking, is not a basis for recusal. The system would unworkable if that were the case. Cordero can cite to nothing other than the fact he has not fared well in terms of pretrial orders. That fact, does not warrant recusal and, in fact, when that is the only reason advanced, a court would be remiss in its duties if it granted recusal.


On the merits of this appeal, that is whether Cordero had a valid claim against David DeLano, I can add nothing to what Chief Judge Ninfo has set forth in his detailed decision and order. That decision and the attachments to it, and the rest of the file, indicate clearly that Cordero was given every opportunity to conduct discovery and to present his case, such as it was, at a trial. Chief Judge Ninfo noted in his decision that Cordero completely failed to establish any entitlement to his so-called claim during the day-long trial of the case. In essence, Chief Judge Ninfo found a complete lack of proof that Cordero had any type of claim warranting prosecution in the DeLano bankruptcy matter. On appeal, in the voluminous papers filed and in Cordero's lengthy brief, as appellees note, Cordero has done virtually nothing to point out in what manner Chief Judge Ninfo erred finding no valid claim. Therefore, for the reasons stated in Chief Judge Ninfo's Decision and Order, which I adopt, there is no basis whatsoever to overturn Chief Judge Ninfo's decisions as to

whether there is a valid claim and whether he should have recused himself. In addition, although it was difficult to determine the precise nature of the arguments advanced, I have considered them all and find that none warrant relief and none require vacating or reversing Chief Judge Ninfo's Decision and Order of April 4, 2005.

CONCLUSION

The Decision and Order of United States Chief Bankruptcy Judge John C. Ninfo, II, entered April 4, 2005, is in all respects affirmed.

IT IS SO ORDERED.



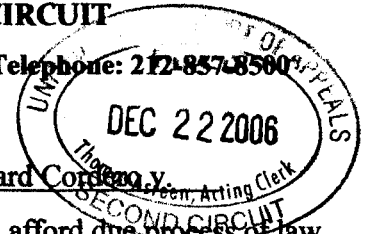
DAVID G. LARIMER
United States District Judge

Dated: Rochester, New York
August 21, 2006.

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

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

MOTION INFORMATION STATEMENT



Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero, Jr.

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

- 1) A key issue presented below and in this appeal is **a)** whether Bankrupt David DeLano, a 39-year veteran of the banking industry and employed in the bankruptcy department of a major bank when filing in 2004 a joint bankruptcy petition with his wife, where they declared to have only \$535 in cash and on account, engaged in bankruptcy fraud by concealing the \$291,470 that their 1040 IRS forms show they earned in just 2001-03, and the \$382,187 that they received through a string of mortgages on their only declared real property in which they claimed equity of only \$21,416 and a mortgage of \$77,084 after paying the initial \$26,000 mortgage for 30 years!;
- b)** whether they resorted to the artifice of a motion to disallow Creditor-Appellant's claim so as to eliminate him from the case before he could obtain the documents proving their fraud; and **c)** whether their motion was granted through the participation of the Bankruptcy and the District Courts in a bankruptcy fraud scheme whereby they denied Creditor-Appellant *every single document* that he requested, including those as obviously pertinent to ascertaining the good faith of any bankruptcy petition as bank, debit and credit card statements, and thereby insured that the whereabouts of their known income and receipts of \$673,657 are still unknown.
- 2) This Court needs those documents so as to assess the merits of the appeal and the integrity of the courts below and to correct those courts' denial in self-interest of due process of law to Creditor-Appellant.
- 3) Therefore, Appellant respectfully requests that this Court order that **a)** Bankrupt-Appellees produce within 30 days:
 - i)** the statements of all their individual & joint bank, credit, debit, and investment accounts and 1040 IRS filings since 1/1/96 to date; **ii)** complete documents relating to all real property anywhere in which they have any interest in their names or in third parties', and to all their mortgages and loans, including those relating to their home bought in 1975; and that **b)** the scheduling order be suspended and reissued after production of all documents.

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

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

MOVING ATTORNEY: Pro se

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

Has consent of opposing counsel:

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

Has request for relief been made below?

Is oral argument requested? Yes

(requests for oral argument will not necessarily be granted)

Has argument date of appeal been set? No

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

Has this relief been previously sought in this Court?

Requested return date and explanation of emergency:

Signature of Moving Attorney:

Dr. Richard Cordero

Date: December 19, 2006

Has service been effected? Yes

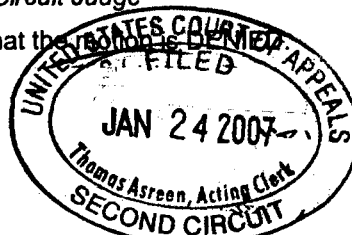
ORDER

Before: Hon. Peter W. Hall, Circuit Judge

IT IS HEREBY ORDERED that the

JAN 24 2007

Date



FOR THE COURT:
THOMAS W. ASREEN, Acting Clerk
by

Arthur M. Heller
Arthur M. Heller
Motions Staff Attorney

Daniel Patrick Moynihan U.S. Courthouse at 590 Pearl Street, New York, NY 10007; telephone: 212-857-8500

Docket Number(s): 06-4780-bk

JAN 24 2007

In Re: Dr. Richard Cordero v.

Motion for suspension or extension of briefing deadline if by 1/31/7 pending motions have not been decided

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

a) if by January 31 no decision on either of those three motions has suspended the scheduling order,

- i) to suspend such order until those motions have been decided, provided such suspension can be decided by the date certain of January 31;
- ii) otherwise and only to avoid being found in default, to extend on the date certain of January, 31, such filing deadline from January 31 to March 2, 2007.

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

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

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

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS

A. been sought? No B. been obtained?

AND INJUNCTIONS PENDING APPEAL: N/A

Has request for relief been made below? No

Has this relief been previously sought in this Court?

Is oral argument requested? Yes

Requested return date and explanation of emergency:

(requests for oral argument will not necessarily be granted)

Has argument date of appeal been set? No

Signature of Moving Attorney:

Dr. Richard Cordero

Date: January 18, 2007

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

ORDER

IT IS HEREBY ORDERED THAT the motion is **GRANTED** **DENIED** only to this extent:
the dates in the 601-FILED-19-00000 are all extended two weeks.
FOR THE COURT, THOMAS ASREEN, Acting Clerk of Court

Date: 2-1-07
Form T-1080 (Revised 11/01/06).

the motion is **GRANTED**
FOR THE COURT
 FEB 01 2007
 By: Thomas Aspreen, Acting Clerk
 SECOND CIRCUIT

97 Miners
Sup. Staff Atty

Dr. Cordero's 1/18/7 motion for suspension or extension of brief-filing deadline; *In Re Dr. R. Cordero* v.06-4780 1

**The DeLanos' income of \$291,470,
+ mortgage receipts of \$382,187 = \$673,657
and credit card borrowing of \$98,092**

unaccounted for due to the judges' and the trustees' refusal to require the DeLanos to produce documents supporting their declaration in Schedule B (D:31) of their bankruptcy petition that at the time of its filing on January 27, 2004, they had in hand and on account only \$535!¹

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

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

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

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

^d Why do these numbers not match?

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

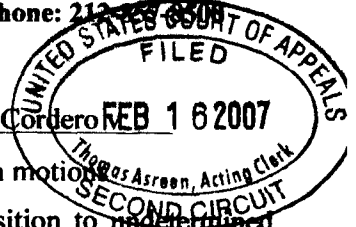
Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007 Telephone: 212-424-6500

ORIGINAL

MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero **FEB 16 2007**



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

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

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

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

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

Has consent of opposing counsel:

A. been sought? No B. been obtained?

Has request for relief been made below?

Is oral argument requested? Yes

(requests for oral argument will not necessarily be granted)

Has argument date of appeal been set? No

Signature of Moving Attorney:

Dr. Richard Cordero

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

Has this relief been previously sought in this Court?

Requested return date and explanation of emergency:

Appellant-Creditor moved for relief on December 6 & 19. The Court took action on them on February 1.

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

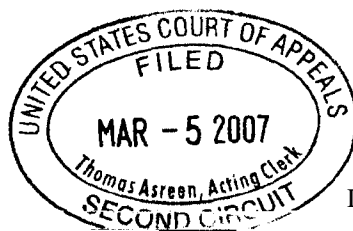
ORDER

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

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

FOR THE COURT:
THOMAS ASREEN, Acting Clerk
by

Arthur M. Heller
Arthur M. Heller
Motions Staff Attorney



Date

SApp:1678

Denial of Dr Cordero's 15feb mtn to reconsider doc prod order denial

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

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

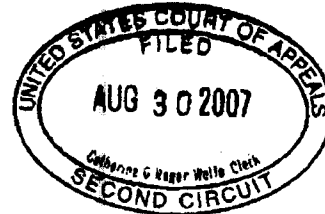
MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v.

Motion: for oral argument on the motion of July 18 suggesting en banc consideration of the three denials of the motions for document production to be held before argument is heard on the case in chief

- a) The motion of July 18 suggesting en banc consideration was referred on July 31 to the panel assigned to hear this appeal and set for oral argument on September 25. It was removed from the calendar on August 2 and referred to the motions judge, who referred it back to the panel on August 9. However, no oral argument has been set for that motion or the case in chief.
- b) The en banc motion requests an order of production because *every single document* that Dr. Cordero requested was denied by the bankruptcy court, the district court, and three times by this Court last January 24, February 1, and March 5. Hence, for the Court to proceed under these circumstances is:
- 1) to intentionally validate the lower courts' and its own violation of Dr. Cordero's right to discovery;
 - 2) to force Dr. Cordero to argue in his briefs and at oral argument on the basis of information known to the Court to be incomplete because the Debtor, the trustees, and the judges withheld from him information to which he, like any other litigant and creditor similarly situated, was entitled; and
 - 3) to intentionally deprive itself of information that will reveal a bankruptcy fraud scheme with the support or toleration of judges, trustees, and other officers, which works a cover up in the interest of self-preservation and constitutes a failure to perform the Court's supervisory duty to safeguard the integrity of judicial process and to afford Dr. Cordero due process of law.
- i) Documents requested can explain, inter alia, how ~~Exh.4~~ the Debtors bought their home in 1975 after taking a \$26,000 mortgage; ~~Exh.2~~ two months before filing for bankruptcy in 2004, listed it as their sole real property and had it appraised at \$98,500, of which \$77,084 was their outstanding mortgage and only \$21,416 their equity after making mortgage payments for 30 years and receiving \$382,187 in a string of eight mortgages! (D:341-354)...yet only 2½ months after ~~Exh.3~~ being discharged on February 7, 2007, ~~Exh.4~~ they sold it on April 23, 2007, for \$135,000, a 37% increase in value in a down real estate market. Pretty savvy, after all, Debtor DeLano was a 39-year veteran banker when he filed, continued working in the bankruptcy department of M&T Bank, and was aided by the trustees and judges to evade accounting for \$673,657 (SApp:1654).
- c) Therefore, Dr. Cordero respectfully requests the Court:
- 1) to issue his proposed document production order since Debtors consented to it by not opposing the en banc motion requesting it;
 - 2) in the alternative, to set the en banc motion for oral argument before hearing argument on the case in chief so that the Court may decide whether to order production of documents and allow rebriefing to take into account the documents produced; and
 - 3) to provide him with all other relief that is just and proper, including the relief requested in his principal and reply briefs.



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

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

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

Has consent of opposing counsel:

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

Is oral argument requested? Yes Is its date set? No
Requested return date for this motion: October 2, 2007

Signature of Moving Attorney:

Dr. Richard Cordero

Has service been effected? Yes

Proof of service is attached hereto.

Date: August 29, 2007

ORDER: It is hereby ordered that the motion is **GRANTED** **DENIED**.

Denied as moot in light of order dated 2/7/08.

For the Court: Catherine O'Hagan Wolfe, Clerk of Court

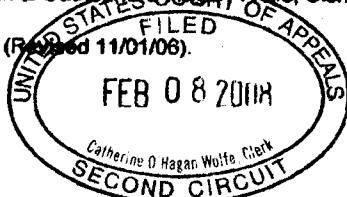
FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk of Court

Date:

CA:2081

Form T-1080 (Revised 11/01/06)



By: Judy Pisanont
Judy Pisanont, Motions Staff Attorney

FEB 8 2008

CA2's denial of 8feb8 of Dr Cordero's 29aug6 mtn for oral arg re en banc consideration of 3 doc prod mtns

CA:2081

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

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

MOTION INFORMATION STATEMENT

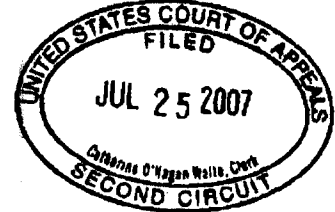
Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v.

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

Relief sought: That the Court:

- order the production to the Court and the parties of all documents necessary to determine all the facts in *DeLano* and *Pfuntner* (Add:863§V; CA:1918 ¶37-39); and to begin with, issue the proposed order of production accompanying Dr. Cordero's principal and reply briefs and this motion;
- after production of all necessary documents, allow the parties time to file supplemental briefs;
- if production of documents is denied:
 - declare null and void as tainted by partiality and official wrongdoing all the decisions in *DeLano* and *Pfuntner*, including the cases in their procedural history under this Court's jurisdiction (CA:1977/Table of Cases, below)
 - refer both cases under 18 U.S.C. §3057(a) to U.S. AG Alberto Gonzales for investigation by U.S. attorneys and FBI agents who have had no relation with colleagues assigned to their respective offices in Rochester or Buffalo, NY, and that are unrelated to any of the persons that might come under investigation;
 - disqualify itself from both cases.
- In the alternative, far from remanding this case and Dr. Cordero to the wrongdoing courts below for more of their abuse of due process and him, cause the issue under 28 U.S.C. §294(d) of a certificate of necessity for the designation and assignment from the roster of senior judges of a retired judge from a circuit other than the Second Circuit (cf. 28 U.S.C. §152(b)), who is known for his or her integrity and independence and is unrelated to any of the members of this Court or to the officers and parties in either *Pfuntner* or *DeLano*, to conduct a trial by jury of both cases in the U.S. District Court in Albany, NY.
- Provide Dr. Cordero with all other relief that is just and proper, including the relief requested in his principal and reply briefs.



MOVING PARTY: Dr. Richard Cordero

Creditor-Appellant

59 Crescent Street, Brooklyn, NY 11208-1515

tel. (718) 827-9521; CorderoRic@yahoo.com

MOVING ATTORNEY: Pro se

OPPOSING PARTY: David and Mary Ann DeLano

OPPOSING ATTORNEY: Devin L. Palmer, Esq.

Boylan, Brown, Code, Vigdor & Wilson, LLP

2400 Chase Square, Rochester, NY 14604

tel. (585)232-5300; fax (585)232-3528

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

Has consent of opposing counsel:

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

Is oral argument requested? Yes Is its date set? No

Requested return date for this motion: August 13, 2007

Signature of Moving Attorney:

Dr. Richard Cordero

Has service been effected? Yes

Proof of service is attached hereto.

Date: July 18, 2007

ORDER

IT IS HEREBY ORDERED THAT the motion is GRANTED

DENIED.

Denied as moot in light of order dated 2/7/08

FOR THE COURT:

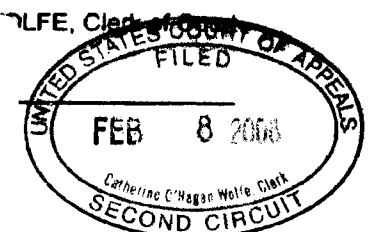
Catherine O'Hagan Wolfe, Clerk of Court

By: Judy Pisanont

Judy Pisanont, Motions Staff Attorney

Date: FEB 8 2008

Form T-1080 (Revised 11/01/06).

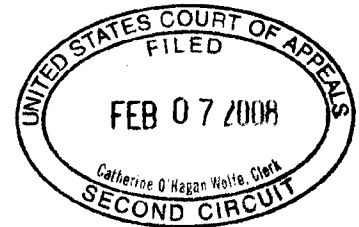


United States Court of Appeals
FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 7th day of February, two thousand eight.

Present:

Hon. Sonia Sotomayor,
Hon. Debra Ann Livingston,
Circuit Judges,
Hon. Gregory W. Carman,*
Judge, U.S. Court of International Trade.



Dr. Richard Cordero,

Creditor-Appellant,

v.

06-4780-bk

David DeLano, Mary Ann DeLano,

Debtors-Appellees.

George M. Reiber, as Bankruptcy Trustee, moves to dismiss the appeal as moot. Although Appellant's argument that the Trustee's motion is deficient may be correct, any such deficiencies are minor and, in any event, the appeal is subject to dismissal under this Court's *sua sponte* authority. Upon due consideration, it is hereby ORDERED that the appeal is DISMISSED as equitably moot. *See In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 144 (2d Cir. 2005); *In re Chateaugay Corp.*, 988 F.2d 322, 326 (2d Cir. 1993).

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk

By: 

*The Honorable Gregory W. Carman, of the United States Court of International Trade, sitting by designation.

SAO-LB

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
THURGOOD MARSHALL U.S. COURT HOUSE
40 FOLEY SQUARE, NEW YORK, N.Y. 10007

Catherine O'Hagan Wolfe
CLERK OF COURT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 9th day of May two thousand and eight,

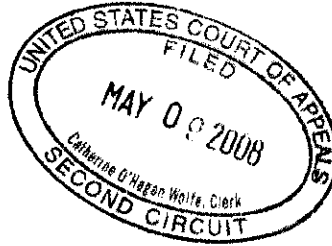
Dr. Richard Cordero,

Creditor-Appellant,

v.

David DeLano, Mary Ann DeLano,

Debtors-Appellees.



06-4780-bk

Appellant Dr. Richard Cordero, having filed a petition for panel rehearing, and for rehearing *en banc*, and the panel that determined the appeal having considered the request for panel rehearing, and the active members of the Court having considered the request for rehearing *en banc*,

IT IS HEREBY ORDERED that the petition is denied.

For the Court:
Catherine O'Hagan Wolfe, Clerk

By: 
Frank Perez, Deputy Clerk

MANDATE

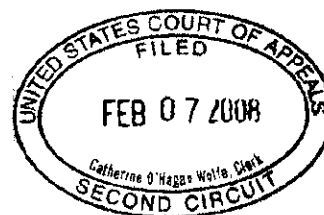
W.D.N.Y.
05-cv-6190
Larimer, J.

United States Court of Appeals FOR THE SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 7th day of February, two thousand eight.

Present:

Hon. Sonia Sotomayor,
Hon. Debra Ann Livingston,
Circuit Judges,
Hon. Gregory W. Carman,*
Judge, U.S. Court of International Trade.



Dr. Richard Cordero,

Creditor-Appellant,

v.

06-4780-bk

David DeLano, Mary Ann DeLano,

Debtors-Appellees.

George M. Reiber, as Bankruptcy Trustee, moves to dismiss the appeal as moot. Although Appellant's argument that the Trustee's motion is deficient may be correct, any such deficiencies are minor and, in any event, the appeal is subject to dismissal under this Court's *sua sponte* authority. Upon due consideration, it is hereby ORDERED that the appeal is DISMISSED as equitably moot. See *In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 144 (2d Cir. 2005); *In re Chateaugay Corp.*, 988 F.2d 322, 326 (2d Cir. 1993).

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk

A TRUE COPY
Catherine O'Hagan Wolfe, Clerk

by

DEPUTY CLERK

By:

*The Honorable Gregory W. Carman, of the United States Court of International Trade, sitting by designation.

SAO-LB

ISSUED AS MANDATE: 5/16/08

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007; telephone: 212-857-8500
MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v.

Motion: to recall and stay the mandate in *DeLano* and stay pending proceedings in *DeLano* and *Pfuntner*

Relief sought: Appellant Dr. Cordero respectfully requests that the Court:

- a. recall and stay the mandate in *DeLano* pending the final disposition of that case by the Supreme Court on petition for a writ of certiorari;
- b. transfer all pending proceedings in *DeLano* and *Pfuntner* from the bankruptcy and district courts in the Western District to the U.S. District Court in Albany, NY, and stay them;
- c. otherwise, stay all proceedings in *DeLano* and *Pfuntner* in the bankruptcy and district courts in the Western District;
- c declare null and void as tainted by bias, arbitrariness, and disregard for the law and the facts resulting in denial of due process all the decisions of:
 - 1) Judge Larimer in
 - (a) *Cordero v. Trustee Gordon*, 03cv6021L,
 - (d) *Cordero v. Palmer*, 03mbk6001L; and
 - 2) Judge Ninfo in
 - (a) *Pfuntner v. Trustee Gordon et al.*, 02-2230, WBNY;
- d. otherwise, return to Dr. Cordero the filing fee of \$455;
- e. provide him such further compensation as is fair and just.

RECEIVED
2008 MAY 28 PM 3:23
CLERK OF COURT
U.S. COURT OF APPEALS

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

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

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

Has consent of opposing counsel:

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

Is oral argument requested? Yes

Has argument date of appeal been set? No

If yes, enter date: _____

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

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

Signature of Moving Attorney:

Dr. Richard Cordero

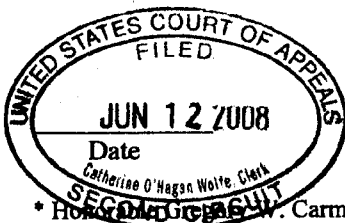
Date: May 23, 2008

Has service been effected? Yes
Proof of service is attached hereto.

ORDER

Before: Hon. Sonia Sotomayor, Hon. Debra Ann Livingston, *Circuit Judges*, and Hon. Gregory W. Carman, *Judge**

IT IS HEREBY ORDERED that Appellant Cordero's motion to recall and stay the mandate and other relief is DENIED.



FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

by

Joy Fallik
Joy Fallik, Administrative Attorney

* Hon. Gregory W. Carman, of the United States Court of International Trade, sitting by designation.

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
Daniel Patrick Moynihan U.S. Courthouse at 500 Pearl Street, New York, NY 10007; telephone: 212-857-8500
MOTION INFORMATION STATEMENT

Docket Number(s): 06-4780-bk

In Re: Dr. Richard Cordero v.

Motion : to remove and stay *Pfuntner* or transfer it from WB&DNY to USDC, Albany, NY

Relief sought: Appellant Dr. Cordero respectfully requests that the Court:

- a. Remove the case that is related to the instant case in terms of judges, trustees, parties, issues, and facts, namely, *Pfuntner v. Trustee Gordon, et al*, 02-2230, WBNY, and that forms part of the same operative nucleus of a bankruptcy fraud scheme from the Bankruptcy Court, WBNY, and the District Court, WDNY, and stay it; or
- b. transfer *Pfuntner* to an impartial court, as is presumably the U.S. District Court in Albany, NY; and
 - 1) stay the proceedings; or
 - 2) cause the issue under 28 U.S.C. §294(d) of a certificate of necessity for the designation and assignment from the roster of senior judges of a retired judge from a circuit other than the Second Circuit (cf. 28 U.S.C. §152(b)) to begin discovery in *Pfuntner* in the court in Albany and try it to a jury there; and
 - 3) declare null and void the previous decisions in *Pfuntner*.

RECEIVED
U.S. COURT OF APPEALS
2008 MAY 28 PM 3:24

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

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

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

Has consent of opposing counsel:

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

Is oral argument requested? Yes

Has argument date of appeal been set? No

If yes, enter date: _____

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

Signature of Moving Attorney:

Dr. Richard Cordero

Date: May 24, 2008

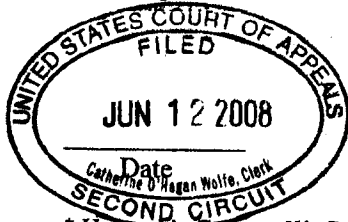
Has service been effected? Yes

Proof of service is attached hereto.

ORDER

Before: Hon. Sonia Sotomayor, Hon. Debra Ann Livingston, *Circuit Judges*, and Hon. Gregory W. Carman, *Judge**

IT IS HEREBY ORDERED that Appellant Cordero's motion to stay *Pfuntner v. Trustee Gordon* in the Bankruptcy Court for WDNY and other relief is DENIED.



FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

by

Joy Fallek
Joy Fallek, Administrative Attorney

* Honorable Gregory W. Carman, of the United States Court of International Trade, sitting by designation.

**Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001**

William K. Suter
Clerk of the Court
(202) 479-3011

July 30, 2008

Mr. Richard Cordero
59 Crescent Street
Brooklyn, NY 11208

Re: Richard Cordero
v. David DeLano, et ux.
Application No. 08A88


Dear Mr. Cordero:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case has been presented to Justice Ginsburg, who on July 30, 2008 extended the time to and including October 6, 2008.

This letter has been sent to those designated on the attached notification list.

Sincerely,

William K. Suter, Clerk

by 

Melissa Blalock
Case Analyst

(as of April 17, 2007)

**Contents and Retrieval
of Documents Referred to by**
Letter:page number
in <http://Judicial-Discipline-Reform.org/>

I. CONTENTS **A:# pages** 1st page of docket

<i>Pfuntner v. Trustee Gordon et al.</i> , docket 02-2230, WBNY	A:1551
<i>Cordero v. Trustee Gordon</i> , docket 03cv6021L, WDNy	A:458
<i>Cordero v. Palmer</i> , docket 03mbk6001L, WDNy	A:462 (but see ToEA:156>462b)
<i>In re Premier Van et al.</i> , docket 03-5023, CA2	C:422
<i>In re Richard Cordero</i> , docket 03-3088, CA2	A:665g
<i>Cordero v. Gordon et al.</i> , docket 04-8371, Sup. Ct.	A:2229

D:#, Tr:#, Add:#, Pst:#, SApp:# pages

<i>In re DeLano</i> , docket 04-20280, WBNY	D:496
<i>Cordero v. DeLano</i> , docket 05cv6190L, WDNy	Pst:1181
<i>Dr. Richard Cordero v. David and Mary Ann DeLano</i> , dkt. 06-4780-bk, CA2, up to date at..... http://Judicial-Discipline-Reform.org/CA2_dkt/DeLano_dkt_CA2.pdf cf. brief	http://Judicial-Discipline-Reform.org/ DeLano_record/brief_DeLano_CA2.pdf

II. RETRIEVAL **Bank of Hyperlinks**

JDR's call for a Watergate-like *Follow the money!* investigation into a bankruptcy fraud scheme supported by coordinated judicial wrongdoing:
[C:1/E:1](#); [C:271](#); [C:441](#); [C:551](#); [C:711](#); [C:821](#); [C:981](#); [C:1081](#); [C:1285](#); [C:1331](#); [C:1611](#); [C:1741](#)
Pfuntner:[A:1](#); [261](#); [A:353](#); [A:734](#); [A:1061](#); [A:1301](#); [A:1601](#); [A:1675](#); [A:1765](#) [E:1-60](#); [E:1-62](#)
DeLano: [D:1](#); [D:103](#); [D:203](#); [D:301](#); [D:425](#); [Add:509](#); [Add:711](#); [Add:911](#); [Pst:1171](#); [SApp:1501](#)
Transcript of the evidentiary hearing in *DeLano* held in Bankruptcy Court, WBNY, on March 1, 2005: [Tr](#)

Downloadable Bank of Hyperlinks

http://judicial-discipline-reform.org/Bank%20of%20Links.htm#Table_of_Exhibits.htm

Blank

XV.B. Table of Contents of the Appendix items in a separate volume* and the accompanying CD and consisting of the records in all courts

Table of Contents

1. Designated Items in the Record in Bankruptcy Court	D:1-508q	US:2365
2. Transcript of the Evidentiary Hearing in Bankruptcy Court	Tr:1-190	US:2379
3. Addendum to Designated Items with brief in District Court.	Add:509-1170	US:2379
4. Post-Addendum with reply to Appellees' response in DisCt	Pst:1171-1500	US:2391
5. Special Appendix with the principal brief in CA2	SApp:1501-1699d	US:2393
6. Principal brief and subsequent documents in CA2	CA:1700-2240	US:2399
7. In-chambers application & other documents in the SCt	US:2241-to end	US:2405

*= also in the separate volume

1. DESIGNATION OF ITEMS IN THE RECORD IN BKR COURT D:1-508q

1. Dr. Richard Cordero's Notice of Appeal of April 9, 2005	D:1
2. Decision and Order of U.S. Bankruptcy Judge John C. Ninfo, II, of April 4, 2005 , in In re David and Mary Ann DeLano, docket no. 04-20280, WBNY, finding that Dr. Cordero has no valid claim against Mr. DeLano, no standing to participate in any further Court proceeding in the DeLano case, and denying any stay of the provisions of the Decision and Order, on appeal to the U.S. District Court , WDNY	D:2*
3. Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors , Deadlines	D:22*
4. Voluntary Petition of January 26, 2004 , under Chapter 13 of the Bankruptcy Code, with Schedules, of David DeLano and Mary Ann DeLano	D:27*
5. Chapter 13 Plan of Debt Repayment of January 26, 2004	D:59*
6. Capital One Auto Finance's Notice of February 3, 2004 , of request to be served with notice pursuant to Bankruptcy Rule 2002 and 9010	D:61*
7. Bankruptcy Court's Order of February 9, 2004 , to Debtor to Pay Trustee	D:62*
8. Dr. Richard Cordero's Objection of March 4, 2004 , to Confirmation of the DeLanos' Chapter 13 Plan of Debt Repayment	D:63*
9. Creditors' Appearances for §341 Meeting form showing Dr. Cordero's sole appearance for the DeLanos' meeting on March 8, 2004	D:68

10. Proceeding Memo -Chapter 13 341A meeting of Creditors on March 8, 2004, adjourning the meeting to April 26, 2004	D:69
11. Assistant U.S. Trustee Kathleen Dunivin Schmitt's letter of March 11, 2004 , to Dr. Cordero stating that the U.S. Trustee for Region 2 , Deirdre A. Martini , concurs with her that the DeLano case should continue to be handled by Chapter 13 Trustee George Reiber	D:70
12. Claims register as of March 14, 2004.....	D:71
13. Trustee Reiber's letter of March 12, 2004: see 150 , infra	
14. Letter of Christopher K. Werner, Esq. , attorney for the DeLanos, of March 19, 2004 , to Trustee Reiber proposing dates for the adjourned §341 examination of the DeLanos	D:73
15. Trustee Reiber's letter of March 24, 2004 to Dr. Cordero accompanying a copy of Att. Werner's March 19 letter to him and asking Dr. Cordero for dates for the examination	D:74
16. Dr. Cordero's Objection of March 29, 2004, to the DeLanos' Claim of Exemptions	D:75
17. Dr. Cordero's Memorandum of March 30, 2004, to the parties on the facts, implications , and requests concerning the DeLano Chapter 13 bankruptcy petition and the events at the meeting of creditors on March 8, 2004	D:77
18. Dr. Cordero's Notice of March 31, 2004, of Motion for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of the " Local Practice " concerning how the examination of the debtors is actually conducted at a §341 meeting of creditors, which Practice the officer presiding over the DeLano case, Bankruptcy Judge John C. Ninfo, II, claimed in open court and for the record on March 8, 2004, that Dr. Cordero should have found out by making phone calls instead of reading strictly the Bankruptcy Code and Rules	D:97
19. Trustee Reiber's letter of April 1, 2004 , to Dr. Cordero asking him for dates when to hold the §341 hearing	D:103
20. Dr. Cordero's letter of April 3, 2004 , to Region 2 Trustee Martini accompanying the March 30 Memorandum	D:104
21. Bankruptcy Court's Case Administrator Paula Finucane's Deficiency Notice of April 9, 2004 , to Dr. Cordero	D:105
22. Dr. Cordero's letter of April 13, 2004 , to Clerk of Court Paul Warren concerning all the mistakes made in docketing three of Dr. Cordero's documents and the failure to docket other two, namely:	D:106

a. Dr. Cordero's Objection of March 29, 2004, to a Claim of Exemptions	D:75
b. Dr. Cordero's Memorandum of March 30, 2004, on the facts, implications , and requests concerning the DeLano bankruptcy petition and the events at the meeting of creditors on March 8, 2004	D:77
c. Dr. Cordero's Motion of March 31, 2004, for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Local Practice	D:97
d. Dr. Cordero's letter of January 4, 2004 , to Mr. Todd M. Stickle , Deputy Clerk in Charge, requesting information about documents mentioned in specific entries of the docket of Pfuntner v. Gordon et al., no. 02-2230, WBNY, but not entered in it and, as a result, lacking their own entry numbers	D:108
e. Deputy Stickle's letter of January 28, 2004 , to Dr. Cordero asking him to provide the entry numbers of the requested documents, yet Dr. Cordero had stated that they lacked entry numbers	D:110
23. Trustee Reiber's letter, undated but received on April 15, 2004 , to Dr. Cordero concerning the letter that the latter had not received from the Trustee and referring to the Trustee's need to "have sufficient time to complete my investigation " of the DeLanos before examining them, thereby pretending that he was investigating them although he had not yet asked them for a single document.....	D:111
24. Dr. Cordero's letter of April 15, 2004 , to Trustee Reiber requesting that he send the letter that he told Dr. Cordero on March 12 that he would send him and asking that he state the nature and scope of his investigation of the DeLanos	D:112
25. Deputy Stickle's letter of April 16 2004 , to Dr. Cordero stating that the deficiency notice relating to mistakes in docketing Dr. Cordero's Motion for a Declaration of the Mode of Computing the Timeliness of an Objection to a Claim of Exemptions and for a Written Statement on and of Judge Ninfo's "Local Practice" would be corrected	D:115
26. Att. Werner's letter of April 16, 2004 , to Trustee Reiber and Dr. Cordero to provide dates in May for the adjourned §341 examination of the DeLanos	D:116
27. Att. Werner's cover letter April 16, 2004 , to the Bankruptcy Court	D:117
a. "Debtors' statement of in opposition to Cordero [sic] objection to claim of exemptions" of April 16, 2004, stating, among other things, that	D:118

“As indicated in the Debtors’ petition, the **Debtors’ financial difficulties stem from over then (10) years ago**, relating to a time when Mr. DeLano lost his job at First National Bank and had to take a subsequent position at less than half of his original salary. As a result, the Debtors were unable to keep pace on various credit card **obligations** which they had **incurred** in their **children’s education** and other **living expenses**. The **Debtors** have **maintained the minimum payments** on those obligations for more than ten (10) years”

28. Trustee **Reiber’s** letter of **April 20, 2004**, to Att. **Werner** directing him, “because of the concerns which have been raised” [by Dr. Cordero], to **provide** him with financial **documents** concerning the DeLanos, which constituted his first document request ever and the start of his “investigation” of them D:120
29. Trustee **Reiber’s** letter of **April 20, 2004**, sending Dr. **Cordero** a **copy** of the Trustee’s **letter** of March 24 to Mr. Werner and the latter’s reply of March 19, thereby pretending that they were the letters that Dr. Cordero had not received and had asked for although Dr. Cordero had stated that he had received those letters..... D:122
30. Trustee **Reiber’s statement to the court** of **April 22, 2004**, that **§341 hearing** in the DeLano case is being adjourned and that he will set a **new date** at Court on April 26, 2004..... D:123
31. Dr. **Cordero’s** letter of **April 23, 2004**, to Trustee **Reiber** stating that the letters that he sent with his April 20 letter to Dr. Cordero could not be the **letter** that the Trustee had said that he would send Dr. Cordero and that the **Trustee** must have **sent to Att. Werner**, indicating how suspicious the Trustee’s reluctance to send that letter was, and **stating** why the Trustee’s request to Att. Werner for documents of the DeLanos was so deficient and requesting that he correct it D:124
32. Dr. **Cordero’s reply** of **April 25, 2004**, to Debtors’ **statement** in opposition to Dr. **Cordero’s** objection to a claim of exemptions D:128
33. Dr. **Cordero’s** letter of **April 26, 2004**, to Trustee **Martini** **requesting** that she **respond** to his **Memorandum** of March 30 and **asking** again that Trustee **Reiber** be **removed** and a trustee unrelated to the parties and willing to investigate the DeLanos be appointed D:137
34. Trustee **Reiber’s** letter of **April 27, 2004**, to Dr. **Cordero** stating that he has not yet received the requested documents from the DeLanos that he needs in order to ask meaningful questions at the independent hearing that he wants to hold and that he sent Dr. Cordero copies of letters between Att. Werner and the Trustee..... D:138

35. Trustee Martini 's letter mailed on May 5 and received by Dr. Cordero on May 6 but antedated as of April 14, 2004, stating that she spoke with Trustee Schmitt and sees no reason to recuse from the DeLano case Trustee Reiber , who is required to carefully scrutinize the schedules	D:139
36. Dr. Cordero 's letter of May 10 , 2004, to Trustee Martini stating that the letter that he received from her on May 6 but antedated as of April 14, was not accompanied by any list that she mentioned in her letter as being enclosed.....	D:141
37. Dr. Cordero 's proof of claim of May 15 , 2004, against the DeLanos	D:142
a. Summary of the document supporting Dr. Cordero's proof of claim against the DeLanos.....	D:144
38. Dr. Cordero 's letter of May 16 , 2004, to Trustee Reiber 1) requesting once more the letter(s) that he sent to Att. Werner but not to him in which he must have stated, among other now regretted things, his request for proposed dates for the adjourned §341 examination of the DeLanos and 2) requesting the Trustee to obtain the already requested financial documents from the DeLanos	D:147
39. Trustee Reiber 's letter of May 18 , 2004, to Dr. Cordero with copy of:	D:149
a. Trustee Reiber 's letter of March 12 , 2004, sent to Att. Werner and promised in a phone conversation with Dr. Cordero but not sent to him till then and only after the latter's repeated requests that the Trustee send it to him too, informing them of the Trustee's decision to conduct an adjourned §341 hearing 'because Dr. Cordero raised objections which it is proper for Dr. Cordero to question the DeLanos about' and stating that "it would be helpful if Dr. Cordero could transmit to Att. Werner a list of any documents which he may desire prior to the hearing".....	D:151
40. Trustee Reiber 's letter of May 18 , 2004, to Att. Werner to inquire about his progress in obtaining the documents requested in the April 20 letter.....	D:153
41. Stick-it of May 19, 2004, stuck on News release of April 16, 2003 , titled U.S. Credit Reporting Companies Launch New Identity Fraud Initiative, sent by Trustee Martini to Dr. Cordero instead of the requested list of credit card companies with their addresses, phone numbers, and names of contact persons.....	D:154
42. Dr. Cordero 's letter of May 23 , 2004, to Trustee Martini requesting that she send him the list of credit card companies that she pretended to have sent and that she refer the case to the FBI and relinquish control of it.....	D:158
43. Dr. Cordero 's letter of May 23 , 2004, to Att. Werner requesting, on the basis of Trustee Reiber's letter of March 12, financial documents from the DeLanos	D:159

44. Trustee **Schmitt's** note of **May 24, 2004, to Dr. Cordero** sending him without a formal letter and to speed things along **a list of credit card issuers with their addresses**..... D:160
45. Dr. **Cordero's** letter of **June 8, 2004, to Trustee Reiber** requesting that he **obtain** requested **documents** from the DeLanos, state whether the meeting adjourned to June 21 will be held, and **recuse himself** from the case..... D:161
46. Trustee **Reiber's** **letter** of **June 15, 2004, to Dr. Cordero** stating that he has not received any reply to his demand letter for documents; will not subpoena the DeLanos, and will move for dismissal, but will set a hearing date for August for the event that the DeLanos may produce the requested documents D:162
47. Trustee **Reiber's** **motion** of **June 15, 2004, to dismiss** the DeLanos' Chapter 13 petition "for unreasonable delay" in submitting documents, noticed for July 19, 2004..... D:164
48. Att. **Werner's** letter of **June 14, 2004, to Trustee Reiber** concerning his phone contact with the 8 credit card companies holding claims larger than \$5,000 and accompanying the following documents: D:165
 - a. **Incomplete Equifax** report no. 4117002205 of April 26, 2004, **for David** DeLano, which begins on page 3 of 14 and continues with pages 5, 7, 9, 11, 13 D:167
 - b. **Incomplete Equifax** report no. 4129001647 of May 8, 2004, **for Mary Ann** DeLano, which begins on page 3 of 12 and continues consecutively until page 7 of 12..... D:173
 - c. A **single statement** of account of each of eight credit card accounts out of the 36 monthly statements of each account of the DeLanos covered by the Trustee's request for statements for the previous three years; and dated as of between July and October 2003, rather than the most current statement for May or June 2004 D:178
 - d. **IRS 1040 forms** for the DeLanos' tax returns for each of the 2001-03 fiscal years D:186*
49. Trustee **Reiber's** letter of **June 16, 2004, to Att. Werner** stating that he will **maintain** his motion to dismiss, suggesting that he **move under Rule 2004** FRBkrP to compel the credit card companies to appear and produce the requested documents, and noting that Att. Werner did not **copy Dr. Cordero in** on the correspondence and that in future he must do that but that on this occasion the Trustee will make a copy and send it to Dr. Cordero D:189

50. Att. Werner's letter of June 16, 2004, to Discover Financial Services requesting copies of statements for 2001-2003 of a joint account of the DeLanos	D:191
51. Trustee Reiber's adjournment on June 21, 2004, of the DeLanos' §341 meeting of creditors to August 23, 2004.....	D:192
52. Dr. Cordero's Statement of July 9, 2004, in opposition to Trustee Reiber's motion to dismiss the DeLano petition and containing in the relief the text of a requested order	D:193*
53. Att. Werner's letter of July 12, 2004, to Trustee Reiber concerning his efforts to obtain production of statements of credit card accounts and suggesting that the Trustee issue subpoenas to credit card companies Chase Manhattan and Bank One of Delaware to obtain the credit card statements that they have not produced, and his attempt to leave a message on Discover's subpoena mailbox.....	D:203
54. Debtors' Statement of July 13, 2004, in opposition to Trustee's motion to dismiss , submitted by Att. Werner to the court and stating that they requested that Trustee Reiber issue subpoenas to prompt the credit card companies to produce the requested credit card statements; and accompanied by exhibits:	D:204
a. Mr. DeLano's letter of April 29, 2004, to Bank One Cardmember Services requesting copies of the monthly statements for his account for the period beginning April 2001 through April 2004	D:206
55. Dr. Cordero's letter of July 19, 2004, faxed to Judge Ninfo as agreed at the hearing on July 19 together with his:	D:207*
a. Proposed order for production of documents by the DeLanos and Att. Werner, obtained through conversion of the requested order contained in Dr. Cordero's Statement of July 9, 2004	D:208
56. Att. Werner's letter of July 20, 2004, to Judge Ninfo , delivered via messenger, objecting to Dr. Cordero's proposed order because it "extends beyond the direction of the Court"	D:211
57. Att. Werner's letter of July 20, 2004, to Dr. Cordero accompanying the following documents:	D:212
a. Att. Werner's subpoenas of July 19, 2004, sent by mail or fax to:	
1) Chase Manhattan, c/o eCast Settlement: 4102-0082-4002-1537	D:213
58. Dr. Cordero's letter of July 21, 2004, faxed to Judge Ninfo , requesting that he issue the proposed order as agreed at the hearing on July 19, 2004	D:217*

59. Att. Werner's notice of hearing and order objecting to Dr. Cordero's claim and moving to disallow it, dated July 19, 2004 , but filed on July 22, 2004	D:218*
60. Judge Ninfo's order of July 26, 2004 , providing for the production of only some documents but not issuing Dr. Cordero's proposed order because "to [it] 249, Attorney Werner expressed concerns in a July 20, 2004 letter"	D:220*
61. Att. Werner's letter of July 28, 2004, to Trustee Reiber	D:222
a. Letter of Discover Financial Services of July 23, 2004, to Att. Werner accompanying requested documents	D:223
62. Att. Werner's letter of August 5, 2004, to Trustee Reiber accompanying the submission of credit reports issued by Equifax, Experian, and TransUnion and statements of account of Bank One:.....	D:224
a. Bank One's Letter of July 29, 2004, to Att. Werner accompanying the requested documents	D:225
63. Att. Werner's letter of August 11, 2004, to Trustee Reiber about eCAST Settlement Corporation regarding the Chase Manhattan account statements	D:227
a. Letter of Jon Brennan of Becket & Lee of July 26, 2004, to Att. Werner concerning a letter from the Weinstein, Treiger & Riley law firm concerning two Bank One accounts	D:228
64. Att. Werner's letter of August 13, 2004, to Trustee Reiber to submit statements of account of Bank One	D:229
a. Letter from Jennifer Jones-Kabalo, Operations Supervisor at Weinstein, Treiger & Riley law firm , of August 12, 2004, concerning its request to its client Bank One for statements for two accounts	D:230
65. Dr. Cordero's motion of August 14, 2004, for docketing and issue, removal , referral, examination, and other relief, noticed for August 23 and 25, 2004	D:231*
a. Table of contents	D:231*
b. Dr. Cordero's letter of July 21, 2004, faxed to Judge Ninfo , requesting that he issue the proposed order as agreed at the hearing on July 19, 2004	D:245*
c. Proposed order for Docketing and Issue, Removal, Referral, and Examination	D:246*

d. Statement of Dr. Cordero's telephone account activity showing that he used the fax number that Judge Ninfo gave him at the hearing on July 19, namely, (585)613-4299, to fax to him the proposed document production order, as agreed at that hearing.....	D:248*
66. Dr. Cordero's reply of August 17, 2004 , in opposition to Debtor's objection to his claim and motion to disallow it	D:249*
a. Table of contents	D:249*
67. Dr. Cordero's motion of August 20, 2004 , for sanctions and compensation for violation of FRBkrP Rule 9011(b) concerning Christopher Werner, Esq.	D:258*
68. Att. Werner's "Response to Cordero Reply to Objection to Claim"	D:271*
69. Judge Ninfo's Interlocutory Order of August 30, 2004 , requiring Dr. Cordero to take discovery of his claim against Debtor DeLano , which arises from the Pfuntner v. Gordon et al. case on appeal in the Court of Appeals for the Second Circuit, and stating that on December 15 the date will be set for that evidence to be presented at an evidentiary hearing.....	D:272*
70. Att. Werner's letter of September 1, 2004 , to Trustee Reiber concerning Discover Financial Services statements for Mr. David DeLano's account no. 6011-0020-4000-6645 closing from January 16, 2001 to December 16, 2003	D:280
71. Att. Werner's letter of September 9, 2004 , to Trustee Reiber accompanying statements of accounts from Chase Manhattan Bank	D:281
72. Dr. Cordero's letter of September 22, 2004 , to Trustee Reiber proposing dates to examine the DeLanos under §341 and describing the broad scope of the examination as provided under FRBkrP Rule 2004(b).....	D:283
73. Dr. Cordero's letter of September 27, 2004 , to Arthur Heller, clerk at the U.S. Court of Appeals for the Second Circuit, concerning his motion to quash Judge Ninfo's order of August 30, 2004, which severs a claim from the Premier case on Appeal in that Court to try it in the DeLano case before Judge Ninfo	D:285
74. Att. Werner's letter of September 28, 2004 , to Trustee Reiber informing him that he will not submit dates for the examination of the DeLanos in response to Dr. Cordero's September 22 letter until the Trustee instructs him to do so	D:286
75. Dr. Cordero's letter of September 29, 2004 , to Att. Werner requesting production of documents pursuant to Judge Ninfo's order of August 30, and without prejudice to Dr. Cordero's motion of September 9, to quash it in the Court of Appeals	D:287*

76. Trustee **Reiber's** letter of **October 1, 2004, to Dr. Cordero** stating that he does **not** think that he has **authority** under Judge Ninfo's bench order to **examine the DeLanos** until the matter of the allowability of Dr. Cordero's claim has been resolved D:296
77. Trustee **Reiber's** letter of **October 1, 2004, to Mr. Arthur Heller, clerk** at the **U.S. Court of Appeals** for the Second Circuit, referring Dr. Cordero's letter to him of September 27 and stating that he is **not aware** of any Notice of **Appeal in** that Court concerning the **DeLano** [thus betraying his **failure to understand** that the **appeal** was that of **Premier**] D:297
78. Dr. **Cordero's** letter of **October 12, 2004, to Trustee Reiber** setting out the factual and legal reasons why Judge Ninfo's order does not prevent the Trustee from conducting a §341 examination of the DeLanos..... D:298
79. Trustee **Reiber's** letter of **October 13, 2004, to Dr. Cordero** stating that he only had Judge Ninfo's bench order, not the August 30 written version and that the latter has nothing to do with the appeal of the Premier case to the Court of Appeals..... D:301
80. Dr. **Cordero's** letter of **October 20, 2004, to Trustee Reiber** showing that the Trustee's letter of October 13 belies his own statement therein that he did not have Judge Ninfo's written order of August 30 and once more requesting the §341 examination of the DeLanos D:302
81. Dr. **Cordero's** letter of **October 21, 2004, to Trustee Martini** and to Trustee **Schmitt** requesting each to instruct Trustee Reiber to hold a §341 examination of the DeLanos D:307
82. Trustee **Reiber's** letter of **October 27, 2004, to Dr. Cordero** requesting a copy of the order by which the **Chief Judge** of the Court of Appeals for the Second Circuit, the Hon. John M. **Walker, Jr., recused himself from the Premier** Van Lines case D:308
83. Ms. Christine **Kyle's** letter of **October 27, 2004, stating** that Trustee Schmitt will contact Dr. Cordero, either on November 17 when she comes back to the office or before, concerning her discussion with Trustee Reiber on the request that the Trustee hold the §341 examination of the DeLanos D:309
84. Dr. **Cordero's** letter of **October 27, 2004, to Att. Werner** to make a good faith effort under FRCivP 37(a)(2) to **obtain discovery** from Mr. David DeLano before moving for an order to compel such and for sanctions D:310*
85. Dr. **Cordero's** letter of **October 28, 2004, to Trustee Reiber** providing Trustee Reiber with dates for holding the §341 examination of the DeLanos and accompanying a copy of..... D:311

a. statement of October 13, 2004, of Chief Judge Walker’s recusal from the Premier Van Lines case	D:312
86. Att. Werner’s letter of October 28 , 2004, to Dr. Cordero accompanying Mr. DeLano’s Response to discovery demand of Richard Cordero-Objection to Claim of Richard Cordero, where discovery of every item requested is denied as not relevant and the item concerning Mr. Palmer is said not to be in Mr. DeLano’s possession	D:313*
a. Mr. Werner’s Response to discovery demand of Richard Cordero-Objection to Claim of Richard Cordero”, where discovery of every item requested is denied as not relevant and the item concerning Mr. Palmer is said not to be in Mr. DeLano’s possession	D:314-315*
87. Trustee Reiber’s letter of November 2 , 2004, to Dr. Cordero stating that he has nothing to add to his position concerning Dr. Cordero’s request that the Trustee hold the §341 examination of the DeLanos	D:316
88. Dr. Cordero’s motion of November 4 , 2004, to enforce Judge Ninfo’s Order of August 30, 2004, by ordering Mr. DeLano to produce the requested documents and declaring that the Order does not and cannot prevent Trustee Reiber from holding a §341 examination of the DeLanos	D:317*
89. Att. Werner’s statement of November 9 , 2004, to the court on behalf of the DeLanos “in opposition to Cordero [sic] motion regarding discovery ” and request that it be denied in all respects	D:325*
90. Judge Ninfo’s Order of November 10 , 2004, denying in all respects Dr. Cordero’s motion of November 4 and holding the hearing, noticed for November 17, to be moot	D:327*
91. Dr. Cordero’s letter of November 14 , 2004, to Trustee Martini requesting that she send him the letter that she said she would send him upon his request that she take a stand on whether Trustee Reiber must hold a §341 examination of the DeLanos regardless of Judge Ninfo’s decision as to court proceedings.....	D:330*
92. Trustee Reiber’s letter of November 17 , 2004, to Att. Werner stating that upon Mrs. DeLano retiring, their IRA will become a legitimate source of disposable income	D:331
93. Judge Ninfo’s order of December 21 , 2004, setting down for March 1, 2005, as agreed at the hearing on December 15, 2004, the evidentiary hearing to determine Mr. DeLano’s motion to disallow Dr. Cordero’s claim	D:332*

94. 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 D:333*
96. **Documents** submitted at the examination of the DeLanos on **February 1, 2005**
 - a. Closing memorandum of December 24, 2004, of the **sale by DeLanos' son of the trailer** that he bought with the \$10,000 that they had lent him D:334
 - b. NYS Department of Motor Vehicles Notice of Recorded Lien, 091201, by Summit Acceptance Corporation on a 1998 Chevrolet of David DeLano..... D:335
 - c. Retail Installment Contract and Security Agreement of June 19, 2001, between Auto Solutions and David DeLano for the purchase of a 1998 Chevrolet Blazer D:336
 - d. Proof of Claim entered on March 8, 2004, by Erich M. Ramsey for Capital One Auto Finance D:340
97. Att. **Werner**'s letter 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:..... D:341*
 - a. "4. Church of the Holy Spirit of Penfield New York" 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 D:344
 - c. "#12,802 Abstract of Title to Part Lot 45 Township 13, Range 4, East Side Shoecraft Road, Town of Penfield" D:345*
 - d. "33516 Abstract to Lot #9 Roman Crescent Subdivision" D:347*
 - e. \$95,000 "Mortgage Closing Statement April 23, 1999, 1262 Shoecraft Road, Town of Penfield..... D:351*
 - f. "U.S. Department of Housing and Urban Development Optional for Transactions without Sellers" D:353*
98. 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** D:355*
 - a. Table of contents D:356*

b. Dr. Cordero's motion of August 8, 2003, for Judge Ninfo to remove the <i>Pfuntner</i> and recuse himself	D:387*
c. Dr. Cordero's motion of November 3, 2003, to 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.....	D:425*
i) Table of contents.....	D:427*
d. Dr. Cordero's motion of September 9, 2004, to quash in the Court of Appeals for the Second Circuit the order of Bankruptcy Judge John C. Ninfo, II, of August 30, 2004, to sever a claim from the case on appeal in the Court of Appeals to try it in the DeLano bankruptcy case, docket no. 04-20280	D:440*
i) Table of contents.....	D:443*
99. 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	D:461*
100. Letter of Karl S. Essler , attorney for David Dworkin and Jefferson Henrietta Associates, of February 22, 2005, to Judge Ninfo , stating Mr. Essler's belief that the Judge has done nothing that warrants granting Dr. Cordero's motion for his recusal	D:468
101. 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	D:469
102. Dr. Cordero's letter of March 1, 2005, to Trustee Schmitt serving on her a copy of his letter to Trustee Reiber of February 22 and pointing out the need to grant the requests made to and denied by Trustee Reiber and requesting that she take a position on the letter and the requests and inform Dr. Cordero thereof in writing	D:470
103. Dr. Cordero's letter of March 10, 2005, to Assistant U.S. Trustee Schmitt accompanying the required blank tapes to have an official copy of the recording of the §341 examination of the DeLanos at Trustee Reiber's office on February 1, 2005 , and requesting an answer to the letter of March 1, 2005.....	D:471

104. 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 mortgages** of the DeLanos..... D:472
105. 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 D:473*
106. Dr. **Cordero's** letter of **March 21, 2005, to** Trustee **Schmitt** stating that in response to his request for an official copy of the tapes of the §341 examination of the DeLanos on February 1, 2005, **she sent** a copy of a **recording** of a meeting of creditors on March 8, 2004 that has **nothing to do with the DeLanos** except that it occurred on the same day when Trustee Reiber's attorney, James Weidman, Esq., prevented Dr. Cordero from examining the DeLanos, and **requesting** that she send a copy of the **recording** on **February 1, 2005**, and of the meeting of the DeLanos conducted by Att. Weidman on **March 8, 2004**..... D:474
107. Letter of Ms. Jill **Wood, Assistant to** Trustee **Schmitt**, of March 23, 2005, **apologizing** for having sent a copy of a **recording** made on **March 8, 2004** -which had nothing to do with the DeLanos except the date of the meeting of creditors- and **accompanying** a copy of a **recording** labeled as that of the §341 examination of the DeLanos on **February 1, 2005** D:476
108. 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" D:477*
- a. **Printouts** of screenshots of February 25, 2005, electronic records **indexing** of the Monroe **County Clerk's** office D:478*
109. Dr. **Cordero's** letter of **March 29, 2005, to** Trustee **Reiber** commenting on the **uselessness** of the printed **screenshots from the website** of the County Clerk's Office that Att. **Werner produced** in response to the Trustee's request for information about a mortgage of the DeLanos; asking **whether** his 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 D:492*
110. Assistant **Wood's** letter of **April 6, 2005, to** Dr. **Cordero** accompanying a copy of "the 341 hearing tapes for March 8, 2004", stating where the DeLano hearing begins, and of a meeting of creditors on March 8, 2004, and

acknowledging that she made the mistake of telling me that the recording included the introduction..... D:495

111. **Docket** of *In re DeLano*, no. 04-20280, WBNY, as of **April 13**, 2005..... D:496

2. TRANSCRIPT OF THE EVIDENTIARY HEARING IN BKR CT.....Tr:1-190

112. **Transcript** of the Evidentiary Hearing held on March 1, 2005, before Bankruptcy Judge Ninfo of the DeLanos' motion to disallow Dr. Cordero's claim, prepared by Bankruptcy Court Reporter Mary Dianetti..... Tr:i-190

3. ADDENDUM TO DESIGNATED ITEMS WITH BRIEF IN DIS CT.....Add:509-1170

113. Judge **Ninfo's statements** on pages 3 and 4 (D:5-6) of his decision on appeal of April 4, 2005, **portraying** Dr. **Cordero** as a **liar** and a **perjurer** concerning his status and work as a lawyer.....Add:509

114. Letters, briefs, motions, applications, and statements in which Dr. **Cordero** gave **notice** since 2002 that **he is a lawyer to Judge Ninfo and the parties** and in turn the parties acknowledged that fact to the Judge, which casts doubt on the truthfulness of the Judge's allegation that "neither the Court nor any of the courtroom staff recalls such an admission" or on his competency in reading those documents at all or with the minimal degree of due care required of a lawyer, let alone a judge.....Add:510

115. Dr. **Cordero's letter of September 27, 2002**, to Judge **Ninfo** identifying himself as a **lawyer**.....Add:513

116. Judge **Ninfo's letter of October 8, 2002 acknowledging receipt** of Dr. Cordero's letter of September 27, 2002Add:514

117. Report for Judge **Ninfo's search** of February 23, 2005, for Richard **Cordero in the New York State Attorney Directory**Add:515

118. Report for Judge **Ninfo's WestLaw Search of February 28, 2005**, of "Richard & Cordero"Add:516

119. **Letter of April 26, 2005**, of Mr. Samuel H. Younger, Chief Management Analyst, Attorney Registration Unit, **New York State Unified Court System, Office of Court Administration**, to Dr. **Cordero** indicating that there is **only one Richard Cordero** registered with the Office and listing the dates of registration, which indicate that he **retired since 1993**Add:518

120. Docket of the Chapter 11 **bankruptcy** case of **Heller, Jacobs & Kamlet**, no. 04-13127, SDNY, filed on May 7, 2004, as of May 16, 2005Add:520

121. Affirmation of Leonard G. Kamlet , Esq., of April 14 , 2005, stating that a Richard Cordero worked at his former law firm of Heller, Jacobs & Kamlet in a paralegal capacity, was not a lawyer, and was not the Richard Cordero, Esq. , to whom he handed the affirmation	Add:526
122. Affirmation of Anthony M. Heller , Esq., of April 21 , 2005, stating that his former law firm of Heller, Jacobs & Kamlet employed a paralegal named Richard Cordero, who was never an attorney, but never employed Dr. Richard Cordero or anyone else named Richard Cordero who was an attorney, and that his firm went out of business at the end of 2003	Add:529
123. Docket of <i>Pfuntner v. Gordon et al.</i> , no. 02-2230, WBNY	Add:531
124. Extracts from the American Bar Association Model Code of Professional Responsibility	Add:551
125. Extract from the New York Code of Professional Responsibility : Canons and Disciplinary Rules	Add:552
126. Letter of May 3 , 2005, of Linda C. Smith, Senior Account Representative at Martindale-Hubbell , to Dr. Cordero acknowledging that through an internal error his record was associated to that of the law firm of Heller, Jacobs & Kamlet	Add:553
127. FindLaw Manager Brian Doyle’s letter of May 4 , 2005, to Dr. Cordero stating that they could not identify any precise event or request that associated him to the law firm of Heller, Jacobs & Kamlet.....	Add:554
a. FindLaw’s corrected listing as of April 26 , 2005, concerning Richard Cordero	Add:555
128. Dr. Cordero’s petition of January 20, 2005 , to the Supreme Court of the United States for a Writ of Certiorari to the Court of Appeals for the Second Circuit, docket no. 04-8371	Add:557
Questions Presented	Add:557
Index of Appendices	Add:558
Table of Authorities Cited.....	Add:584
Table of Headings of the Petition for Certiorari	Add:588
I. Opinions Below	Add:590
II. Jurisdiction	Add:590
III. Constitutional and Statutory Provisions Involved.....	Add:591
IV. Statement of The Case	Add:592
V. Reasons for Granting The Writ	Add:604

VI. Conclusion.....	Add:629
129. 18 U.S.C. §3057(a) on the duty to report to the U.S. Attorney grounds for believing that bankruptcy fraud has been committed or that an investigation in connection therewith is needed	Add:630*
130. 28 U.S.C. §158 Appeals (As amended April 20, 2005, P.L. 109-8, Title XII, § 1233(a), 119 Stat. 202), which provides for the judges in a circuit to choose whether appeals from bankruptcy judges go before one district judge of the same district or a panel of three judges from a different district, whereby the nature and objectivity of the review varies so considerably throughout the country as to deny equal protection under law	Add:630*
131. U.S. District Court, WDNY, Local Rules of Civil Procedure Rule 5.1(h) on pleading a RICO count, which requires so many factual details before any discovery has been conducted as to render such pleading impossible in practice.....	Add:633*
132. Judge Ninfo's citations to authority in his decision on appeal of April 4, 2005	Add:637
a. 9C Am Jur 2d Bankruptcy.....	Add:638
b. Norton Bankruptcy Law and Practice 2d	Add:643
c. 9 Collier on Bankruptcy § 3001.09, 15th Edition Revised.....	Add:649
d. In re Youroveta Home & Foreign Trade Co., 297 F. 723 (1924).....	Add:651
e. In re Burrows, 156 F.2d 640 (2nd Cir. 1946)	Add:654
133. Dr. Cordero's Designation of April 18 , 2005, of Items in the Record and Statement of Issues on Appeal.....	D:1-499
134. Dr. Cordero's letter of April 18 , 2005, to Bankruptcy Court Reporter Mary Dianetti requesting that she state "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" of her own recording of the evidentiary hearing in <i>DeLano</i> on March 1, 2005, and indicate the cost of the transcript	Add:681
135. Dr. Cordero's letter of April 19 , 2005, to Trustee Martini requesting that she remove Trustee Reiber and let Dr. Cordero know what she intends to do	Add:682
136. 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.....	Add:683

137. 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 DeLanosAdd:685
138. **Cover** letter of **Bankruptcy** Case Administrator Karen S. Tacy of **April 22, 2005, to** Dr. **Cordero** accompanying her **transmittal forms** to the **District Court** and informing him that the District Court Civil Case Number for the appeal is 05cv6190LAdd:686
- a. **Transmittal** form of **April 21, 2005, addressed to district clerk,** marking as transmitted to the District Court Dr. Cordero's **Notice of Appeal and** the Statement of **Issues and Designated Items of Appellant;** and as missing documents the Statement of Issues and/or Designated items of AppelleeAdd:687
139. **Bankruptcy Court's** electronic **filing** on **April 22, 2005, of** the title cover of Dr. **Cordero's Designation of Items** in the Record and Statement of Issues on Appeal of **April 18, 2005, and notice** that because it is **voluminous** it is available in **paper format only** and is available for review at the clerk's office Add:690*
- a. Notice of the court stating that the attachment to the document is voluminous and available only in paper form to be viewed in the clerk's office during regular business hours Add:691*
140. Judge **Larimer's order** of **April 22, 2005, to** Dr. **Cordero** informing him that an appeal was docketed on that date and that he is **scheduled** "to file and serve his brief within twenty (20) days after entry of this order on the docket", and that "It shall be the responsibility of appellant to notify Judge Larimer, in writing, **when the record is complete** and all briefs have been filed, that the case is ready for oral argument...or submission", whereby the Judge recognized implicitly that the record was not yet complete Add:692*
141. **Bankruptcy Court's** electronic **filing** on **April 22, 2005, of** Judge Ninfo's scheduling order of the same dateAdd:694
142. Dr. **Cordero's Objection** of **May 2, 2005, to** Judge Larimer's **scheduling order,** because "contact with the court reporter for preparation of the transcript had only been initiated so that the **transcript** has **not been even started,** let alone delivered for the appellant to take into consideration when writing his brief on appeal", whereby the **transmittal** of the **record** from the bankruptcy to the district court was **premature;** and his request for the urgent **rescission** of the order and for the Judge to inform him of his decision promptly by fax on this occasion.....Add:695
143. Letter of **May 2, 2005, by** Devin L. **Palmer** on behalf of the DeLanos **to Bankruptcy Case Administrator** Tacy stating that **Appellant's designated documents** included the necessary items; that "However, Appellant failed to include the four exhibits attached to Judge Ninfo's April 4 Decision

and Order of Judgment Ninfo [sic]. Those exhibits, clearly part of the record as an attachment to the decision appealed by Mr. Cordero are enclosed hereto (and that they are enclosed and attached under Document No. 90 of the online Docket)”; [the **documents sent** to and received by Dr. Cordero are the following]Add:711

a. James Pfuntner’s Interpleader Complaint filed on September 27, 2002, to “Determine Rights in Property of the Debtor and in Property in the Debtor’s Possession, to Grant Plaintiff and Compel the Trustee to pay Administrative Expenses or Otherwise Determine the Liability of Those Found to Hold an Interest in the Debtor’s Property or Property in Possession of the Debtor for the Use and Occupancy of the Plaintiff’s Real Property, and to Vacate the Automatic Stay of Actions”Add:712

b. Judge Ninfo’s Order of July 15, 2003, providing for a series of “discrete” “discreet” hearings from October 16, 2003, in Pfuntner.....Add:719

c. Judge Ninfo’s Order of October 16, 2003, Disposing of Causes of Action in Pfuntner.....Add:725

d. Judge Ninfo’s Decision and Order of October 16, 2003, Denying Recusal and Removal Motions and Objection of Richard Cordero to Proceeding with any Hearings and a Trial on October 16, 2003, in PfuntnerAdd:729

e. Judge Ninfo’s “Cordero Oral Decision” of October 16, 2003, in PfuntnerAdd:731

f. Judge Ninfo’s Decision & Order of October 23, 2003, Finding a Waiver of a Trial by Jury, in Pfuntner.....Add:741

g. Judge Ninfo’s Scheduling Order of October 23, 2003, in Connection with the Remaining Claims of the Plaintiff, James Pfuntner, and the Cross-Claims, Counterclaims and Third-Party Claims of the Third-Party Plaintiff, Richard Cordero, in PfuntnerAdd:749

144. Dr. **Cordero’s** answer and **counterclaim** of November 1, 2002, in *Pfuntner*.....Add:770

a. Plaintiff **Pfuntner’s** **Summons** of **October 3, 2002**, in an Adversary Proceeding, no. 02-2230, to Dr. **Cordero**.....Add:777

b. Letter of Michael Beyma, Esq., attorney for M&T Bank, of August 15, 2002, to Dr. Cordero.....Add:778

c. **Dr. Cordero’s** **letter** of August 26, 2002, to **Att. MacKnight**Add:780

d. **Trustee Gordon’s** **letter** of September 23, 2002, to **Dr. Cordero**.....Add:781

e. **Dr. Cordero’s** **letter** of October 7, 2002, to **Att. MacKnight**Add:782

f. **Dr. Cordero’s** **letter** of October 17, 2002, to **Plaintiff Pfuntner**Add:783

145. Att. **Beyma’s** letter of **August 1, 2002**, to Dr. **Cordero**Add:784

146. Dr. **Cordero's third-party complaints** and cross-claims of November 21, 2002, in *Pfuntner*Add:785
- a. Letter of David Dworkin, owner/manager of Jefferson Henrietta Associates, of March 1, 2002, to Dr. CorderoAdd:805[816-30]
 - b. Bill for storage and insurance from Jefferson Henrietta Associates of March 7, 2002, to Dr. Cordero.....Add:806
 - c. Manager Dworkin's letter of April 25, 2002, to Dr. CorderoAdd:807
 - d. Trustee Gordon's letter of April 16, 2002, to Manager DworkinAdd:808
 - e. Trustee Gordon's letter of June 10, 2002, to Dr. CorderoAdd:809
 - f. Att. Stilwell's letter of May 30, 2002, to Dr. CorderoAdd:810
 - g. Letter of Michael Beyma, Esq., attorney for M&T Bank, of August 28, 2002, to Dr. Cordero.....Add:811
 - h. Att. MacKnight's letter of September 19, 2002,to Dr. Cordero.....Add:812
 - i. Trustee Gordon's letter of September 23, 2002, to Dr. CorderoAdd:813
 - j. Trustee Gordon's letter of October 1, 2002, to Judge Ninfo.....Add:814
147. Trustee **Schmitt's** letter of **October 8, 2002, to Dr. Cordero**Add:816
148. Judge **Larimer's** order of **May 3, 2005, rescheduling** Dr. Cordero's **appellant's brief** for June 13 **without** making any **reference to**, much less discussing, any of Dr. Cordero's legal and practical arguments for not scheduling the brief until after the filing of the **transcript**, whose preparation was **not yet even in sight**Add:831
149. **Bankruptcy Case Administrator** Tacy's **transmittal** form of **May 3, 2005, to** District Clerk Early, marking "Perfected Record consisting of: Letter and supporting documents filed by Appellee" and "Other: Please note that the Appellee paper filed a copy of Appellant's Designation of Items" (despite the fact that item no. 112 of Dr. Cordero's Designation and his April 18 letter to the Reporter gave notice that he wanted and had requested the transcript, which had **not** yet been **filed** so that the **record** could **not** have been **perfected** under FRBkrP 8007(b)).....Add:832
150. Reporter **Dianetti's** letter of **May 3, 2005, to Dr. Cordero** stating that the **transcript** will cost between **\$600 and \$650** and "Please understand that this is an estimate only", and that "The information you requested regarding how many packs of [stenographic] paper and the number of folds was given to you after the hearing"Add:834
151. Dr. **Cordero's** letter of **May 10, 2005, to Court Reporter Dianetti** asking by how much more her estimate of the **transcript** cost between **\$600 and \$650** can fluctuate and that such fluctuation "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”Add:835

152. Dr. **Cordero’s motion of May 16, 2005, for the District Court to comply** with FRBkrP 8007 in the scheduling of his appellate brief **and** “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”Add:836
153. Judge **Larimer’s rescheduling order of May 17, 2005**, pretending that “Appellant requested additional time within which to file and serve his brief”, and without referring to or discussing Dr. Cordero’s argument for the Judge’s compliance with the rules, requiring that “Appellant shall file and serve his brief within twenty (20) days of the date that the transcript of the bankruptcy court is filed with the Clerk of the Bankruptcy Court”Add:839
154. Court Reported **Dianetti’s letter of May 19, 2005, to Dr. Cordero** stating that “I am unable to state by how much my estimate can fluctuate, if it fluctuates at all, unless I prepares the entire transcript” and that as to the **number of stenographic packs and folds** “I trust you already have that information”Add:840
155. Dr. **Cordero’s letter of May 26, 2005, to Court Reporter Dianetti** that her calling her price range ‘an estimate’ defeats the purpose of stating an upper limit and requesting that she state the **maximum cost of the transcript** and “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”Add:842
156. Court Reporter **Dianetti’s letter of June 13, 2005**, stating that the maximum cost of the **transcript is \$650** and “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”Add:843
157. Dr. **Cordero’s notice of June 20, 2005, to the District Court of his efforts to obtain the transcript**.....Add:845
158. Dr. **Cordero’s motion of June 20, 2005 for a stay in Pfuntner and a joinder** of its parties to the **DeLano** appeal together:Add:851
 - a. Dr. **Cordero’s statement of June 18, 2005, to the Pfuntner parties** on Judge **Ninfo’s linkage of Pfuntner and DeLano** in the Judge’s April 4 decision on appeal, where the Judge traced the origin of *DeLano* through **documents filed in Pfuntner**, which he **attached to his decision** and which the DeLanos’ attorney not only **included** in their Designation of Additional Items on the Record but even added other *Pfuntner* documents to them, whereby they all demonstrated that they viewed the **two cases inextricably linked** (Cf. ¶142 above).....Add:853

159. Dr. **Cordero's** letter of **June 25, 2005, to Reporter Dianetti** 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, which she necessarily had to do to calculate her cost estimate, **and** that she agree to **certify** that her **transcript** will be **complete, accurate, and free of tampering influence**Add:867
160. Court Reporter **Dianetti's** letter of **July 1, 2005, to Dr. Cordero** requiring that he **prepay \$650** for the transcript and stating that "The balance of your letter of June 25, 2005 is rejected"Add:869
161. Application of **July 7, 2005, by Christopher Werner, Esq., attorney for the DeLanos, for \$16,654 in legal fees** for services rendered to the DeLanos Add:871*
- a. Att. **Werner's** itemized **invoice** of **June 23, 2005, for legal services** rendered to the DeLanos, 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" and ending with that on June 23, 2005 "(Estimated) Cordero appeal" Add:872*
162. Dr. **Cordero's motion** of **July 13, 2005, to stay** in Bankruptcy Court the hearing for **confirmation** of the DeLanos' debt repayment plan and the confirmation order, **withdraw** the case pending appeal, **remove** Trustee Reiber, and the District Court to take **notice of** Dr. Cordero's addition of issues to the **appeal**Add:881
- a. Dr. Cordero's affidavit of July 11, 2005, in support of his motion to stay confirmation hearing and order, withdraw case pending appeal, remove trustee, and give notice of addition to appealAdd:886
- b. Dr. Cordero's proposed order submitted to Judge Larimer with his motion of July 13, 2005, to stay, remove trustee, etc.Add:907
163. Dr. **Cordero's motion** of **July 18, 2005, to have Bankruptcy Court Reporter Mary Dianetti referred to the Judicial Conference** for investigation of her refusal to certify the reliability of her transcript.....Add:911
- a. Dr. **Cordero's proposed order** submitted to Judge **Larimer** with his motion of July 18, 2005, to **refer Reporter Dianetti to the Judicial Conference**.....Add:932
164. Att. **Werner's** ingratiating letter of **July 19, 2005, to Judge Larimer** accompanying:Add:935
- a. Att. **Werner's "Statement in opposition to Cordero motion [sic] to stay confirmation and other relief", because "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" (a conclusory assertion unsupported by any legal discussion, and revealing Att. Werner's failure to recognize Dr. Cordero's status as a party in interest, not to mention as appellant)Add:936

165. Trustee **Reiber's undated "Findings of Fact and Summary of 341 Hearing"** Add:937*
 - a. **Undated and unsigned** sheet titled **"I/We filed Chapter 13** for one or more of the following reasons" Add:939*
166. Judge **Ninfo's order 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** Add:940*
167. Judge **Ninfo's order of August 9, 2005, confirming the DeLanos' Chapter 13 debt repayment plan** after considering their testimony and "the Trustee's Report" of Trustee Reiber (cf. ¶165 above) and **allowing** payment of legal fees in the amount of **\$18,005 to Att. Werner** by the DeLanos (who stated in Schedule B of their January 2004 bankruptcy petition that they had \$535 in cash and account)..... Add:941*
168. Trustee **Reiber's Acknowledgment of August 19, 2005, of Claim and Notice of the Manner of the Proposed Treatment of Dr. Cordero's Claim**, stating that its amount is zero and its classification is **"ignore"**, and remarking that the claim is **disallowed** Add:944*
169. Dr. **Cordero's notice of motion and motion of August 23, 2005, to compel the production of documents and take other actions** necessary for the exercise of the Court's supervision over the Bankruptcy Court and of Appellant's right of appeal, and for the proper determination of this appeal, returnable on September 12..... Add:951*
 - a. Table of contents Add:953*
 - b. Propose **document** production order Add:977*
170. Letter of David D. **MacKnight, Esq.**, attorney for James Pfuntner, of **September 2, 2005, to Judge Larimer entering a limited response** to Dr. **Cordero's** motion of August 23 to compel production of documents, and asking that such **motion be denied** insofar as it concerns Mr. Pfuntner and that the **name Pfuntner be stricken** from any order issued in connection with that motion.....Add:985
171. Att. **Werner's response of September 7, 2005, on behalf of the DeLanos, addressed to Judge Larimer to oppose Dr. Cordero's motion** by stating that "it does not appear that Cordero has fully perfected the appeal to date; Judge Ninfo has already determined that Cordero has no claim in this proceeding and is not a

creditor...[so] there is no basis for the current Motion herein by Cordero; [and] all other aspects of the Cordero Motion...have no merit nor any procedural basis herein”Add:988

172. Judge **Larimer’s** decision and **order** of **September 13, 2005**, stating that Dr. Cordero’s motion “to refer a bankruptcy court reporter to the Judicial Conference for an “investigation” is denied in all respects” because “The prolix submissions might lead one to believe that this is a significant problem. It is not. It is a tempest in a teapot” and with nothing more, let alone a legal argument, ordering that “The matter must be resolved as follows”, where he **required** Dr. **Cordero** to **request** in writing Reporter Dianetti to prepare the **transcript**, which he “has no right to “condition” his request in any manner”, and **prepay** her fee of \$650Add:991
173. Dr. **Cordero’s** motion of **September 20, 2005**, for **reconsideration** of Judge Larimer’s decision and order **concerning Reporter** Mary Dianetti and the **transcript** necessary to the appealAdd:993
174. Judge **Larimer’s** decision and **order** of **October 14, 2005**, stating that “The motion for reconsideration is in all respects denied”, with not a single argument indicating that the Judge had even read it or noticed that it was returnable on November 18, and then **directing** Dr. Cordero to **request** the **transcript within 14 days** and pay the \$650 fee lest he be found to have failed to perfect his appeal and have it dismissedAdd:1019
175. Judge **Larimer’s** decision and **order** of **October 17, 2005**, “den[y]ing] in their entirety” Dr. **Cordero’s** three pending **motions** [¶¶158, 162, 169, 173, above] but referring to not even one of his legal arguments, just to show that the Judge had bothered to read the motions before expediently getting them out of the way with the **conclusory fiats** that “there is no basis in law to support such relief”, “these motions are wholly without merit”, and “it completely lacks merit” Add:1021*
176. **Letter** of Bankruptcy Clerk Paul R. Warren of **October 20, 2005**, to Judge **Larimer** to **inform** him of Dr. **Cordero’s letter** to Contracting Officer Frieday and qualifying it as “an effort to both avoid your Order and to intimidate the Bankruptcy Court’s clerical staff”Add:1024
 - a. Dr. **Cordero’s letter** of **October 18, 2005**, to **Contracting Officer** Melissa Frieday, stating in the first sentence that he had been **referred** to Officer Frieday **by** the **Chair** of the **Executive Committee** of the **Judicial Conference**, Chief Judge Carolyn Dineen King, CA5; and **requesting** that she **replace Reporter** Dianetti in preparing the transcript, investigate her refusal to certify its reliability, and refer the matter to U.S. Attorney General Alberto Gonzales.....Add:1025
177. Dr. **Cordero’s** letter of **October 24, 2005**, to Reporter **Dianetti** requesting that she prepare the **transcript** of the March 1 evidentiary hearing in

Bankruptcy Court, enclosing with it a certified **check** for **\$650**, and stating that the request was being made **under the compulsion** of Judge Larimer's order and with **reservation** of all **his rights**Add:1027

178. Dr. **Cordero's notice** of **October 25**, 2005, to Judge **Larimer** that he complied with his order by **requesting** Reporter Dianetti to produce the **transcript** and providing payment, **but** did so **under compulsion** of his October 14 order and under reservation of his right to challenge the order and the request on appeal.....Add:1031
179. Dr. **Cordero's cover letter** of **October 25**, 2005, to the **Bankruptcy Court** **accompanying** his **notice** of the same date to the District Court of having **complied** with the order of Judge Larimer that directed him to request the transcript **and stating** that such notice was **his response** to Bankruptcy Clerk of Court **Warren's** letter to Judge Larimer of October 20Add:1037
180. Dr. **Cordero's notice** of **motion** and motion of **November 5**, 2005, under 11 U.S.C. §330(a) for Judge Ninfo to **revoke** his **order** of August 9, 2005, **confirming** the DeLanos' debt repayment **plan**, because it was procured by fraudAdd:1038
181. Dr. **Cordero's notice** of **November 9**, 2005, to the District Court of his **motion** filed in **Bankruptcy** Court for Judge Ninfo to **revoke** for fraud the **confirmation** of Debtor DeLanos' plan; **and** of his **intent** that the attached **copy** be **filed** in the District Court's **appeal docket** of *Cordero v. DeLano*Add:1064
182. Judge **Ninfo's letter** of **November 10**, 2005, to Dr. **Cordero** **denying**, without stating any reason whatsoever, his request to **appear by phone** at the **hearing** of his motion returnable on November 16, **to revoke** the confirmation of the DeLanos' plan due to its procurement by fraud, and **requesting** that he **renotice** his motion to **state** the missing **time of day** when the motion would be heardAdd:1065
183. Dr. **Cordero's request** of **November 11**, 2005, for a **statement of reasons** for Judge **Ninfo** to **deny** his request to **appear by phone** at the hearing in Rochester set for November 16, despite the fact that Dr. Cordero, who lives in New York City, has so appeared before Judge Ninfo in 12 previous occasions, that such hearings on average last 15 minutes, which does not justify the trip's substantial cost in time and money, and that other parties are still allowed to appear by phone, so that the denial appears **arbitrary and discriminatory**Add:1066
184. Dr. **Cordero's letter** of **November 11**, 2005, to the **parties** **advising** them that the time of the **hearing** on November 16 is 11:00a.m. and that they should **contact** the **Court** or consult its electronic calendar in **PACER**

- (CM/ECF) before attending the hearing **given** Judge Ninfo's **denial** of Dr. Cordero's request to **appear by phone**.....Add:1068
185. Att. **Werner's response** of **November 11**, 2005, "**to Cordero** motion [sic] to revoke confirmation", that "Dr. Cordero was previously **found** to have **no standing** for **lack** of any proper interest or **claim against the Debtors**" and "his **motion** is wholly **without merit** and...is without merit and should be denied" (without Att. Werner discussing any of Dr. Cordero's legal arguments or element of his statement of facts)Add:1069
186. Dr. **Cordero's notice** of **November 12**, 2005, **to the District Court** of his filing a **request in Bankruptcy Court** for a statement of **reasons** for Judge **Ninfo** having **denied** his request to **appear by phone** at the hearing on November 16 of his **motion to revoke** for fraud the **confirmation of Debtors' debt repayment plan**Add:1070
187. Dr. **Cordero's motion** of **November 15**, 2005, for the **District Court** to **comply** with the FRBkrP for **docketing** the transcript, **entering** the appeal, and **scheduling** the appellate briefAdd:1081
- a. Dr. **Cordero's proposed order** submitted to Judge Larimer in connection with his motion of November 15, 2005, for the **District Court** to **docket** the transcript, **enter** the appeal, and **schedule** the appellate briefAdd:1090
188. Judge **Larimer's order** of **November 21**, 2005, as if "Appellant **requests** an **extension** of time to file his brief", [**rather than** requests the District **Court** to **comply with** the FRBkrP on docketing, entering, and sche-duling], and extending such time; confirming that "briefs are deemed filed the day of mailing", and stating that "the remainder of the motion is denied" because "the appeal was docketed in April 2005 and all parties were notified...[and] it **now** appears that the **record** on appeal is **complete**"Add:1092
189. Judge **Ninfo's order** of **November 22**, 2005 **denying** Dr. **Cordero's motion** to **revoke** due to fraud the confirmation of the **DeLanos' debt repayment plan** because Dr. Cordero has **no standing** in the case, is not a party in interest, and thereby cannot file the adversary proceeding necessary to seek revocationAdd:1094
190. Dr. **Cordero's notice** of motion and **motion** of **December 6**, 2005, **in Bankruptcy Court** to **quash** the order **denying** the motion to **revoke** due to fraud the order of confirmation of the DeLanos' plan, **revoke** the **confirmation**, and **remand** the case.....Add:1095
191. Dr. **Cordero's motion** of **December 7**, 2005, **in District Court** to **withdraw cases** [*DeLano* and *Pfuntner*] from Bankruptcy Court and **declare** both the **order denying** his motion to **revoke** due to fraud the order of confirmation of the DeLanos' plan; **and** the order **confirming** such plan **null** and void pending appealAdd:1097

192. Judge Ninfo's order of December 9, 2005, peremptorily dispatching with an **"in all respects denied" one-liner** Dr. Cordero's December 6 motion, issued on the day of the **motion's** arrival and skipping any discussion of its detailed factual considerations and legal analysis of the Judge's **November 22 order sought to be quashed** for denying confirmation revocationAdd:1125
193. Dr. Cordero's notice of December 16, 2005, to the **District** Court of his filing in **Bankruptcy** Court of his **December 6 motion to quash** the order denying revocation of plan confirmation, to **revoke** such **confirmation**, and to **remand** the case, and pointing out how Judge Ninfo peremptorily dispatched the 25-page motion on the day of its arrival with his **"in all respects denied" one-liner** without any discussion of its detailed contentsAdd:1126
 - a. Dr. Cordero's motion of December 6, 2005, in **Bankruptcy** Court to **quash** Judge Ninfo's November 22 order **denying revocation** due to fraud of the DeLano Debtors' debt repayment plan confirmation, to **revoke** such confirmation; **and** to **remand** DeLano to the District Court pending its appealAdd:1127
194. Judge Larimer's order of December 19, 2005, stating that "Appellant's motion is denied in all respects" concerning Dr. Cordero's December 7 motion to withdraw *DeLano* and *Pfuntner* from Bankruptcy Court and nullify Judge Ninfo's decisionsAdd:1155

4. POST-ADDENDUM WITH REPLY IN DISTRICT COURT Pst:1171-1500

195. Local Rules 25 and 32(a)(1) of October 24, 2005, of the **Court of Appeals** for the Second Circuit **requiring** the submission in counseled cases of a **copy** of a brief in digital format as a **PDF file** Pst:1171
196. Trustee Reiber's list of December 7, 2005, of **allowed claims**, indicating a **debt forgiven** percentage of **87.39%** (as opposed to 78% provided for in the Plan (D:59) and the Notice of meeting of creditors (D:23)) and allowing Att. Werner a claim of \$9,948 (cf. Att. Werner's fees of \$18,005 approved by Judge Ninfo in August 9, 2005; Add:872, 938, 942; although the DeLanos claimed in their petition to have in hand and on account only \$535 (D:27/Sch:B)) Pst:1174*
197. Dr. Cordero's notice of December 16, 2005, of **filing** a **motion** in **Bankruptcy** Court to **quash** the order **denying** the motion to **revoke** due to fraud the order confirming the DeLanos' Plan, revoke the confirmation, and remand the case Pst:1176
198. Docket of *Cordero v. DeLano*, no. 05cv6190L, WDNY Pst:1181

199. Letter from John **Folwell**, clerk at the District Court, of **January 3, 2006, to Dr. Cordero, returning his CD** with the Appellant’s Brief, the Designation of Items, and the Addendum in PDF files because “local court rules prohibit the Clerk’s office from accepting electronic filings...from pro se parties” Pst:1213
200. Judge **Larimer’s order of January 6, 2006, denying Dr. Cordero’s request** –made by phone to Clerks John Folwell and Jean Marie McCarthy– “that the Addendum in Support of Appellant’s Brief (Dkt. #31) be **filed electronically...**” because it “exceeds 1,300 pages. Scanning this lengthy document into the system would be very time consuming and unnecessary”, but without mentioning that the Appellant’s **Brief, the Designation of Items, and the Addendum** were provided by Dr. Cordero **on a CD in PDF files** so that there was no need to do any scanning Pst:1214
201. Dr. Cordero’s brief of December 21, 2005, in the appeal to the U.S. District Court, WDNY, from Judge Ninfo’s decision in *DeLano*..... Pst:1229*
 - a. Table of Contents Pst:1231*
 - b. Table of Headings of the Argument..... Pst:1255*
 - c. Issues presented for review Pst:1257*
 - d. Statement of facts Pst:1259*
 - e. Proposed order for document production Pst:1307*
202. The DeLanos’ **answer of January 20, 2006**, by Devin Lawton Palmer, Esq. Pst:1361
203. Dr. **Cordero’s motion of January 23, 2006, for an extension of time** for him to mail and file his **reply** to February 10, 2006, **endorsed** by Judge **Larimer’s** grant of it Pst:1379
204. Dr. **Cordero’s reply of February 8, 2006, to the DeLanos’ answer** by Attorney Palmer..... Pst:1381
 - a. Dr. **Cordero’s letter of February 10, 2006, to District Judge Larimer** stating that all the **record is complete**, all the briefs have been filed, and the case is ready for submission..... Pst:1382
 - b. Table of Contents Pst:1383
 - c. Table of Authorities Pst:1384
 - d. Table of Headings in the Body of the Reply Pst:1393
 - e. Body of the Reply Pst:1395
 - f. Table of Mortgages referred to in the incomplete documents produced by the DeLanos to Trustee Reiber Pst:1397
 - g. Table of Post-Addendum Items in the Record Pst:1422

[1424-1500 reserved]

5. SPECIAL APPENDIX WITH THE PRINCIPAL BRIEF IN CA2 SApp:1501-1699d

205. **Decision** of the District Court, Judge David G. **Larimer** presiding, of **October 21**, 2006, disposing of the appeal in *Cordero v. DeLano*, 05cv6190, WDNY, affirming in all respects the decision of the Bankruptcy Court, Judge John C. Ninfo, II, presiding, in *In re DeLano*, 04-20280, WBNY, of April 4, 2005..... SApp:1501*
206. Appellant Dr. Richard **Cordero's** motion of **September 11**, 2006, to the District Court requesting an **extension of time** to file the notice of appeal to the Court of Appeal for the Second Circuit (CA2) SApp:1505
207. District **Court's** endorsement of **September 12, 2006**, the motion **granting** the **extension** of time to file the notice of appeal by October 20, 2006 SApp:1506
208. Dr. **Cordero's notice of appeal** of October 13, **filed on October 16**, 2006, from Judge Larimer's decision in *Cordero v. DeLano*, 05cv6190 SApp:1507
209. Dr. **Cordero's** statement of **issues** to be presented on appeal **and designation** of the record to be certified and sent to the circuit clerk pursuant to FRAP Rule 6(b)(2)(B)(i), of **October 21, 2006**SApp:1508
- a. Table of Designated Items in the Record, pages D:1-D:508g in volume I..... SApp:1513
- b. Table of the Items in the Addendum to the Designated Items, pages Add:509-1155 in volume II..... SApp:21525
- c. Table of the Items in the Post-Addendum to the Designated Items, pages Pst:1171-1380 in volume III..... SApp:1538
210. Sample of Dr. **Cordero's** letters of **October 21**, 2006, **to the parties** accompanying the statement of issues and redesignation of items and requesting their consent to electronic service by e-mail of documents in the PDF format..... SApp:1540
211. District Court's **Index** of the record on appeal in *Cordero v. DeLano*, 05-6190, as of **October 23**, 2006 SApp:1541
212. **District Clerk** Rodney C. Early's certification of **October 23**, 2006, by Deputy Clerk Margaret Ghysel, of document(s)/record sent to CA2 in *Dr. Richard Cordero v. David and Mary Ann DeLano*, 05-cv-6190 SApp:1545
- a. Docket #23, Transcript of 3/1/05 before Judge Ninfo
- b. Docket #31, Addendum
- c. Docket #1, Attachment to NoA from Bankruptcy Court
213. CA2 Clerk Roseann B. **MacKechnie's** notice of **October 25**, 2006, to counsel of having **docketed a notice of appeal** filed by Dr. Richard

Cordero in *In Re: Dr. Richard Cordero v.*, 05-cv-6190, stating the name of Deputy Clerk Lynette Rodriguez, tel. (212)857-8526, with enclosures:.....SApp:1571

a. USCA Docket Sheet, including Caption Page.....SApp:1572

b. Instructions

c. Acknowledgment Form

214. CA2 Clerk Roseann B. **MacKechnie**'s notice of **October 26**, 2006, to counsel by Deputy Clerk Lynette Rodriguez, that the district court **record** in DC Docket Number 05-cv-6190 was **electronically filed** on that date in CA2 and is available for viewing via Pacer while the original documents remain in the District Court.....SApp:1573

215. CA2 miscellaneous form for **notice of appearance** and request for oral argument time; filled out by **Dr. Cordero** on **November 2**, 2006, with handwritten note **requesting correction of the docket** by removing the mistaken reference therein to case number 93-7084 as a related caseSApp:1574

216. **CA2 docket** no. 06-4780 in *In Re: Dr. Richard Cordero v.* as of October 27, 2006; with **Dr. Cordero's note** requesting correction of the **erroneous inclusion** of case number 93-7084 as a related case.....SApp:1575

217. CA2 form for **electronic notification agreement**, filled out in agreement by Dr. CorderoSApp:1576

218. Dr. **Cordero's** motion of **November 20**, 2006, for the scheduling of the **filing** of the opening brief by the time certain of January 31, 2007; granted on December 13, 2006SApp:1578

219. Dr. **Cordero's** motion of **November 20**, 2006, for **leave** to submit the opening brief, appendix, and special appendix in **five paper copies and five CDs** containing them on Adobe PDFs; granted on December 13, 2006.....SApp:1579

220. Dr. **Cordero's** motion of **November 20**, 2006, for correction of the docket by **removal of a case wrongly listed** as related to the case in this appeal; granted on December 13, 2006SApp:1580

221. Copy for CA2 of Dr. **Cordero's** sample letter of **November 20**, 2006, to the parties regarding his three motions and **requesting their consent to electronic service** by e-mail of documents in the PDF format.....SApp:1581

222. Letter of Devin Lawton **Palmer**, Esq., of **November 29**, 2006, amending the attorney of record for purposes of this appeal by replacing Christopher K. Werner, Esq.; opposing the introduction of any issues or documents by Dr. Cordero not previously before the District Court (without identifying which issues or documents Mr. Palmer is referring to); and stating in connection with Dr. Cordero's three motions that Mr. Palmer requires paper copies and regular serviceSApp:1583

a. Att. Palmer's Acknowledgment Letter of October 25, 2006	SApp:1585
223. Dr. Cordero's motion of December 6 , 2006, for Appellees' opposition to Appellant's Statement of issues and Designation of items to be disregarded	SApp: 1586
224. Dr. Cordero's motion of December 6 , 2006, for docketing papers already and therewith filed and correction of two errors in the docket.....	SApp:1596
225. Dr. Cordero's motion of December 6 , 2006, for Appellant to be served by e-mail during the December 18-January 8 Christmas Holidays.....	SApp:1598
226. Dr. Cordero's letter of December 6 , 2006, to the parties with copy to CA2 requesting that the parties serve him by e-mail during the Christmas Holidays.....	SApp:1599
227. CA2 Scheduling Order #1 of December 14 , 2006, by Deputy Clerk Lynette Rodriguez, requiring Appellant Dr. Cordero to file his brief by January 15 , 2007, and to do so in 10 copies of the brief and the appendix; and indicating that all telephone inquiries are to be made to (212)857-8526	SApp:1601
228. CA2 Scheduling Order #2 of December 18 , 2006, by Deputy Clerk Lynette Rodriguez, requiring Appellant Dr. Cordero to file his brief by January 31 , 2007.....	SApp:1603
229. Dr. Cordero's motion of December 19 , 2006, for production of documents by Appellees necessary for the Court to determine this case and afford due process of law, such as the statements of their bank and credit and debit card accounts and the documents concerning their real property and mortgages and loans; and for the suspension of the scheduling order and its reissue after all documents have been produced....	SApp:1606
a. Table of the DeLanos' income of \$291,470, mortgage receipts of \$382,187, plus credit card borrowing of \$98,092, unaccounted for due to the judges' refusal to require production of documents supporting their declaration in Schedule B (D:31) that at the time of filing their bankruptcy petition they only had in hand and on account \$535!.....	SApp:1608
b. Table of officers that have disregarded their statutory duty to investigate the DeLano Debtors	SApp:1609*
c. The DeLanos' notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, and Deadlines (first page of their bankruptcy petition of January 27, 2004; the entire petition with Schedules is at D:22-59)	SApp:1610
d. Schedule A. Real Property	SApp:1611
e. Schedule B. Personal Property	SApp:1612

f. Statement of Financial Affairs	SApp:1613
g. The DeLanos 1040 IRS forms for 2001-03	SApp:1614
h. Mortgage documents produced by the DeLanos on February 16, 2005, at Trustee Reiber's request.....	SApp:1617
230. Dr. Cordero's motion of January 18, 2007, for the two pending motions to be decided before the brief-filing deadline and for a new scheduling order	SApp: 1618
231. Dr. Cordero's motion of January 18, 2007, for suspension or extension of brief-filing deadline if by January 31 pending motions have not been decided	SApp:1620
232. Denial on January 24, 2007, of Dr. Cordero's motion of December 19, 2006, for production of documents by Appellees necessary for the Court to determine this case and afford due process of law	SApp:1623*
233. Letter of Legal Assistant Sandra J. Ciaccia of January 25, 2007, accompanying Att. Palmer's affirmation	SApp:1624
a. Certificate of service	SApp:1625
b. Att. Palmer's affirmation of January 25, 2007, against the extension requested by Dr. Cordero for the suspension or extension of the deadline for filing and serving his appellate brief	SApp:1627
234. Remittance to the panel of Dr. Cordero's motion of December 6, 2006, for Appellees' opposition to Appellant's Statement of issues and Designation of items to be disregarded	SApp:1632
235. Mooting of Dr. Cordero's motion of December 6, 2006, for Appellant to be served by e-mail during the December 18-January 8 Christmas Holidays.....	SApp:1633
236. CA2' 1feb7 denial by implication of Dr. Cordero's January 18 motion for a document production order and grant of the request for extending by two weeks the brief-filing deadline	SApp:1634
237. CA2 Scheduling Order #3 of February 2, 2007, by Deputy Clerk Lynette Rodriguez, requiring Appellant Dr. Cordero to file his brief by March 5, 2007	SApp:1635
238. Dr. Cordero's motion of February 15, 2007, for reconsideration and grant of the disregard opposition and document production motions	SApp:1637*
a. Table of contents	SApp:1639*
b. Table of the DeLanos' income of \$291,470 + mortgage receipts of \$382,187 = \$673,657 and credit card borrowing of \$98,092, all of whose whereabouts remain unknown because Trustee Reiber did	

not require that the Debtor account for that money, the Debtors denied all discovery for the evidentiary hearing, and the bankruptcy, district, and circuit judges denied Dr. Cordero's motions for an order of production of documents, thereby covering up for the DeLanos' concealment of assets and evasion of debts through false financial statements..... SApp:1654*

239. Dr. **Cordero's letter of February 2, 2004, to Chief Judge John M. Walker, Jr.,** of the Court of Appeals for the Second Circuit, **inquiring** about the status of the **complaint** against Judge **Ninfo**, no. 03-8547, and **updating its supporting evidence**..... SApp:1655
 - a. CA2 Deputy Clerk Patricia Chin Allen's acknowledgment of September 2, 2003, of filing Dr. Cordero's complaint under 28 U.S.C. §351 against Judge NinfoSApp:1657
 - b. CA2 order of November 13, 2003, granting Dr. Cordero's motion of November 3, 2003, for leave to introduce in the record of his appeal *In re Premier Van et al.*, no. 03-5023, CA2, an updating supplement on the issue of Judge Ninfo's bias [**Comment:** This order was attached to show that CA2 had established the precedent for the updatability of evidence concerning Judge Ninfo's bias.].....SApp:1658
240. **Statement of facts of March 19, 2004,** setting forth a **complaint** [no. 04-8510] under 28 U.S.C. §351 about CA2 Chief Judge **John M. Walker, Jr., addressed** under Rule 18(e) of the Rules of the Judicial Council of the Second Circuit Governing Complaints against Judicial Officers **to the** Circuit Judge eligible to become the **next chief judge** of the circuit, namely, now CA2 Chief Judge Dennis **Jacobs**SApp:1659
241. Docket excerpts from *Pfuntner v. Trustee Gordon et al.*, no. 02-2230, WBNY, that belie Judge Ninfo by showing that he knows that Dr. Cordero traveled from NYC to Rochester to Avon, NY, on May 19, 2003, to inspect his property, which Mr. Palmer had abandoned at Mr. Pfuntner's warehouse, and reported at the hearing on May 21 that it had been damaged or lost, whereupon Judge Ninfo denied Mr. Pfuntner's motion to be discharged from any liability and asked Dr. Cordero to resubmit his application for default judgment against Mr. PalmerSApp:1664
242. E-mail from **Case Manager Lian Yeh**, Agency Team, CA2, of February 20, 2007, **to Dr. Cordero** requesting the completion of the T-1080 motion **cover sheet**.....SApp:1666
243. Dr. **Cordero's letter of March 1, 2007, to CA2 Case Manager Yeh** concerning CA2's acceptance of the original cover sheet of Dr. Cordero's motion of February 15, and requesting information about the **status of that motion**, which was filed on an emergency basis and requested the

suspension of the scheduling order requiring the filing of the principal brief by March 5, and asking for confirmation that the brief need not be filed until after the motion has been decided, and for a **new scheduling order** to that effect SApp:1667

244. Dr. **Cordero's** letter of **March 1**, 2007, to Catherine **Minuse**, Esq., Supervisor Staff Attorney, CA2, requesting **legal certainty** concerning the deadline **for filing** the principal **brief** given that the motion of February 15 has not yet been decided SApp:1669

245. Dr. **Cordero's** letter of **March 3**, 2007, to Arthur **Heller**, Esq., Senior Motion Attorney, CA2, **confirming** his statement that the motion of February 15, was denied and that the principal **brief** may be timely filed **by March 19**; and requesting that the **transfer** of the case from the Pro Se Unit **to the Agency Team not be misused to retaliate** against him because of the contentions of his appeal by applying brie and appendix **formatting requirements** to cause him unnecessary expense and aggravation..... SApp:1671

246. Dr. **Cordero's** letter of **March 3**, 2007, to Att. **Minuse** giving her notice of Att. Heller's statements to him and requesting to be timely informed if his reliance on them is misplaced; and expressing his concerns about the transfer of the case to the Agency Team SApp:1672

a. Copy of Dr. Cordero's letter of March 3 to Att. Heller..... SApp:1673

247. Dr. **Cordero's** letter of **March 3**, 2007, to CA2 Case Manager **Yeh** giving him notice of Att. Heller's statements to him and requesting to be timely informed if his reliance on them is misplaced; and expressing his concerns about the transfer of the case to the Agency Team SApp:1674

a. Copy of Dr. Cordero's letter of March 3 to Att. Heller..... SApp:1675

248. Dr. **Cordero's** letter of **March 3**, 2007, to Donna **Morgan-Steele**, Supervisor, Agency Team, CA2, giving her notice of Att. Heller's statements to him and requesting to be timely informed if his reliance on them is misplaced; and expressing his concerns about the transfer of the case to the Agency Team SApp:1676

a. Copy of Dr. Cordero's letter of March 3 to Att. Heller..... SApp:1677

249. CA2's **denial** of **March 5**, 2007, of Dr. Cordero's February 15 **motion** for reconsideration of the January 24 denial of the December 19 motion for **production of documents** SApp:1678

250. CA2's **grant** of **March 5**, 2007, of Dr. Cordero's February 15 **motion** for an extension of **time to file** his principal **brief**, and notice of the new deadline of **March 19**, 2007 SApp:1679

251. **Text** of Selected Statutes and Rules Cited..... SApp:1680

252. Docket of <i>Dr. Richard Cordero v. David and Mary Ann DeLano</i> , 06-4780-bk, CA2, as of March 17, 2007	SApp:1690
---	-----------

6. PRINCIPAL BRIEF AND SUBSEQUENT DOCUMENTS IN CA2CA:1700-2233

253. Dr. Cordero's principal brief of March 17, 2007, in <i>CA2 in Dr. Cordero v. DeLano</i>	CA:1700*
http://Judicial-Discipline-Reform.org/Follow_money/DrCordero_v_DeLano_06_4780_CA2.pdf	
a. Table of contents	CA:1701*
b. Table of Headings of the Statement of Facts.....	CA:1702*
c. Table of Headings of the Argument.....	CA:1703*
d. Statement of issues presented for review	CA:1719*
e. Table of Notices to the 2nd Circuit Court of Appeals and Judicial Council the Circuit Judges, and others of Evidence of a Bankruptcy Fraud Scheme in the Bankruptcy and District Courts, WDNY since May 2, 2003.....	CA:1721*
f. Statement of facts	CA:1725*
g. Proposed document discovery order.....	CA:1777*
254. CA2 Clerk's notification of March 26 , 2007, to Dr. Cordero that his principal brief and special appendix do not comply with FRAP or the Local Rules in two instances and that " motion needed to file documents as is "	CA:1787
255. Dr. Cordero's motion of March 29 , 2007, in CA2 to file his principal brief together with the Special Appendix and the items in the record as is	CA:1788
a. Reasoned statement supporting the motion	CA:1789
256. Dr. Cordero's letter of March 29 , 2007, to Devin Lawton Palmer , Esq., attorney for the DeLano Debtors indicating that it came to his attention that Mr. Palmer filed a letter in CA2 to default him for failure to file his brief timely, and that while Dr. Cordero did file it on time, he did not receive a copy of that letter and requesting that Mr. Palmer send him a copy	CA:1794
257. Dr Cordero's letter of March 30, 2007, to CA2 Senior Motion Attorney Heller inquiring about the whereabouts of his timely filed but not yet docketed brief and appendixes.....	CA:1796

258. Dr Cordero' letter of March 30, 2007, to Supervisor Staff Attorney Minuse inquiring about the whereabouts of his timely filed but not yet docketed brief and appendixes.....	CA:1798
259. Att. Palmer's letter of March 6, 2007, to CA2 Clerk Rodriguez to "address the basis in part for this drop dead date [sic] with which [sic] Mr. Cordero had to file his brief" and to request the dismissal of the appeal, which letter Att. Palmer failed to serve on Dr. Cordero, who purchased a copy from the Clerk's office	CA:1800
a. CA2's receipt of April 2, 2007, to Dr Cordero for his purchase of a copy of Att. Palmer's letter of March 6, 2007	CA:1801
260. CA2's grant of April 12, 2007, of Dr. Cordero's motion to file his principal brief and appendixes "as is"	CA:1802
261. CA2's order of April 18, 2007, scheduling the filing of the DeLanos' response and Dr. Cordero's reply	CA:1803
262. The DeLanos' affidavit attesting the service of their response on Dr. Cordero on April 20, 2007	CA:1804
a. The DeLanos' response brief of April 19, 2007	CA:1805
263. References in the DeLanos' response brief to Dr. Cordero's website, http://Judicial-Discipline-Reform.org , and articles therein written by him	
a. http://judicial-discipline-reform.org/About%20Us.htm	CA:1835
b. A Bankruptcy Fraud Scheme and its Coordinated Cover Up by Federal Judges	CA:1837
http://Judicial-Discipline-Reform.org/docs/Bkr_Fraud_Scheme.pdf	
c. A Case Showing How Federal Judges Disregard Not Only Conduct Guidelines, But Also Duties Imposed on Them By Law and Their Own Implementing Local Rules	CA:1840
http://Judicial-Discipline-Reform.org/docs/Judges_disregard_duty_10jan7.pdf	
d. Synopsis of an Investigative Journalism Proposal Where the Leads in Evidence Already Gathered in 12 Federal Cases Would be Pursued in a Watergate-like <i>Follow the money!</i> Investigation to Answer the Question: Has a Federal Judgeship Become a Safe Haven for Coordinated Wrongdoing?.....	CA:1842
http://Judicial-Discipline-Reform.org/Follow_money/investi_jour_proposal.pdf	
e. Tables of Exhibits that provide the evidence gathered in 12 cases over 6 years showing that a federal judgeship has become a safe haven for wrongdoing.....	CA:1844
http://Judicial-Discipline-Reform.org/docs/Tables_of_Exhibits.pdf	

f. Statement of Facts providing evidence showing that a federal judgeship has become a safe haven for wrongdoing due to lack of an effective mechanism of judicial conduct control.....	CA:1845
http://Judicial-Discipline-Reform.org/docs/Statement_of_Facts_Table_of_Cases.pdf	
g. Evidence of a Bankruptcy Fraud Scheme in U.S. Bankruptcy and District Courts in Rochester and Class Action Against Federal Judges	CA:1855
http://Judicial-Discipline-Reform.org/docs/Rochester_bkr_fraud_scheme.pdf	
h. The Official Statistics of the Administrative Office of the U.S. Courts Show the Systematic Dismissal of Judicial Conduct Complaints by Federal Judges, Including the Justices of the Supreme Court	CA:1857
http://Judicial-Discipline-Reform.org/docs/Statistics_of_systematic_dismissals.pdf	
i. Federal judges have no grant of immunity from the Constitution In a system of “equal justice under law” they must be liable to prosecution as defendants in a class action like anybody else.....	CA:1861
http://Judicial-Discipline-Reform.org/docs/no_judicial_immunity.pdf	
264. Letter of April 30, 2007, of Ms. Sandra J. Ciaccia, Att. Palmer's legal assistant, to the CA2 Clerk concerning the DeLanos’ motion to file their appendix and brief	CA:1863
265. Att Palmer's motion of April 30, 2007, for leave to file an appendix to the DeLanos’ brief and 25 copies of such brief though in violation of CA2 local rules	CA:1864
266. Dr. Cordero’s motion of May 6, 2007, to compel the Appellees to produce a letter that they filed with CA2 but have refused to serve on Appellant	CA:1877
267. CA2’s grant of May 7, 2007, of the DeLanos' motion to file to appendix and 25 copies of their brief	CA:1880
268. Att. Palmer’s letter of May 10, 2007, to CA2 informing it of his concurrent service on Dr. Cordero of Mr. Palmer’s March 6 letter to CA2.....	CA:1881
a. Copy of Att. Palmer’s letter of March 6, 2007, to CA2.....	CA:1882
269. Dr. Cordero’s letter of May 25, 2007, CA2 Staff Att. Greenberg concerning his request for an extension of time to file his reply to the DeLanos’ response.....	CA:1883
270. CA2’s grant of May 31, 2007, of Dr Cordero's motion to extend time for him to file his reply.....	CA:1885
271. Title of Dr. Cordero's reply brief of June 14, 2007.....	CA:1893
a. Copy of Dr. Cordero’s proposed order for document production	CA:1932

272. Bkr. Judge Ninfo's order of June 29, 2007, allowing Trustee Reiber's final account, discharging the Trustee, enjoining creditors, releasing employer, and closing the DeLanos' estateCA:1933
273. Dr. Cordero's motion of July 18, 2007, suggesting en banc consideration of CA2' denials of his three motions for document production; and if denied, for the Court to disqualify itself due to a conflict of interests and refer the case to the Attorney General under 18 U.S.C. §3057(a).....CA:1943*
 - a. Table of contentsCA:1945*
 - b. Part A. Affidavit showing a bankruptcy fraud schemeCA:1947*
 - c. Part B. Memorandum of lawCA:1957 *
 - d. Table of cases in *DeLano* and *Pfuntner v. Trustee Gordon et al.*, to which both Mr. DeLano and Dr. Cordero are parties and to which is traced back Dr. Cordero's claim against the DeLanos.....CA:1977*
 - e. Table of Notices given since May 5, 2003, to the 2nd Circuit Court of Appeals and Judicial Council, the Circuit Judges, and others of Evidence of a Bankruptcy Fraud Scheme in the Bankruptcy and District Courts, WB&DNYCA:1978*
 - f. Links to access the files containing the referencesCA:1980*
http://Judicial-Discipline-Reform.org/DeLano_record/CA2_produce_recuse_18jul7.pdf
274. Dr. Cordero's brief of July 9, 2003, on appeal from *Pfuntner*, sub nom *Premier Van et al.*, 03-5023, CA2CA:2001
275. CA2's referral of August 9, 2007, of Dr. Cordero's en banc motion and future motions to the panel.....CA:2079
276. Dr. Cordero's motion of August 29, 2007, for oral argument on his motion of July 18 suggesting en banc consideration of CA2's denials of his three motions for document production to be held before argument is heard on the case in chiefCA:2081
 - a. The DeLanos' home purchase and \$26K mortgage of July 16, 1975CA:2083
 - b. The DeLanos' \$98.5K home appraisal of November 23, 2003.....CA:2084
 - c. J. Ninfo's discharge of February 7, 2007, of the DeLanos' debtsCA:2085
 - d. Town of Penfield: DeLanos' home sale for \$135k 16aug7CA:2086
277. CA2's referral of September 10, 2007, to the panel of Dr. Cordero's motion for oral argument on his en banc motionCA:2087
278. CA2's notice to counsel of September 14, 2007, concerning its new rule, Interim Local Rule 34, requiring counsel to file a joint statement concerning oral argument of cases before the Court.....CA:2091

a. CA2 Local Rule 34 form for joint counsel statement re oral argument	CA:2092
b. CA2 Local Rule 34. Oral argument and submission on the briefs	CA:2093
279. Dr. Cordero's letter of September 24, 2007, to Att. Palmer concerning a joint statement on oral argument	CA:2095
280. Att. Palmer and Dr Cordero's joint statement of September 24, 2007, on oral arg	CA:2096
281. Att. Palmer' letter of September 25, 2007, to CA2 requesting that it decide the appeal on the briefs without oral argument	CA:2097
282. Dr. Cordero's letter of October 22, 2007, to Case Manager Bolden concerning CA2's failure to docket the form on joint argument	CA:2098
a. Oral argument request form with delivery confirmation of September 6, 2007	CA:2099
283. Trustee Reiber's Notice of November 1, 2007, of his appearance in CA2 in <i>DeLano</i>	CA:2100
284. Trustee Reiber's motion information statement of October 31, 2007, concerning his motion to dismiss <i>DeLano</i>	CA:2101*
285. Trustee Reiber's motion of October 31, 2007, to dismiss addressed to "United States District Court of Appeals Second Circuit"	CA:2102*
286. Dr. Cordero's response of November 8, 2007, to the Trustee's motion to dismiss	CA:2111
287. Trustee Reiber's amended motion of November 16, 2007, in CA2 to dismiss	CA:2129
288. Dr. Cordero's response of November 27, 2007, to Trustee Reiber's amended motion to dismiss	CA:2135
289. CA2's notice of December 19, 2007, of adding Trustee Reiber's motion to dismiss to the motion calendar of January 3, 2008	CA:2143
290. Dr. Cordero's opposition of December 26, 2007, to the placement on the motions calendar of the Trustee's motion to dismiss and to transfer due to the Court's conflict of interest and denial of equal protection	CA:2151
a. Table of motions raised by Dr Cordero	CA:2153
291. Dr. Cordero's outline for his oral argument on January 3, 2008, opposing the Trustee's motion to dismiss	CA:2178
292. CA2's summary order of February 7, 2008, dismissing the appeal in <i>DeLano</i>	CA:2180*

a. CA2's denial of February 8, 2008, of Dr. Cordero's 29August7 motion of oral argument on his July 18 motion, suggesting en banc consideration of CA2's denials of his three motions for document production, to be held before argument is heard on the case in chief	CA:2181*
b. CA2's denial of February 8, 2008, of Dr. Cordero's 18July7 motion suggesting en banc consideration of CA2's denials of his three motions for document production; and if denied, for CA2 to disqualify itself due to its conflict of interests and refer the case to the Attorney General under 18 U.S.C. §3057(a).....	CA:2182*
293. Dr. Cordero's motion of February 14, 2008, for extension of time to file a petition for panel rehearing and hearing en banc	CA:2183
a. Affirmation in support of the mtn.....	CA:2185
294. CA2's grant of February 26, 2008, of Dr. Cordero's motion to extend time to file for rehearing.....	CA:2186
295. CA'2 grant of March 24, 2008, of Dr. Cordero's motion to file 10 copies of the petition for panel rehearing and hearing en banc	CA:2189
296. Dr. Cordero's petition of March 14, 2008, in CA2 for panel rehearing and hearing en banc in <i>DeLano</i> to determine the question of exceptional importance: To what extent is the Court's integrity compromised by supporting or tolerating a bankruptcy fraud scheme?	CA:2191*
http://Judicial-Discipline-Reform.org/Follow_money/enbanc_14mar8.pdf	
Table of Contents	CA:2191
I. Question presented concerning the Court's involvement in a bankruptcy fraud scheme.....	CA:2192
A. Court disregarded the appeal question: Is there a bankruptcy fraud scheme?	CA:2196
II. The Court's minor deficiencies and equitable mootness	CA:2198
A. The deficiencies in Trustee's report are not minor.....	CA:2198
B. Neither equitable mootness nor the cases cited apply to the appeal at bar.....	CA:2101
III. Relief sought.....	CA:2203
Appendix: Table of contents.....	CA:2207
297. Dr. Cordero's affirmation of March 19, 2008, in support of his motion to file 10 copies of his rehearing petition.....	CA:2208
298. CA2's notification of May 9, 2008, of its denial of Dr. Cordero's petition for panel rehearing and hearing en banc	CA:2209*

299. CA2's denial of May 9, 2008, of the rehearing motion, reissued on May 16, 2008, as the mandate of its dismissal of <i>DeLano</i>	CA:2210*
300. Dr. Cordero's motion of May 23, 2008, for CA2 to recall the mandate and stay or amend it or to stay the pending proceedings in <i>Pfuntner</i> in WB& DNY during the pendency of his petition to the U.S. Supreme Court for a writ of certiorari	CA:2211*
Table of contents	CA:2213*
I. Substantial questions that the certiorari petition will present	CA:2214*
II. There is good cause for a recall and stay of mandate	CA:2219*
III. Relief sought.....	CA:2219*
301. Dr. Cordero's motion of May 24, 2008, for CA2 to prevent further denial of due process and avoid waste of litigants' and the courts' resources by removing and staying the pending proceedings in <i>Pfuntner</i> in WB&DNY or transferring it to the U.S. District Court in Albany, NY	CA:2222*
a. In Dr. Cordero's opening brief in the appeal to CA2 in <i>Pfuntner</i> , sub nom <i>In re Premier Van</i> , 03-5023, CA2.....	CA:2229*
VI. Statement of the Case	CA:2229*
VII. Headings of the Statement of Facts	CA:2230*
302. CA2's denial of June 12, 2008, of Dr. Cordero's May 23 motion to recall the mandate in <i>DeLano</i> and stay the pending proceedings in <i>Pfuntner</i>	CA:2232*
303. CA2's denial of June 12, 2008, of Dr. Cordero's May 24 motion to remove and stay the pending proceedings in <i>Pfuntner</i>	CA:2233*
304. Trustee Reiber's "response in opposition to motion" of June 11, 2008	CA:2234

7. IN-CHAMBERS APPLICATIONS & OTHER DOCUMENTS IN SCT US:2241

305. Dr. Cordero's in-chambers application of June 6, 2008, to Justice Ruth Bader Ginsburg, Circuit Justice for the Second Circuit, for injunctive relief in the form of a document production order and a stay in <i>DeLano</i> and <i>Pfuntner</i>	US:2241
a. Proposed document production order	US:2293
306. Dr. Cordero's in-chambers application of July 24, 2008, to Circuit Justice Ginsburg for extension of time to file the petition for a writ of certiorari	US:2303
307. Circuit Justice Ginsburg's denial of July 24, 2008, of Dr. Cordero's application for injunctive relief and a stay in <i>DeLano</i> and <i>Pfuntner</i>	US:2309

308. Circuit Justice Ginsburg’s grant of July 30, 2008, of Dr. Cordero’s application for extension of time to file the petition for a writ of certiorari by October 6, 2008..... US:2310
- a. Notification list US:2311
309. Dr. Cordero’s in-chambers application of August 4, 2008, to the Justices of the Supreme Court for injunctive relief and a stay in *DeLano* and *Pfuntner*, referred by Chief Justice Roberts to the Court on September 10 for the conference on September 29, 2008 US:2313
- a. X.A. Table of Contents of the Appendix items in a separate volume and the accompanying CD and consisting of the records in all courts..... US:2365
310. Dr. Cordero’s petition of October 3, 2008, to the Supreme Court for a writ of certiorari to the Court of Appeals for the Second Circuit US:2429
- a. XV.B. Table of Contents of the Appendix items in a separate volume and the accompanying CD and consisting of the records in all courts updated US:2365
311. Order for document production proposed to the Supreme Court..... infra at the back

Proposed Subpoena

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

935 Pennsylvania Avenue, NW
Washington, D.C. 20535-0001

Having considered the evidence presented to the FBI in support of a complaint, a subpoena is issued hereby for production of the following documents:

A. Persons and entities concerned by this subpoena

1. David DeLano and Mary Ann DeLano (hereinafter the DeLanos), formerly resident at 1262 Shoecraft Road, Webster, NY 14580, and debtors in *In re David and Mary Ann DeLano*, 04-20280, WBNY; *Cordero v. DeLano*, 05-cv-6190L, WDNy; *Dr. Richard Cordero v. David and Mary Ann DeLano*, 06-4780-bk, CA2, and *Dr. Richard Cordero v. David and Mary Ann DeLano*, 08-8382, SCt (hereinafter *DeLano*);
2. Devin L. Palmer, Esq., dpalmer@BoylanBrown.com, and Christopher K. Werner, Esq., cwerner@BoylanBrown.com, attorneys for the DeLanos, Boylan, Brown, Code, Vigdor & Wilson, LLP, 2400 Chase Square, Rochester, NY 14604, tel. (585)232-5300, fax (585)232-3528; and any and all members of their law firm; <http://www.boylandbrown.com/index.php>
3. Michael J. Beyma, Esq., attorney for Mr. DeLano and M&T Bank, 300 Bausch & Lomb Place, Rochester, NY 14604, tel (585)258-2800, fax (585)258-2821; and any and all members of their law firm, including, but not limited to, Paralegal Brenda G. Reed, breed@underbergkessler.com; Paralegal Sandy Mattle, and Administrative Assistance Rene Reale, tel. (585)258-2843, RReale@underbergkessler.com; <http://www.underberg-kessler.com>;
4. James Pfuntner, at the address of his attorney, David MacKnight, Esq., dmacknight@lacykatzen.com, or successor, at Lacy, Katzen, Ryen & Mittlemann, LLP, 130

East Main St., Rochester, NY 14604; tel. (585)454-5650, fax (585)269-3077, plaintiff in *Pfuntner v. Trustee Gordon et al.*, 02-2230, WBNY (hereinafter *Pfuntner*); <http://www.lacykatzen.com/>;

5. Kathleen Dunivin Schmitt, Esq., Assistant U.S. Trustee for Rochester, Office of the U.S. Trustee, U.S. Courthouse, 100 State Street, Rochester, NY, 14614, tel. (585)263-5812, fax (585) 263-5862, and any and all members of her staff, including, but not limited to, Ms. Christine Kyler, Ms. Jill Wood, and Ms. Stephanie Becker; <http://www.usdoj.gov/ust/r02/rochester.htm>;
6. Ms. Diana G. Adams, U.S. Trustee for Region 2, and Deirdre A. Martini, former 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; and any and all members of their staff; <http://www.usdoj.gov/ust/r02/>;
7. Chapter 13 Trustee George Reiber, South Winton Court, 3136 S. Winton Road, Rochester, NY 14623, tel. (585)427-7225, fax (585)427-7804, and any and all members of his staff, including, but not limited to, James Weidman, Esq., attorney for Trustee Reiber; trustee13@roch13.com;
8. Trustee Kenneth W. Gordon, Gordon & Schall, LLP, 1099 Monroe Ave., Ste. 2, Rochester, NY 14620-1730; tel. (585)244-1070, and any and all members of his staff;
9. M&T Bank, 255 East Avenue, Rochester, NY, tel. (800)724-8472, 585-546-0501, fax: 585-546-0550, (585)546-7584; <http://www.mandtbank.com/>;
10. David Palmer, 1829 Middle Road, Rush, NY 14543, and his company, Premier Van Lines, debtor in *In re Premier Van Lines*, 01-20692, WBNY (hereinafter Mr. Palmer/Premier and *Premier*);
11. David M. Dworkin & Jefferson Henrietta Associates, at the address of their attorney, Karl S. Essler, Esq., Fix Spindelman Brovitz & Goldman, P.C., 295 Woodcliff Drive, Suite 200, Fairport, NY 14450, tel. (585) 641-8000; fax (585)641-8080; kessler@fixspin.com;

12. Mary Dianetti, Bankruptcy Court Reporter, 612 South Lincoln Road, East Rochester, NY 14445, tel. (585)586-6392;
13. Ms. Melissa L. Frieday, Contracting Officer for court reporters, US. Bankruptcy Court, WDNY, Olympic Towers, 300 Pearl Street, Suite 250, Buffalo, NY 14242, tel. (716) 362-3200, fax (716)551-5103;
14. Bankruptcy Judge John C. Ninfo, II, WBNY, and Paul R. Warren, Esq., Clerk of Court, U.S. Bankruptcy Court, 1220 U.S. Courthouse, 100 State Street, Rochester, NY 14614, tel. (585)613-4200, and any and all members of their staff, including, but not limited to, Andrea Siderakis, Assistant to Judge Ninfo, courtroom tel. (585)613-4281, fax (585)613-4299; Deputy Clerk in Charge Todd M. Stickle, tel. (585)613-4223, fax (585)613-4242; Case Administrators Karen S. Tacy and Paula Finucane; <http://www.nywb.uscourts.gov/>;
15. U.S. District Judge David G. Larimer and Rodney C. Early, Clerk of Court, U.S. District Court, 2120 U.S. Courthouse, 100 State Street, Rochester, N.Y. 14614, tel. (585)613-4000, fax (585) 613-4035, and any and all members of their staff; <http://www.nywd.uscourts.gov/mambo/> ; and
16. Any and all persons or entities that are in possession or know the whereabouts of, or control, the documents or items requested hereinafter.

B. Procedural provisions

17. The following procedural provisions are applicable to all persons and entities concerned by this subpoena, who shall:
18. Understand a reference to a named person or entity to include any and all members of such person's or entity's staff or firm;
19. Comply with the instructions stated below and complete such compliance within seven days of the issue of this subpoena unless a different deadline for compliance is stated below;

20. Be held responsible for any non-compliance and subject to the continuing duty to comply with this subpoena within the day each day after the applicable deadline is missed, under pain of being named the subject of a contempt proceeding under 28 U.S.C. §332(d);
21. Understand ‘document’ broadly to mean ‘an object that holds information or data in any form’, whether the form be print, digital, electronic, or otherwise; and the object be any of the following or similar objects:
- a) paper, including any type of graphic or photographic paper, film, and equivalent;
 - b) a removable storage device, such as a floppy, CD, DVD, external hard disk; flash, stick, or card memory; electronic memory strip, such as found on plastic cards; and audio or video tape;
 - c) fixed storage device, such as an internal hard disk of a computer, server, or mainframe;
 - d) an audio or video cassette, such as used in a tape recorder or camcorder;
 - e) a wireless handheld digital device, such as an iPod, Blackberry, or smartphone;
22. Understand any reference below to a specific type of document to include any other type of document in which the information referred to or derived therefrom, such as through addition, deletion, modification, correction, transformation from one form to another, or rearrangement for inclusion in a database, is available;
23. Produce of each document within the scope of this subpoena those parts stating as to each transaction covered by such document:
- a. the time and amount of each such transaction;
 - b. the rates, including but not limited to normal and delinquent rates, applied to the transaction;
 - c. the opening and closing dates of the transactions reported in the document, such as a statement of account;

- d. the description of the goods or service concerned by the transaction;
 - e. the source or recipient of funds or who made any charge or claim for funds;
 - f. the opening date of, the payment due date of the amount owing on, and the good or delinquent standing of, the account, agreement, or contract concerned by the document;
 - g. the beneficiary of any payment;
 - h. the surety, codebtor, or collateral; and
 - i. any other matter relevant to this subpoena or to the formulation of the terms and conditions of such document;
24. Certify individually as such person, or if an entity, by its representative, in an affidavit or an unsworn declaration subscribed as provided for under 28 U.S.C. §1746 (hereinafter collectively referred to as a certificate), with respect to each document produced that it has not been the subject of any addition, deletion, correction, or modification of any type whatsoever and that it is the whole of the document without regard to the degree of relevance or lack thereof of any part of such document other than any part requiring its production; or certify why such certification cannot be made with respect to any part or the whole of such document and attach the whole document to the certificate;
25. Produce any document within the scope of this subpoena by producing a true and correct copy of it and hold the original available for inspection as provided for under ¶28 below;
26. In application of the principle “If in doubt, disclose”, produce a document and/or a certificate concerning it whenever a reasonable person acting in good faith would:
- a. believe that at least one part of such document comes within the scope of this subpoena;
 - b. be in doubt as to whether any or no part of a document comes within that scope; or
 - c. think that another person with an adversarial interest would want such production or certificate made or find it of interest in the context of ascertaining whether any individual or

entity concerned by this subpoena has committed an offense, including, but not limited to, bribery, bankruptcy fraud, or supported or tolerated a bankruptcy fraud scheme involving any such, and/or any other, individual or entity.

27. The production of documents within the scope of this subpoena shall be made pursuant to the following timeframes:
- a. within two weeks of the date of this subpoena, such documents dated January 1, 2000, or since, to date;
 - b. within 30 days of the date of this subpoena, such documents dated since January 1, 1975, to December 31, 1999, including the first and last dates of such period.
28. The holder of the original of any document within the scope of this subpoena shall certify that he or she holds such original and acknowledges the duty under this subpoena to hold it in a secure place, ensure its chain of custody, and produce it upon order of the FBI.

C. Substantive provisions

29. Any person or entity concerned by this subpoena who with respect to any of the following documents **i)** holds such document (hereinafter holder) shall produce a true and correct copy thereof and a certificate; **ii)** controls or knows the whereabouts or likely whereabouts of any such document (hereinafter identifier) shall certify what document the identifier controls or knows the certain or likely whereabouts of, and state such whereabouts and the name and address of the known or likely holder of, such document:
- a. The Judge Ninfo's annual financial disclosure reports since 1992, required to be filed under the Ethics in Government Act of 1978, 5 U.S.C. Appendix;
 - b. The minutes, transcript, stenographic packs and folds, audio tape, and any other recording of the status conference and pretrial hearing in *Pfuntner* requested by Trustee Schmitt on

December 10, 2002, and held before Judge Ninfo on January 10, 2003;

- c. The transcript and stenographic packs and folds of the hearing in *Pfuntner* held before Judge Ninfo on:

- | | | |
|----------------------|-------------------|---------------------|
| 1) December 18, 2002 | 4) April 23, 2003 | 7) July 2, 2003 |
| 2) February 12, 2003 | 5) May 21, 2003 | 8) October 16, 2003 |
| 3) March 26, 2003 | 6) June 25, 2003 | |

- d. Trustee Schmitt and Trustee Reiber or their respective successors shall within 10 days of this subpoena arrange for, and produce:

- 1) The audio tape of the meeting of creditors of the DeLanos held on March 8, 2004, at the Office of the U.S. Trustee in Rochester, room 6080, and conducted by Att. Weidman;
- 2) its transcription on paper and as a PDF file on a floppy disc or CD; and
- 3) the video tape shown at the beginning of such meeting and in which Trustee Reiber was seen providing the introduction to it.

- e. The transcript of the meeting of creditors of the DeLanos held on February 1, 2005, at Trustee Reiber's office, which transcript has already been prepared and is in possession of Trustee Reiber, who shall produce it on paper and as a PDF file on a floppy disc or CD;

- f. The original stenographic packs and folds on which Reporter Dianetti recorded the evidentiary hearing of the DeLanos' motion to disallow Dr. Cordero's claim, held on March 1, 2005, in the Bankruptcy Court, shall be kept in the custody of the Bankruptcy Clerk of Court and made available upon request to the FBI;

- g. The transcript and stenographic packs and folds of the hearing in *DeLano* held before Judge Ninfo on:

- | | | |
|------------------|--------------------|----------------------|
| 1) March 8, 2008 | 4) August 25, 2004 | 7) November 16, 2005 |
|------------------|--------------------|----------------------|

2) July 19, 2004

5) December 15, 2004

3) August 23, 2004

6) July 25, 2005

- h. The documents obtained by Trustee Reiber in connection with *DeLano* and by Trustee Gordon in connection with *Pfuntner*, regardless of the source, up to the date of compliance with this subpoena, whether such documents relate generally to the DeLanos' or Mr. Palmer/Premier's bankruptcy petition or particularly to the investigation of whether either or both of them have committed fraud, regardless of whether such documents point to their joint or several commission of fraud or do not point to such commission but were obtained in the context of such investigation;
- i. The statement reported in *DeLano*, WBNY docket 04-20280, entry 134, to have been read by Trustee Reiber into the record at the confirmation hearing on July 25, 2005, of the DeLanos' plan of debt repayment, of which there shall be produced a copy of the written version, if any, of such statement as well as a transcription of such statement exactly as read and the stenographic packs and folds used by the reporter to record it;
- j. The financial documents in either or both of the names of the DeLanos, or those of Mr. Palmer/Premier, or otherwise concerning a financial matter under the total or partial control of either or both of them, respectively, regardless of whether either or both exercised or still exercise such control directly or indirectly through a third person or entity, and whether for their benefit or somebody else's, in the case of the DeLanos since January 1, 1975, to date, and in the case of Mr. Palmer since he began to work for, or do business as, or acquired partially or totally, or otherwise controlled, Premier Van Lines to date ,

1) Such as:

- (a) the ordinary, whether the interval of issue is a month or a longer or shorter interval, and extraordinary statements of account of each and all checking,

savings, investment, retirement, pension, credit card, and debit card accounts at or issued by M&T Bank and/or any other entity, whether banking, financial, investment, commercial, or otherwise, in the world;

(b) the unbroken series of documents relating to the purchase, sale, or rental of any property or share thereof or right to its use, wherever in the world such property may have been, is, or may be located, by the DeLanos and Mr. Palmer/Premier, respectively, including but not limited to:

(i) real estate, including but not limited to the home and surrounding lot at 1262 Shoecraft Road, Webster (and Penfield, if different), NY 14580;

(ii) Premier Van Lines, any similar moving or storage company, or other business, whether incorporated or not incorporated;

(iii) moving and storage equipment, including, but not limited, to vehicles, forklifts, crates, padding and packaging material; and

(iv) personal property, including any vehicle, mobile home, or water vessel;

(c) mortgage documents;

(d) loan documents;

(e) title documents and other documents reviewing title, such as abstracts of title;

(f) prize documents, such as lottery and gambling documents;

(g) service documents, wherever in the world such service was, is being, or may be received or given; and

(h) documents concerning the college expenses of each of the DeLanos' children, Jennifer and Michael, including but not limited to tuition, books, transportation, room and board, and any loan extended or grant made by a government or a private entity or a parent or relative for the purpose of such education, regardless of whose name appears on the documents as the loan

borrower or grant recipient;

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

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

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

30. The Clerk of the Bankruptcy Court shall certify copies of all the orders in *DeLano* and *Pfuntner*, including the following of:

a. in *DeLano*:

- 1) July 26, 2004, for production of some documents by the DeLanos;
- 2) August 30, 2004, severing Dr. Cordero's claim against Mr. DeLano from *Pfuntner*, and requiring Dr. Cordero to take discovery from Mr. DeLano to prove his claim against him while suspending all other proceedings until the DeLanos' motion to disallow Dr. Cordero's claim was finally determined;
- 3) November 10, 2004, denying Dr. Cordero all his requests for discovery from Mr. DeLano;
- 4) December 21, 2004, scheduling *DeLano* for an evidentiary hearing on March 1, 2005;
- 5) April 4, 2005, holding that Dr. Cordero has no claim against Mr. DeLano and depriving him of standing to participate in any future proceedings in *DeLano*;
- 6) August 8, 2005, ordering M&T Bank to pay the Trustee;
- 7) August 9, 2005, confirming the DeLanos' debt repayment plan after hearing Trustee Reiber's statement and obtaining his "Trustee's Report", that is, his undated "Findings of Fact and Summary of 341 Hearing" and his undated and unsigned sheet titled "I/We filed Chapter 13 for one or more of the following reasons";

- 8) November 10, 2005, letter denying Dr. Cordero his request to appear by phone to argue his motion of November 5, 2005, to revoke the order of confirmation of the DeLanos' debt repayment plan;
 - 9) November 22, 2005, denying Dr. Cordero's motion to revoke the confirmation of the plan;
 - 10) Notice of January 24, 2007, releasing Mr. DeLano's employer, M&T Bank, from making further payments to Trustee Reiber.
 - 11) February 7, 2007, discharging the DeLanos after completion of their plan;
 - 12) June 29, 2007, providing, among other things, for the allowance of the final account and the discharge of Trustee Reiber, the enjoinder of creditors, the closing of the DeLanos' estate, and the release of their employer from the order to pay the Trustee;
- b. in *Pfuntner*:
- 1) December 30, 2002, to dismiss Dr. Cordero's cross-claims for defamation as well as negligent and reckless performance as trustee against Trustee Gordon;
 - 2) February 4, 2003, to transmit the record in a non-core proceeding to the District Court, WDNY, combined with findings of fact, conclusions of law, and the Recommendation not to grant Dr. Cordero's request for entry of default judgment;
 - 3) Attachment of February 4, 2003, to the Recommendation of the Bankruptcy Court that the default judgment not be entered by the District Court;
 - 4) February 18, 2003, denying Dr. Cordero's motion to extend time to file notice of appeal;
 - 5) July 15, 2003, ordering that a "discrete hearing" be held in Rochester on October 23, 2003, followed by further monthly hearings;
 - 6) October 16, 2003, Disposing of Causes of Action;

- 7) October 16, 2003, denying Recusal and Removal Motions and Objection of Richard Cordero to Proceeding with Any Hearings and a Trial;
- 8) October 23, 2003, Finding a Waiver by Dr. Cordero of a Trial by Jury;
- 9) October 23, 2003, setting forth a Schedule in Connection with the Remaining Claims of the Plaintiff, James Pfuntner, and the Cross-Claims, Counterclaims and Third-Party Claims of the Third-Party Plaintiff, Richard Cordero;
- 10) October 28, 2003, denying Dr. Cordero's Motion for a More Definitive Statement of the Court's Order and Decision.

31. The Bankruptcy Clerk shall produce copies of the following documents referred to in the docket of *Premier* or connected to that case:

a. Documents entered in the docket:

- 1) the monthly reports of operation for March through June 2001, entered as entries no. 34, 35, 36, and 47;
- 2) the reports for the following months until the completion of the liquidation of Premier;
- 3) the court order closing that case, which is the last but one docket entry, but bears no number;
- 4) the court order authorizing the payment of a fee to Trustee Gordon and indicating the amount thereof, which is the last docket entry, but bears no number.

b. Documents that are only mentioned in other documents in that case but not entered themselves anywhere:

- 1) the court order authorizing payment of fees to Trustee Gordon's attorney, William Brueckner, Esq., and stating the amount thereof; cf. docket entry no. 72;
- 2) the court order authorizing payment of fees to Auctioneer Roy Teitsworth and stating

- the amount thereof; cf. docket entry no. 97;
- 3) the financial statements concerning Premier prepared by Bonadio & Co., for which Bonadio was paid fees; cf. docket entries no. 90, 83, 82, 79, 78, 49, 30, 29, 27, 26, 22, and 16;
- 4) the statement of M&T Bank of the proceeds of its auction of estate assets on which it held a lien as security for its loan to Premier; the application of the proceeds to set off that loan; and the proceeds' remaining balance and disposition; cf. docket entry no. 89;
- 5) the information provided to comply with the order described in entry no. 71 and with the minutes described in entry no. 70;
- 6) the Final report and account referred to in entry no. 67 and ordered filed in entry no. 62.
32. Notwithstanding the above and without detriment to the duty of each party to comply with this subpoena and lend all its assistance to its complete enforcement and fulfillment, *DeLano* and *Pfuntner* are reported under 18 U.S.C. §3057(a) to the U.S. Attorney General, with the recommendation that they be investigated by U.S. attorneys and FBI agents, such as those from the U.S. Department of Justice and FBI offices in Washington, D.C., or Chicago, who are unfamiliar with either of those cases and unacquainted with any of the parties to either of them, or court officers, whether judicial or administrative, or trustees, directly or indirectly involved in, concerned with, or affected by either of those cases, or that may be investigated, and that no former or current staff of the offices of the Department of Justice or the FBI in either Rochester or Buffalo, NY, participate in any way whatsoever in conducting such investigation, except that such staff be required to provide all information requested of them and to volunteer all information in their possession or whose certain or likely whereabouts

they know and that they consider, or similar staff unrelated to either case or the parties to them would consider, potentially or actually relevant to the investigation.

for the Federal Bureau of Investigations:

Date