

GEORGE SASSOWER

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WHITE PLAINS, N. Y. 10603

914-949-2169

March 13, 1989

Departmental Disciplinary Committee
41 Madison Avenue,
New York, New York 10010

RECEIVED

Re: Ira Postel, Esq.
725 Fifth Avenue,
New York, New York

MAR 15 1989

DEPARTMENTAL
DISCIPLINARY
COMMITTEE

Dear Sirs:

1a. This complaint sets forth only a few of the numerous instances of unethical misconduct of Ira Postel, Esq. ["Postel"], clearly warranting disbarment, as a matter of law.

b. The charges complained of in this complaint are (1) filing false claims in a bankruptcy court, which is a felony; (2) giving perjurious testimony with respect to same, which is also a felony; (3) dealing with my client, without my consent; (4) extorting general releases from my client for an unlawful consideration; (5) negotiating for the payment and the payment of extortion monies to avoid incarceration; and (6) agreeing to the filing of a false document by Referee Donald Diamond, also the result of extortion.

2a. The claims filed by Postel against my estate in bankruptcy were manifestly false, for which the fine can be \$5,000 or five (5) years of imprisonment, or both (18 U.S.C. §152).

b. Instead of being a debtor of those on whose behalf Postel filed claims, I was a creditor, as his own testimony reveals.

c. After a short testimonial examination of Postel, as hereinafter set forth, the claims were withdrawn by him. Nevertheless the damage had been done.

3a. Included in the claims filed by Postel was a purported judgment or judgments against me in the sum of \$25,000.

b. This judgment and/or judgments do not exist and, as will be demonstrated, Postel's testimony perjurious.

c. On September 15, 1987, Postel testified before Hon. Howard Schwartzberg with respect to his filed claims, and the relevant testimony was as follows:

"Q. You've been here a number of times and have you heard me refer a number of times to phantom judgments, phantom orders and phantom claims? Have you heard that before?

A. You use that word in your daily lexicon of vocabulary.

Q. ... At any time did you present to the court or to me any substantiation in writing that there exists the \$25,000 award, claim, judgment against me?

A. I believe you were served with copies of every order issued by Referee Diamond.

Q. ... Could you give me a copy of an order issued by anybody against me in favor of A.R. Fuels?

A. I don't have them with me, Mr. Sassower. I did not come here today anticipating that this was an evidentiary hearing.

Q. ... Did you not think it was proper on this claim in view of the fact that there was a contemporaneous motion for summary judgment to come forth with evidence to show His Honor something actually exists? Yes or no?

A. ... The answer is no, I didn't feel I had to bring those with me.

Q. ... Are you saying, Mr. Postel, that you are prepared to show His Honor today or tomorrow something you sent me showing a claim against me by A.R. Fuels for \$25,000?

A. At the next --- at the adjourned date of this hearing, yes, I shall be.

Q. And you didn't bring it today?

A. No, I did not.

Q. Is this document, would you say-- shows \$25,000 against me by A.R. Fuels -- is this document filed in the County Clerk's Office? Yes or no?

A. I believe it is. I believe the order of Judge Diamond assessing fees --

Q. Of twenty-five --

A. (Continuing) --- are filed in the Clerk's Office.

Q. Do you, in your file, have a copy of any order --

THE COURT: Clerk's Office; you mean, County Clerk's Office?

MR. SASSOWER: Right.

THE COURT: Okay.

Q. Do you have in your file a copy of the County Clerk's order which assesses against me \$25,000 in favor of A.R. Fuels? Yes or no?

A. I have copies of all of Judge Diamond's orders.

Q. Filed in the County Clerk's Office?

A. Every order that I think Judge Diamond issued has been filed in the County Clerk's Office.

Q. Do you have an order filed in the County Clerk's Office for \$25,000 against me in favor of A.R. Fuels?

A. I believe I do.

Q. Okay. And you will produce that?

A. I shall.

Q. When was this order rendered in favor of A.R. Fuels against me? Date?

A. To the best of my recollection, it was some time in the spring or summer of 1985. I could be wrong, but that's the best of my recollection. There may have also been one in the fall of '85.

Q. We're talking about \$25,000 and it's the only claim.

A. I think it's cumulative; there's several judgments that add up to \$25,000.

Q. Several --

A. Several assessments.

...

Q. ... were you there when Referee Diamond assessed \$25,000 in favor of A.R. Fuels against me? Where you there?

A. I believe I was.

Q. And who else was there at that time?

A. Referee Diamond.

Q. And who else?

A. Could have been Mr. [Michael J.] Gerstein; could have been Mr. [Donald F.] Schneider, could have been other people from the bank.

Q. Was I there?

A. No, you were not.

...
MR. SASSOWER: Let him send all the proof: Let him send all the proof -- all documentation to the Your Honor and to me. After Your Honor looks at the documentation and you feel that a further herein -- ...
THE COURT: Send in whatever proofs of claim--
MR. SASSOWER: Right.
THE COURT; I'll follow that procedure. Let's see what you have that shows that the orders were entered. Send them in one file; have it delivered and I will set it down meanwhile for a hearing --- a continuation of this hearing. So at least give me an opportunity to look over what he's submitting.
THE WITNESS: Fine, I have no objection.
MR. SASSOWER: 10/1, 2:00 P.M. And when will you send this documentation in?
THE WITNESS: I'll try to get it out by the end of the week --
MR. SASSOWER: Okay. ..."

d. The documentation was never produced instead, as hereinbefore stated, Mr. Postel withdrew the claims.

3a. The law is clear, absent a Court Order or Stipulation of Substitution, one cannot deal or negotiate with an attorney's client (Moustakas v. Bouloukos, 112 A.D.2d 981, 492 N.Y.S.2d 793 [2d Dept.]).

b. In and about July 1985 while I was representing Mr. Hyman Raffe ["Raffe"], Mr. Postel negotiated with, inter alia, Kreindler & Relkin, P.C. ["K&R"] and Feltman, Karesh, Major & Farbman, Esqs. ["FKM&F"], without my permission or consent.

c. In the Stipulation dated November 4, 1985, which was executed by, inter alia, Postel, he concedes that even at that late date, I had not been lawfully discharged or replaced.

d. Such Stipulation, in part, reads as follows:

"3. ... Simultaneously herewith, Raffe shall discharge Sassower, in writing, from representing him in pending Puccini-Related Litigations and deliver to the Receiver a copy of such termination letter with proof of its receipt by Sassower. ...

6. In the event that Sassower (1) fails within fourteen days after the date of this Stipulation to execute an appropriate consent to change attorneys in all Puccini-Related Litigations in which he is attorney of record for Raffe, or (2) commences any new Puccini-Related Litigation or takes any step to continue any pending Puccini-Related Litigation, whether or not such conduct purports to be on behalf of Raffe, Raffe shall take the following steps within fourteen days after each instance of such conduct." [emphasis supplied]

4a. Included in the aforementioned Stipulation was a provision which provided:

"4. Raffe hereby releases and discharges all justices of the New York Supreme Court who have been named as a defendant or a respondent in any action Puccini-Related Litigation, Referee Donald Diamond, Feltman, Karesh, Major & Farbman, Lee Feltman, Esq., individually and as permanent Receiver for Puccini, John I. Karesh, Esq., Martin Major, Esq., David Farbman, Esq., Donald F. Schneider, Esq., Alan Pollack, Esq., Edward Weissman, Esq., Ave Maria Brennan, Esq., Richard C. Giles, Esq., Natalie T. Levy, Esq., Saul K. Gross, Esq., Eugene Dann, Robert Sorrentino, Jerome H. Barr and Citibank, N.A., individually and as executors of the Will of Milton Kaufman, Kreindler & Relkin, P.C., Nachamie, Kirschner, Levine, Spizz & Goldberg, P.C., and all present or former attorneys at the firms who were named as a defendant or a respondent in any Puccini-Related Litigation or who otherwise worked on any such litigation, and their heirs, executors, administrators," [emphasis supplied]

b. Approving such Stipulation, indeed being part of the extortion team, was Referee Donald Diamond, one of the public officials released.

c. The consideration for the above, including the general release executed in favor of Referee Donald Diamond, and approved by him, were the following statements and covenants:

"WHEREAS, the Receiver for Puccini Clothes, Ltd. ('Puccini') has duly commenced a proceeding to punish Hyman Raffe ('Raffe') for contempts of court; and

WHEREAS, Raffe acknowledges the service of the contempt motion; and

WHEREAS, Special Referee Donald Diamond issued a Report, dated July 15, 1985 in which he found that Hyman Raffe has committed seventy-one (71) separate counts of contempt of court; and

WHEREAS, the Receiver for Puccini has made a motion which seeks an Order confirming the Report and punishing Raffe for his contemptuous conduct; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby stipulated and agreed as follows:

14. The Receiver shall withdraw without prejudice his pending motion to punish Raffe for seventy-one separate counts of criminal contempt of court. The Receiver shall not seek to reinstate such motion provided that Raffe fully complies with all his obligations set forth herein. " [emphasis supplied]

5a. I chose to be incarcerated under a mirrored trialess, manifestly unconstitutional, order of Referee Donald Diamond, but Raffe, threatened with incarceration of five (5) years and eleven (11) months, chose, through Postel, to pay extortion monies to K&R and FKM&F.

b. Such extortion monies have already reached two million dollars (\$2,000,000), and with the other considerations given probably exceed five million dollars (\$5,000,000).

c. Payment of monies to private individuals to avoid incarceration for crimes committed is the ultimate anathema, which as stated, was arranged by "Postal-The Bag Man".

6a. Since K&R engineered the massive larceny of Puccini's judicial trust assets, neither Lee Feltman, Esq. ["Feltman"], the court-appointed receiver, nor his law firm, FKM&F, can account, without exposing such larceny, although an accounting is required in every American jurisdiction, where the court appoints a receiver.

b. The public is entitled to know how the judiciary and/or its cronies dispose of judicial trust assets, and in New York such accounting must be rendered "at least once a year" (22 NYCRR §202.52[e]).

c. Consequently, acting in concert with his co-conspirators, Postel agreed that Referee Donald Diamond could enter an Order "approving" a "final accounting" by Feltman, although such accounting does not exist -- it is "phantom".

d. There is no accounting, final or otherwise, annexed to the Order of Referee Donald Diamond, dated October 26, 1988, and if Postel contends otherwise, let him produce same.

e. Postel, is part and parcel of a scheme, for the larceny of judicial trust assets, which alone warrants, if not mandates, disbarment.

f. If there is any doubt about such larceny, there follows a portion of a sworn statement of Feltman of March 5, 1986, when he and K&R had a temporary "falling out".

"[T]hey [Kreindler & Relkin, P.C.] have substantially delayed the dissolution proceeding by impeding discovery sought by the Receiver concerning (i) the amounts that the Kaufman Estate received from Puccini after the Dissolution Order was issued enjoining such payments, and (ii) the books and records of Puccini that appear to be missing. For example, the Kaufman Estate refused to comply with a Subpoena Duces Tecum for eighteen months and remains in default in providing certain discovery despite judicial directives. Moreover, in an effort to block a lawsuit by me as Receiver against the Kaufman Estate to recover for the insolvent Puccini Estate and the payments received and retained by the Kaufman Estate in violation of the Dissolution Order in this proceeding,

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they have adopted the position that my law firm has a conflict of interest and I should retain another firm to prosecute such suit, threatening to delay such required lawsuit by a disqualification motion [emphasis in original]."

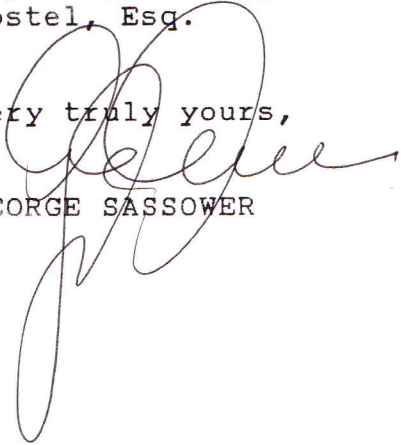
7a. Postel, as well as K&R and FKM&F openly boast that they, with Citibank, N.A., control the judiciary, including Presiding Justice Francis T. Murphy.

b. It has been because of such "control" that these "criminal with law degrees" have thus far acted with impunity.

c. He and his co-conspirators must be given "expeditious" punishment, after being afforded "due process".

8. To expedite a response, a copy of this complaint is being sent directly to Ira Postel, Esq.

Very truly yours,


GEORGE SASSOWER

cc: Ira Postel, Esq.