

EXHIBIT 25

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In Re:

D.A. ELIA CONSTRUCTION CORPORATION,

Case No. 94-10866-K

Debtor.

**RESPONSES TO ELIA'S OBJECTION TO
DAMON & MOREY'S SIXTH AND FINAL FEE APPLICATION**

Damon & Morey LLP ("Damon & Morey") submits this response (the "Response") to the Objections to Damon and Morey's Sixth and Final Fee Application and the Affidavit of David A. Elia, sworn to September 1, 2004 in support thereof (together, the "Objection") filed by Daniel A. and David A. Elia ("Daniel Elia," "David Elia" and, together, the "Elias") on behalf of interest holders¹ in D.A. Elia Construction Corporation (the "Debtor") and in support of the Sixth and Final Fee Application of Damon & Morey LLP for Allowance of Compensation and Reimbursement of Expenses (the "Sixth Fee Application").

THE ELIAS' "BACK-CHARGING CONTRACTORS" MENTALITY

1. In the last decade, David A. and Daniel A. Elia have repeatedly and clearly evidenced their "back-charging contractors" mentality. As this Court can observe from the docket herein, the Elias objected to essentially every proof of claim filed in this case.

2. When the Elias could not object due to a lack of even colorable grounds, they still called on counsel to extract discounts as is discussed below in the section regarding M&T Bank ("M&T").

3. Most relevantly here, no professional fees are paid by the Elias without challenge.

¹ Q.v. below; there are uncorroborated reports that the Debtor has filed tax returns reflecting as its owner L. Andrew Bernheim ("Bernheim").