STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

JOSEPH F. KASPER,

a Judge of the New York City Civil Court,
Queens County.

AGREED
STATEMENT OF FACTS

Subject to the approval of the Commission on Judicial Conduct:

IT IS HEREBY STIPULATED AND AGREED by and between Robert H. Tembeckjian, Administrator and Counsel to the Commission, and the Honorable Joseph F. Kasper ("Respondent"), who is represented in this proceeding by Richard D. Emery of Emery Celli Brinckerhoff Abady Ward & Maazel LLP, that further proceedings are waived and that the Commission shall make its determination upon the following facts and exhibits, which shall constitute the entire record in lieu of a hearing.

1. Respondent was admitted to the practice of law in New York in 1984. He has been a Judge of the New York City Civil Court, Queens County, since 2022.

2. Respondent's term expires on December 31, 2031. However, because he turns 70 years of age in 2026, he will no longer be eligible to serve as a judge after December 31, 2026.

3. Respondent was served with Formal Written Complaints dated January 14, 2025, September 3, 2025, and November 4, 2025. He filed Answers dated April 18, 2025, October 9, 2025, and December 8, 2025, respectively.

As to Charge I

4. After becoming a full-time judge on January 1, 2022, Respondent:

A. Repeatedly engaged in the practice of law for more than two years, notwithstanding that full-time judges are prohibited from practicing law;

B. Was the attorney of record in several matters over which he presided as judge; and

C. Retained control over certain client funds, having failed to disburse all client funds from his attorney escrow accounts prior to taking the bench.

Specifications as to Charge I

Background

Respondent's Association with Sebastian and Michael Mossa

5. Prior to assuming judicial office, Respondent maintained a private law practice in a storefront located at 105-30 Crossbay Boulevard in Ozone Park, New York 11417.

6. The landlord at 105-30 Crossbay Boulevard was Sebastian Mossa, to whom Respondent paid $1,400 a month in rent for his law office space.

7. The landlord's son, Michael Mossa, and Respondent are longtime friends. Mr. Mossa maintained his own law practice in the same storefront space

as Respondent. Although Respondent shared office equipment and occasionally shared cases with Mr. Mossa, the two law practices were unaffiliated and independently operated.

8. Sebastian Mossa and/or the Mossa family also operated an insurance brokerage business in the same storefront space. All three entities – Respondent's law practice, Michael Mossa's law practice, and Sebastian Mossa's insurance business – shared a landline telephone ([redacted]-8122) and a fax number ([redacted] 5314).

9. From January 1, 2022, when he assumed judicial office, to April 1, 2024, Respondent maintained his tenancy at the Crossbay Boulevard law office, for the same monthly rate of $1,400 that he had paid prior to becoming a judge. Through April 2024, Respondent had not vacated his office and owed several months in unpaid rent.

10. After Respondent became a judge, he transferred a number of his cases to Mr. Mossa, who replaced Respondent as the attorney of record in those matters. Had Mr. Mossa been called as a witness at a hearing before the referee, he would have testified that he never familiarized himself with the facts of many of the cases he inherited from Respondent, and that Janice Bar performed most of the substantive work on them, including conducting court appearances. Had he been asked whether he had permitted Ms. Bar to act as an attorney during any such court proceedings, Mr. Mossa would have refused to answer under the self-

incrimination clause of Fifth Amendment to the United States Constitution, as he did when he testified at the Commission during its investigation of this matter.

Respondent's Association with Janice Bar

11. Janice Bar, also known as Emanuela Bar and E. Janice Bar, has worked as a paralegal and clerical assistant for Respondent from 2016 through March 2024. She and Respondent met when they were in their twenties and are close friends. Both have been active over the years in Queens County Republican Party matters.

12. In the 1990s, Respondent and Ms. Bar served as Republican Party co-district leaders in the 31st Assembly District of Queens County. (At present, Ms. Bar and Respondent's son serve as the co-district leaders.) Ms. Bar assisted Respondent in his numerous campaigns for judicial office beginning in the 1990s.

13. In 2016, following a jury trial in New York County, Ms. Bar was convicted of two felonies: Forgery in the Second Degree and Making an Apparently Sworn False Statement in the First Degree. Respondent assisted Ms. Bar with her appeal from those convictions, which were upheld.

14. Prior to and after assuming judicial office, Respondent was registered as an e-filer on the New York State Courts Electronic Filing system ("NYSCEF"). Respondent's NYSCEF User Identification ("ID") is "Kasper, J."

15. Prior to and after assuming judicial office, Respondent failed to supervise Ms. Bar's actions of e-filing documents on NYSCEF. Ms. Bar was the

primary user of Respondent's NYSCEF account, which Respondent never used himself. Respondent pre-approved and/or subsequently authorized every document Ms. Bar filed using Respondent's NYSCEF account.

16. Ms. Bar also notarized documents in cases in which Respondent was the attorney of record, notwithstanding the prohibition against the appointment of persons convicted of a criminal offense as notaries public, as set forth in New York Executive Law Section 130.

17. Prior to and after assuming judicial office, until April 2024, Respondent paid Ms. Bar approximately $600 a week for the work she performed in connection with his law practice.

18. Prior to and after assuming judicial office, Respondent authorized Ms. Bar to use her personal cell phone number ([redacted]-2179) in connection with his law practice, so as to facilitate her communications on his behalf with clients, opposing counsel, court staff, and others.

19. Prior to and after assuming judicial office, Respondent maintained the email address, "thejklawoffice@[redacted]," in connection with his law practice. Respondent authorized Ms. Bar to act as his agent for purposes of receiving and sending email correspondence associated with the law practice and that email account. Ms. Bar was the primary user of the law office email account. She monitored the office email, printed out email correspondence for Respondent's review, and drafted and sent emails at his direction.

20. After Respondent was elected to judicial office, he asked Ms. Bar to help him close out his law practice. He continued to pay her approximately $600 per week.

21. After Respondent was elected to judicial office, Ms. Bar used the email address "thejklawoffice[redacted]" to send at least 37 emails to Respondent's personal email address, "joekasper1981@[redacted]." Copies of these emails are appended as Exhibits A1 – A37. At least 10 of those emails concerned open matters for which either she or Respondent were involved in legal work. *See* Exhibits A1 – A10. Among the emails were:

A. An email attaching a deed in, *A[redacted] v S[redacted]*, asking Respondent to make changes to it (Exhibit A1);

B. An email advising Respondent that a new conference that had been scheduled in *NYCTL 2019-A Trust et al. v Columbus Club of South Ozone Park et al.* (Exhibit A2);

C. An email containing correspondence in *A[redacted] v S[redacted]* (Exhibit A3);

D. Three emails containing case updates, an unexecuted agreement, and Ms. Bar's client correspondence in *U[redacted] v U[redacted]*, an open matter (Exhibits A4, A5 and A6);

E. Three emails containing the current version of the settlement agreement and Ms. Bar's correspondence with opposing counsel in the ongoing matter of *Lopez v Puri* (Exhibits A7, A8 and A9); and

F. An email informing Respondent of an entry of judgment in *HSBC Bank v Andres Gallo et al.* (Exhibit A10).

22. Once Respondent assumed judicial office, his NYSCEF profile was modified to reflect his judicial title and the address of the criminal courthouse in Queens to which he had been assigned: 125-01 Queens Boulevard, Kew Gardens.

Respondent's Residences

23. At all relevant times, Respondent owned and received rental income from a two-family house located in South Ozone Park, New York. He also had partial ownership of another house in South Ozone Park that belonged to his late mother. Respondent and his wife live at a third residence in another part of Queens.

Respondent's Association with Joseph Cullina

24. Respondent and Joseph Cullina are longtime friends. Prior to becoming a judge, Respondent hired Mr. Cullina as his clerk/bookkeeper. Respondent paid Mr. Cullina a salary of $350 a week.

25. At all relevant times, Mr. Cullina resided at the home in South Ozone Park that had belonged to Respondent's late mother, and Mr. Cullina was the property caretaker, residing there rent-free.

26. After Respondent assumed judicial office, Mr. Cullina continued to work for Respondent in the Crossbay Boulevard office. Through October 2023, Respondent continued to pay Mr. Cullina a salary of $350 a month.

Respondent's Continued Practice of Law Following his Election to Supreme Court

NYCTL 2019-A Trust et al. v Columbus Club of South Ozone Park et al.

27. Prior to assuming judicial office, Respondent represented Columbus Club of South Ozone Park, the defendant in a tax lien foreclosure matter, *NYCTL 2019-A Trust et al. v Columbus Club of South Ozone Park et al.* ("*NYCTL*").

28. On December 15, 2021, Respondent telephoned the plaintiff trust's attorney, Leonid Krechmer, of Bronster LLP. Respondent said he represented the defendant, Columbus Club, that he had recently become a judge, and that as a member of the organization, he was trying to "help them out" and resolve the matter.

29. On March 2, 2022, Respondent called Mr. Krechmer to request an adjournment in connection with a motion for summary judgment. Mr. Krechmer agreed to a two-week adjournment.

30. On March 10, 2022, Respondent called New York City Civil Court Judge and Acting Supreme Court Justice Sally Unger for the purpose of requesting an adjournment in the *NYCTL* matter. Respondent spoke to Judge Unger's principal court attorney, Beverly George. He identified himself as Joseph Kasper and said, "I represent the defendant on this matter." He said that they had submitted a request for an adjournment, and that he just wanted to make sure the request had not been missed as it was important that the matter be adjourned. He

further stated that both sides were working on the matter, and that he anticipated a resolution before the next court appearance.

31. On March 10, 2022, Court Attorney-Referee Daniel S. Gordon presided over the first of three virtual settlement conferences in the *NYCTL* matter. Respondent appeared at the March 10 settlement conference on behalf of the defendant Columbus Club. Mr. Krechmer's colleague, attorney Josef F. Abt, appeared on behalf of the plaintiff. Respondent said he could no longer represent the defendant because he had been elected as a judge. He said that he was appearing *pro se* as a member of the Columbus Club and not as the attorney of record, and that he was requesting an adjournment so he could help the club find new counsel.

32. Mr. Gordon completed a conference form, which reflected the appearances for the parties, the lien information, and the outcome of the conference. He adjourned the matter to June 9, 2022. The conference form was sent to Respondent's and Mr. Abt's law office email addresses. A copy of the conference form is appended as Exhibit A38.

33. On May 24, 2022, Respondent called Mr. Krechmer to obtain his consent for another adjournment.

34. On May 26, 2022, Respondent called Judge Unger's court attorney to request an adjournment and again spoke to Ms. George. He identified himself as Joseph Kasper and said that represented the defendant in connection with the

Columbus Club tax lien foreclosure matter. He said that the Columbus Club was a party to the action and the long-time owner of the subject property. He asked for a long adjournment, stating that the parties were working on a possible resolution of the matter. Respondent also said, in words or substance, "Judge Unger knows me."

35. On June 9, 2022, Respondent appeared for a second virtual telephone conference in *NYCTL* before Mr. Gordon. Mr. Abt appeared on behalf of the plaintiff. Respondent said that two volunteer attorneys would be assisting the Columbus Club.

36. Mr. Gordon adjourned the matter to July 28, 2022. He prepared a conference form, which was sent to Respondent's and Mr. Abt's law office email addresses. A copy of the conference form is appended as Exhibit A39.

37. On July 28, 2022, Respondent appeared for a third settlement conference before Mr. Gordon. Respondent said that the Columbus Club had authorized him to negotiate the terms of a resolution: 25 percent down payment and a three-year payoff. Respondent further stated that William Shanahan was the new incoming attorney for the Columbus Club. Mr. Shanahan, who was on the call, confirmed that he was the incoming attorney.

38. Mr. Gordon directed Mr. Shanahan to file a Notice of Appearance and Consent to Change Attorney. When the parties were unable to reach a

settlement, Mr. Gordon released the case from the settlement conference part by Order dated July 28, 2022. A copy of the Order is appended as Exhibit A40.

39. On October 11, 2022, Ms. Bar e-filed a Notice of Appearance for Mr. Shanahan on NYSCEF using Respondent's NYSCEF User ID. As of March 2024, there was no record on NYSCEF showing that a Consent to Change Attorney substituting Mr. Shanahan for Respondent had been filed. A copy of the NYSCEF document list is appended as Exhibit A41.

Victor Lopez v Sharan K. Puri, et al.

40. Prior to becoming a judge, Respondent represented the defendant, Sharan K. Puri, in *Victor Lopez v Sharan K. Puri, et al.* ("*Lopez*"), a wage dispute, filed in U.S. District Court, Eastern District of New York. The plaintiff was represented by Mohammed Gangat.

41. Once Respondent was elected to his judgeship, he spoke to Mr. Puri over the phone and said that he would be unable to represent Mr. Puri going forward. Mr. Puri expressed concerns that hiring another lawyer would be very expensive, and Respondent replied that "his paralegal, Janice, will be wrapping up" the case because it "was almost at the settlement point."

42. After Respondent became a judge on January 1, 2022, Respondent and Ms. Bar continued to perform legal work on the *Lopez* matter. Respondent, and Ms. Bar at Respondent's direction, provided advice to Mr. Puri, appeared at court conferences, and negotiated a settlement agreement on his behalf.

43. On October 12, 2022, Mr. Puri sent the following email, addressed to Respondent, to Respondent's law office email address:

> Dear Mr. Kasper, Please find two new documents updated in pacermonitor [1] [*sic*]. PLease [*sic*] advise if any action is needed or you are doing the needful.

Attached to the email was a Memorandum Decision and Order by U.S. District Court Judge Ann M. Donnelly dated September 19, 2022, and a letter dated October 10, 2022, from Mr. Gangat to U.S. District Court Judge Marcia M. Henry, requesting a conference to discuss discovery and set a new discovery schedule. Copies of the email and attachments are appended as Exhibit A42.

44. After reviewing a printout of the email and attachments, Respondent called Mr. Puri. They discussed Judge Donnelly's dismissal of the case against defendant Metropolitan Wireless BK121, Inc.

45. On October 31, 2022, Mr. Gangat sent draft settlement documents to Respondent's law office account in an email addressed to "Counsel." On November 13, 2022, Mr. Gangat sent another email to Respondent's law office account, stating, "Counsel, are we doing a settlement? I have not heard from you. If we are not settling, I'll stop following up. But please let me know." That day, in response, an unsigned email was sent from Respondent's law office account. It stated:

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[1] The Public Access to Court Electronic Records ("PACER") service, provides electronic access to federal court records.

> Mt. Gangat [*sic*] Goof [*sic*] morning, Mr. Kasper is in the hospital. If all goes well, He should be home by the End of next week. Best regatds [*sic*].

Mr. Gangat replied "Thanks for letting me know. Hope everything is OK." A copy of the email is appended as Exhibit A43.

46. On November 25, 2022, Mr. Puri sent the following email to Respondent's law office email address:

> Dear Mr. Kasper, Lopez Vs [*sic*] Puri Pacer Update attached. Conference call on status with judge and other attorney on Monday November 28th, 2022 at 2:00PM. Please do the needful & advise.

Respondent discussed the *Lopez* matter with Mr. Puri. Copies of the email and Pacer attachment are appended as Exhibit A44.

47. On November 28, 2022, Respondent and Ms. Bar appeared for a telephone status conference hearing before Judge Henry. The matter had been pending before Judge Henry since 2021. During the conference, Respondent advised the court that he had become a judge. A copy of the November 28 transcript is appended as Exhibit A45.

48. Upon learning that Respondent assumed judicial office in January 2022, Judge Henry replied, "Oh, okay. And all right, well, no one alerted to me [*sic*] that. But okay, the case was pending during that time."

49. When Mr. Gangat and Judge Henry expressed concerns that a resolution of the matter would require the involvement of a defense attorney,

Respondent replied, in words or substance, that it would not be a good result if the defendant had to engage new counsel at a cost of several thousand dollars for a matter that had essentially settled months ago. Respondent said that he would try to arrange the involvement of another attorney who was admitted to the Eastern District and had taken over a number of matters in his practice. Judge Henry told Respondent, in words or substance, that he should advise her by letter if the other attorney planned to be involved, and that it would be helpful if the attorney could file a Notice of Appearance.

50. On January 2, 2023, Mr. Gangat sent an email to Respondent stating, "Joe, You were going to send me the contact information for Mr. Puri. Please send asap." Respondent responded in a January 5, 2023, email, providing Mr. Puri's contact information and stating, "but kindly be reminded you just had to add the tax indemnity language to indemnify Mr. Puri, he had otherwise agreed to the STIPULATION terms." Copies of these emails are appended as Exhibit A46.

51. In the end of January 2023, Respondent and/or Ms. Bar continued to engaged in settlement negotiations on behalf of Mr. Puri.

52. On February 2, 2023, Mr. Puri sent an email from his business email ("metrobk@[redacted]") to Respondent's personal email address ("joekasper1981@[redacted]") concerning a scheduling order update on PACER. The scheduling order directed Plaintiff's counsel and Mr. Puri to appear on March

17, 2023, for a telephone status conference. A copy of the email is appended as Exhibit A47.

53. On February 25, 2023, Mr. Gangat sent an email to Respondent indicating that the current version of the settlement agreement was not acceptable, would likely be rejected by the court, and contained provisions that a prior version did not. A copy of the email is appended as Exhibit A48. Mr. Puri understood that to mean that the settlement agreement was still being negotiated, which in fact was true.

54. On March 10, 2023, Respondent or Ms. Bar sent an email to Mr. Gangat requesting that he "send a new settlement stipulation without the confidentiality clause." Mr. Gangat sent the following reply:

> See attached.
>
> If you need some other language or version you need to send it to me. I'm really done trying to negotiate the terms of a settlement with you.
>
> Please try to understand, that about once per week for the past 5 months I am on calls and emails addressing this case.
>
> I simply do not have the time or resources to continue to try to draft agreement [*sic*] and offers that work for your situation.
>
> I'm sorry.

A copy of the email is appended as Exhibit A49.

55. On March 14, 2023, Mr. Puri received an email from Respondent's law office email account containing an updated settlement agreement with

Respondent's handwritten changes. Mr. Puri signed this altered version of the agreement. A copy of the email is appended as Exhibit A50.

56. On March 17, 2023, Mr. Gangat represented Mr. Lopez in a settlement conference as to the *Lopez* matter. Hon. Marcia M. Henry had Mr. Puri confirm that he wanted to settle on terms that had been broadly outlined in the current settlement agreement, which the judge noted Mr. Puri could do without an attorney.

57. Following the conference, Mr. Gangat sent settlement documents to Mr. Puri to sign, and Mr. Puri told Mr. Gangat to send them to Respondent. When Respondent received the documents, he spoke to Mr. Gangat and attempted to further negotiate the agreement, pointing out deficiencies in the current draft and indicating certain provisions that he felt needed to be added. However, because Respondent had indicated that he no longer represented Mr. Puri, Mr. Gangat did not feel that he could negotiate the terms of the agreement with Respondent.

58. In July 2023, Mr. Puri signed the settlement agreement and the matter was resolved. The Stipulation of dismissal, dated July 25, 2023, is included with Commission Counsel's discovery transmission. In December 2023, in addition to the fees that Mr. Puri already paid Respondent, Mr. Puri sent, and Respondent received, a bank payment of $1,000 via Zelle for Respondent's work on *Lopez*, pursuant to the original retainer. A copy of the proof of payment is appended as Exhibit A51.

J[redacted] A[redacted] v K[redacted] S[redacted]

59. Prior to becoming a judge, Respondent represented the plaintiff, J[redacted] A[redacted], in an uncontested matrimonial matter, *J[redacted] A[redacted] v K[redacted] S[redacted]* ("A. v. S."). The defendant was represented by Pat Pitchayan.

60. On August 24, 2022, Ms. Bar sent an email from "thejklawoffice@[redacted]" to Respondent's personal email address, "joekasper1981@[redacted]," with an attachment containing a deed related to this matter. In the body of the email, Ms. Bar told Respondent that she was not going to take further action in the case "until you make the changes cuz it's very difficult to do so[.]" A copy of the email is appended as Exhibit A1.

61. In October 2022, Respondent signed a Notice of Settlement with a Proposed Judgment of Divorce in A. v. S.. Both documents were dated October 11, 2022. The signature blocks identified Respondent as "Attorney for Plaintiff," and included his law office address, Ms. Bar's cell phone number, and Respondent's law office email address. Copies of the documents are appended as Exhibit A52.

Citibank v Christine Waszczenko

62. Prior to becoming a judge, Respondent represented the defendant, Christine Waszczenko, in *Citibank v Christine Waszczenko* ("*Citibank*"), a consumer debt case.

63. On August 21, 2023, the *Citibank* matter came before Respondent in Civil Court, Queens County, where he was presiding, as a result of the court's assignment rotation system. At the time, Respondent was still the attorney of record in the case. Respondent took no judicial action on the matter, which was adjourned to October 2, 2023.

64. On October 2, 2023, Respondent, Mr. Mossa, and Ms. Waszczenko signed a Consent to Change Attorney, with Mr. Mossa as the incoming attorney and Respondent as the outgoing attorney. The paperwork was filed in Civil Court, Queens County, on October 3, 2023. A copy of the Consent to Change Attorney is appended to the first FWC as Exhibit 11. Mr. Mossa filed a Notice of Appearance that same day. A copy of the Notice of Appearance is appended as Exhibit A53.

65. On January 8, 2024, the matter again came before Respondent in Civil Court, Queens County, where he was presiding, again due to the court's assignment rotation system. Respondent took no judicial action on the matter, which was adjourned to April 1, 2024.

66. As of February 29, 2024, Respondent was still the attorney of record in six cases: (1) *Fida Mohammed v City of New York* (Index No. 706725/2020); (2) *Manjinder Singh v City of New York* (Index No. 717302/2020); (3) *Administration, Estate of Cecilia Boodhoo* (Index No. 3804A/2020); (4) *Ricardo Singh v 307 Jamaica Avenue* (Index No. 001757/2019); (5) *B[redacted] v B[redacted]*

(Index No. [redacted]); and (6) *Camara v City of New York* (Index No. 703910/2020).

A[redacted] A[redacted] v W[redacted] S[redacted]

67. Prior to assuming judicial office, Respondent represented A[redacted] A[redacted], the plaintiff in an uncontested matrimonial matter, in *A[redacted] A[redacted] v W[redacted] S[redacted] ("A[redacted]")*. The agreed-upon fee was $2,500, and Ms. A[redacted] paid Respondent $1,500 up front. The defendant was self-represented.

68. On February 18, 2022, Ms. A[redacted] emailed Respondent and inquired as to why her divorce was taking so long to be finalized. Ms. A[redacted] offered to pay Respondent the remaining $1,000 balance that she owed him as part of her initial retainer, which she signed in 2017. A copy of the email is appended as Exhibit A54.

69. Thereafter, the two discussed the matter over the phone. Ms. A[redacted] told Respondent that she wanted her divorce finalized, and that she would pay him the remaining $1,000 at that time. Respondent, in turn, told Ms. A[redacted] that she had to pay him the $1,000 first, or he would not complete her divorce. Respondent instructed Ms. A[redacted] to come to his office with $1,000 in cash. Wanting her divorce to be finalized above all else, Ms. A[redacted] relented.

70. On March 28, 2022, Ms. A[redacted] met Respondent at the Crossbay Boulevard office and gave him $1,000 in cash. In exchange, Respondent gave Ms. A[redacted] a signed, handwritten note in which he acknowledged receipt of the

payment "for and as part of original retainer for matrimonial action," and stating that "the Offices of Michael Mossa and Associates as a courtesy will complete the filing of an amended Judgment of Divorce as soon as possible." A copy of the note is appended as Exhibit A55.

71. On October 19, 2022, a conference was held in Queens County Supreme Court, Part 51, in the *A* [redacted] matter. Prior to the appearance, Ms. A [redacted] texted Respondent and asked, in sum and substance, which court she needed to go to. Respondent replied with a text message instructing Ms. A [redacted] to appear at Queens County Supreme Court, Part 51 at 10:00 AM and provided her with the address. Ms. A [redacted] then texted Respondent, "Please don't forget the lawyer." Respondent replied, "Am guaranteeing You will have capable representation no knowing your case."[2] A copy of the text messages is appended as Exhibit A56.

72. On May 4, 2023, an inquest was held in Queens County Supreme Court in the *A* [redacted] matter. When the court session began, Ms. A [redacted] was in the court part without counsel present. She sent Respondent a text message stating, "They just call us To go inside." The following text exchange occurred:

Respondent: Tell them the attorney will be there shortly

Ms. A [redacted]: I just did I don't see her Or the lawyer It's 2:34

Respondent: They are both minutes away

[2] The text messages in this document are quoted here as they appear in the exhibits without being corrected for spelling or grammar.

Ms. A[redacted]: Please

Respondent: I am in front of the courthouse Janices parking she'll be right up

Ms. A[redacted]: And the lawyer? 2:45. I'm sorry but this is unacceptable

Respondent: Janice is in the building will be right there
Is Janice with you

A copy of the text messages is appended as Exhibit A57.

73. On November 28, 2023, Ms. A[redacted] – whose divorce case was still pending – texted Respondent and said, "Can you please call me and let me know what happened with the divorce . . . ." Respondent replied, "Sorry it's taking so long. I will inquire tomorrow." A copy of the text messages is appended as Exhibit A58.

Respondent's Failure to Disburse Client Funds

74. As of April 1, 2024, Respondent had approximately $17,200 remaining in his two attorney escrow accounts: an (1) Interest-on-Lawyer Account ending in 5162 ("IOLA") and an (2) escrow management account ending in 9248 ("Management").

75. Respondent did not disburse funds that were held in his IOLA account for Ena Shewmangal in connection with Cecelia Boodhoo's estate until Mr. Mossa, on Respondent's behalf, issued a check dated April 20, 2024, payable

to Ms. Shewmangal, in the sum of $7,460.87. A copy of the check is appended as Exhibit A59.

76. Respondent did not disburse funds that were held in his IOLA account for Philip and Catherine Vetrano in connection with the sale of real property until Mr. Mossa, on Respondent's behalf, issued a check dated April 20, 2024, payable to the Vetranos, in the sum of $995.30. A copy of the check is appended as Exhibit A60.

77. Respondent did not disburse funds that were held in his Management account for William Hugel until Mr. Mossa, on Respondent's behalf, issued a cashier's check dated April 22, 2024, payable to Mr. Hugel, in the sum of $1,206.02. A copy of the check is appended as Exhibit A61.

78. As of April 23, 2024, Respondent was unable to account for $7,540 remaining in his IOLA account.

As to Charge II

79. From January 1, 2022, to April 2024, Respondent did not adequately supervise Janice Bar as she continued to perform legal services for clients who had retained Respondent as an attorney prior to his election, insofar as Respondent knew or should have known that Ms. Bar was practicing law and/or performing legal work for such clients, notwithstanding that Ms. Bar was not and is not licensed to practice law. Further, upon becoming aware that Ms. Bar had impersonated an attorney in court on at least one occasion, Respondent took no

steps to address the matter, and he did nothing to prohibit her ongoing legal representation.

Specifications as to Charge II

80. The facts alleged in paragraphs 11-22 are incorporated by reference.

81. For more than two years after Respondent assumed judicial office in January 2022, Ms. Bar continued to work in Respondent's law office, in which capacity she *inter alia* communicated with court staff, clients and opposing counsel, filed court documents, and appeared at court conferences.

82. During the same time period, Respondent permitted Ms. Bar to attend and/or participate in hearings, settlement discussions and/or other court appearances or proceedings. Respondent understood that when Ms. Bar attended court proceedings in this capacity, she would be performing tasks typically performed by a lawyer.

83. During the same time period, Ms. Bar used Respondent's law office email account, "thejklawoffice@[redacted]," to send 37 emails to Respondent's personal email address, "joekasper1981@[redacted]." At least 10 of those emails contained and/or forwarded information about Respondent's former cases that Ms. Bar continued to work on (*see* Paragraph 21, *supra*), and all of them contained an email signature that read, "Janice Bar, Attorney at Law," above an image of the scales of justice, the address of the Crossbay Boulevard office, and Ms. Bar's

personal cell phone number. Respondent received and read those emails. Copies of the emails are appended as Exhibits A1-A37.

A[redacted] A[redacted] v W[redacted] S[redacted]

84. Prior to assuming judicial office, Respondent represented A[redacted] A[redacted], the plaintiff in an uncontested matrimonial matter, *A[redacted] A[redacted] v W[redacted] S[redacted]*. Paragraphs 67-73 are hereby incorporated herein by reference.

85. On May 4, 2023, an inquest was held in Queens County Supreme Court in the *A[redacted]* matter.

86. When Ms. A[redacted] found herself being called into the courtroom without a lawyer present, she texted Respondent who replied *inter alia*, "I am in front of the courthouse Janices parking she'll be right up," and "Janice is in the building will be right there." *See* Exhibit A57 to the supplemental FWC. Respondent's references to "Janice" in the text message exchange indicated Janice Bar.

87. The certified transcript of the proceeding that ensued shows that the *A[redacted]* matter was called into the record, and both Michael Mossa and Janice Bar identified themselves as attorneys appearing on behalf of the plaintiff. In fact, the caption on the first page reads:

> Michael Moser [*sic*], Esq.
> Janice Bar, Esq.
> Attorneys of the Plaintiff
> 105-30 Crossbay Boulevard
> Ozone Park, NY 11417

Moreover, after the clerk called the case and said, "Counsels, your appearance," Ms. Bar announced, "Janice Bar, 105-30 Crossbay Boulevard Ozone Park, NY 11417. A copy of the May 4 transcript is appended as Exhibit A62.

88. Ms. A[redacted] was sworn in as a witness, and the Court stated, "Counsel, you may start with the questions." At that point, Ms. Bar proceeded to conduct an extensive examination of Ms. A[redacted]. At the conclusion of the examination, the Court inquired as to whether Ms. A[redacted] was satisfied with her attorney, then thanked "the attorneys" for their help. When the defendant inquired as to whether a copy of the judgment would be mailed to him, Ms. Bar stated that she "could forward it" to him, at which point the Court told the defendant that "Plaintiff's attorney will forward it to you."

89. Following the court appearance, Respondent and Ms. Bar spoke via telephone. Ms. Bar told Respondent that Mr. Mossa was present but did not participate during the proceeding, and that Ms. Bar conducted the examination herself. Respondent replied, in words or substance, "It's a good thing you were there." Respondent took no steps to address the fact that Ms. Bar had impersonated an attorney in court.

Victor Lopez v Sharan K. Puri, et al.

90. The facts alleged in paragraphs 40-58 are incorporated by reference.

91. During the course of this matter, Mr. Puri sent a number of emails to Respondent's law office email address, "thejklawoffice@[redacted]." From 2022 onward, though Mr. Puri addressed all emails to Respondent, Mr. Puri understood that he was in fact communicating with Ms. Bar, and that Ms. Bar would be the one to respond. At all times during the pendency of his case, Mr. Puri believed that he was represented by Respondent, his law office, and/or Janice Bar.

92. On January 27, 2023, Ms. Bar sent Mr. Puri an unsigned Settlement Agreement and Release by email, signed "Joe," from Respondent's law office email account. Copies of the email and Settlement Agreement are appended as Exhibit A63.

93. After receiving this email, Mr. Puri called Ms. Bar and spoke with her about the matter. Mr. Puri raised a number of concerns, and Ms. Bar told him that she would take his concerns to opposing counsel and attempt to resolve them.

94. Later that day, Mr. Puri sent a signed Settlement Agreement and Release by email to "thejklawoffice@[redacted]," addressed to "Mr. Kasper." Copies of the email and Settlement Agreement and Release are appended as Exhibit A64.

95. On February 2, 2023, Mr. Puri sent an email from his business email address to Respondent's personal email address, "joekasper1981@[redacted]," advising him of a telephone status conference on March 17, 2023, before U.S.

District Court Judge Marcia M. Henry. A copy of the email is appended as Exhibit A65.

96. On February 3, 2023, Ms. Bar used Respondent's law office email account to send an email Mr. Gangat, which stated, "Good afternoon, I just wanted to let you know that Joe Kasper is trying to reach you [*sic*] Could you please contact him. The email was signed "Janice Bar, Attorneys at Law." A copy of the email is appended as Exhibit A66.

97. On February 9, 2023, Ms. Bar sent Mr. Puri an updated Settlement Agreement by email from Respondent's law office email account. The body of the email stated:

> Good morning, Attached please find the updated Settlement Agreement. If you have any questions, please do not hesitate to contact me.

The signature block included the words "Attorneys at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Copies of the email and attachment are appended as Exhibit A67.

98. On February 23, 2023, Ms. Bar sent Mr. Puri an email that she had sent to opposing counsel in the *Lopez* matter. The email referred to a confidentiality agreement and indemnification regarding taxes. Copies of the email and attachment are appended as Exhibit A48. Indemnification is a legal term that Mr. Puri did not understand, and he had no familiarity or expertise with confidentiality agreements; he hired a lawyer in the first place because of issues

like these. Mr. Puri subsequently discussed these issues with Ms. Bar. At no point did Mr. Puri discuss these issues with Respondent.

99. On February 25, 2023, Ms. Bar sent Mr. Puri an email from Respondent's law office email account, forwarding previous email exchanges "between the other attorney and us." The forwarded emails were:

A. An undated email sent by Ms. Bar from Respondent's law office email account to Mr. Gangat:

> Good morning, Mohammed, Attached please find the executed Settlement Agreement.

B. A February 10, 2023, email reply from Mr. Gangat:

> The Court will likely reject the agreement. This is not the one I sent. This one has a confidentiality agreement. Attached is the one I sent. He should sign this one so we can be done with this.

C. A February 13, 2023, email that Mr. Gangat sent to Respondent's law office email address:

> Reminder, I am not submitting the agreement you sent me for approval. I dont [*sic*] where that agreement came from or why you would think I can submit that to the Court.

D. A February 23, 2023, email that Ms. Bar sent from Respondent's law office email account to Mr. Gangat:

> We are in receipt of your email. It is equally our intensions [*sic*] to close this out expeditiously but the revised Stipulation we sent you contained no new language, simply a combination of the original proposed Stipulation you sent and the 2nd one. We understand some of the differences are due to how you plan to present it to the Court but your original proposed Stipulation contained a confidentiality agreement. The only thing Defendants had asked to revise

> from the first proposed Stipulation, [*sic*] was to add an indemnification regarding taxes. If deleting the confidentiality agreement portion of it gets this done, that's okay, but your 2nd proposed Agreement deleted c0-Defendant [*sic*] Floraisin [*sic*]. Why would Mr. Puri release checks he has already drawn up, of which we sent you a copy of, if you aren't also releasing his company, like your first Stipulation did? Let's get this done. We look forward to hearing from you.

E. A subsequent February 23, 2023, email sent by Mr. Gangat that responded to Ms. Bar, was addressed to "Counsel," and explained "why the settlement agreement was revised to eliminate confidentiality and the general release."

A copy of Ms. Bar's email to Mr. Puri, with previous email exchanges, is appended Exhibit A48.

100. Based on this email, Mr. Puri again spoke to Ms. Bar, and Ms. Bar explained that the prior settlement agreement she had sent to opposing counsel was not acceptable. Mr. Puri emphasized to Ms. Bar that he needed to get the matter resolved as quickly as possible, "whatever has to be done."

101. On March 14, 2023, Ms. Bar sent the following email from Respondent's law office email account to Mr. Puri:

> Good morning, Attached please find the updated Agreement. Please sign and return to me. If you have any questions, please contact me.

The signature block included the words, "Attorney at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Attached to the email was a document titled "Settlement Agreement and Release,"

marked up in Respondent's handwriting. Copies of the email and Settlement Agreement and Release are appended as Exhibit A50.

102. About an hour later, Mr. Puri sent the following reply from his business email address to Respondent's personal email account, with a copy to his law office email account:

> Dear Mr. Kasper, As per our conversation, please find attached the signed documents with the copies of the checks. Thanks! Sharan Puri

A copy of the email is appended as Exhibit A68.

103. A court telephone status conference in *Lopez* was scheduled for the morning of March 17, 2023, with Judge Henry presiding. A few minutes before the conference was scheduled to begin, Ms. Bar sent Mr. Puri an email from Respondent's law office email account, dated March 17, 2023, at 9:43 AM, forwarding an email she had sent to Mr. Gangat the evening before:

> I am going to submit the agreement for court approval tonight or first thing tomorrow. I will tell the Court tomorrow at the conference that we have settled the matter and are seeking court approval of the settlement agreement [*sic*]

The signature block included the words, "Attorney at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A69.

104. That same morning, at Respondent's direction, Ms. Bar appeared on behalf of Mr. Puri for the telephone status conference. Mr. Puri understood that

Ms. Bar represented him at the proceeding. Attorney Owen Keough, and later Mr. Gangat, appeared for the plaintiff. Ms. Bar placed her appearance on the record by stating, "This is Janice Bar from the office, previous office of Joseph Kasper for the Defendants." When Judge Henry asked Ms. Bar to enter a Notice of Appearance since she was going to be representing Mr. Puri, she replied, "Okay, so I'll send one in." A copy of the March 17 transcript is appended as Exhibit A70.

105. During the conference, Judge Henry asked, "Ms. Bar, this is a more basic question, but I'm assuming that you're also admitted to practice in the Eastern District?" Ms. Bar replied, "No, I actually just came through City [*sic*] to listen to what [*sic*] going back and forth, because we thought we had a settlement agreement and everything was going to be sent in and settled." At no time during the conference did Ms. Bar inform the Court or opposing counsel that she was not an attorney. Mr. Gangat was unclear as to whether Ms. Bar was an attorney, but at certain points during the conference, he observed that she appeared to act as one.

106. When Ms. Bar acknowledged that she was still monitoring Respondent's law office email inbox, Judge Henry stated that the scheduling order for the April 13th conference would be sent to the email address on the docket.

107. On April 13, 2023, a settlement conference was held in the *Lopez* matter, during which a motion for settlement approval was before the court. Ms.

Bar appeared as "unadmitted counsel" for the purpose of, as the judge described it, "assisting Mr. Puri with bringing this case to resolution." The judge permitted Ms. Bar to appear being that "counsel of record, Mr. Kasper, has since become a judge . . . and therefore would not able to continue to with representation of Mr. Puri." Mr. Gangat had no objection. A copy of the April 13 transcript of is appended as Exhibit A71.

108. In analyzing whether the settlement was part of "arm's length bargaining," the court asked Mr. Gangat if there was "an exchange of proposals and counterproposals" prior to reaching the agreement, to which he answered in the affirmative. When the court asked Mr. Gangat who he exchanged proposals with, he replied, "All exchanges were with Mr. Kasper." The following exchange then took place:

> COURT: With Mr. Kasper. Okay. So it was with counsel before he was no longer with the case. Ms. Barr [*sic*], were you involved towards the tail end here in assisting with some of these negotiations?
>
> MS. BARR [*sic*]: Very little on my end.
>
> THE COURT: Okay. What was your role then, Ms. Barr [*sic*]?
>
> MS. BARR [*sic*]: Well, I read the settlement agreement, and I spoke to Mr. Kasper about it when we were doing it -- while he was doing it.

The court then preliminarily granted the motion for a settlement. Ms. Bar stated she had nothing to raise before the court and confirmed that she continued to monitor Respondent's email inbox.

109. On May 10, 2023, Ms. Bar emailed Mr. Puri an IRS Form W9, Request for Taxpayer Identification Number and Certification, dated May 5, 2023, pertaining to the defendant, Victor Lopez. The email was sent from Respondent's law office email account. The signature block included the words, "Attorneys at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Copies of email and tax form are appended as Exhibit A72.

110. On May 24, 2023, Ms. Bar emailed Mr. Puri an IRS Form W4, Employee Withholding Certificate, dated May 5, 2023, pertaining to Mr. Lopez. The email was sent from Respondent's law office email account. The signature block included the words, "Attorneys at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Copies of the email and tax form are appended as Exhibit A73.

111. On June 15, 2023, Ms. Bar sent the following email from Respondent's law office email account to Mr. Puri:

> Please [*sic*] attached Stipulation. It is for the settlement, withdrawal, and dismissal of the lawsuit against you and your company. Please sign it, and return to me. If you need to, please feel free to speak with Joe.

The email was signed "Janice Bar." The signature block below her name included the words "Attorneys at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Similarly, in the Stipulation of Dismissal, the signature block for Mr. Puri included Respondent's law office address, Ms. Bar's cell phone number, and Respondent's law office email address. Copies of the email and Stipulation of Dismissal are appended as Exhibit A74.

112. On July 7, 2023, Ms. Bar sent the following email from Respondent's law office email account to Mr. Puri:

> Could you please sign the attached stipulation of dismissal. There is nothing wrong with it. is [*sic*] the same document, which you signed several weeks ago. Please return the signed Stip back to me.

The signature block included the words "Attorney at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. Copies of the email and Stipulation of Dismissal are appended as Exhibit A75.

NYCTL 2019-A Trust et al. v Columbus Club of South Ozone Park et al.

113. The facts alleged in paragraphs 27-39 are incorporated by reference.

114. On February 16, 2022, Ms. Bar sent an email from Respondent's law office email account to Part 24 of the Supreme Court, Queens County, and to Mr. Krechmer, requesting a 60-day adjournment. The email stated, in part, that the plaintiff's motion for summary judgment was on for February 17, 2022, and that a settlement conference in the matter was scheduled for March 10, 2022. The email

also made reference to the "possible necessary substitution of counsel." The email was signed, "Janice Bar for JOSEPH F. KASPER." The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A76.

115. On March 2, 2022, Ms. Bar sent an email from Respondent's law office email account to Mr. Krechmer, with a copy to Part 24 of Supreme Court, Queens County, requesting an adjournment. The email stated, in part:

> We spoke with Mr. Krechmer this morning regarding this matter. We are also requesting an adjournment in order to resolve this matter without further intervention by the Court.

The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A77.

116. Attached to Ms. Bar's March 2 email was a letter of the same date printed on Respondent's law office letterhead, identifying Respondent as "Attorney at Law." The letterhead included Respondent's law office address, email address, fax and office phone numbers. The letter, addressed to "Clerk," stated:

> This office represents Defendant, Columbus Club of South Ozone Park, Inc., as well as Joseph Kasper. Approximately 2 weeks ago, we asked Mr. Krechmer for an adjournment. At that time, he consented to the adjournment.
>
> We felt that he would have consented to a longer adjournment. We are requesting a longer adjournment into mid May 2022

> because we want to settle several issues regarding this matter. The main issue of this matter is financial. We are trying to work out financial issues, but require more time to do so. Some of these issues involve borrowing money to pay off the tax liens.
>
> We spoke with the attorney for the Plaintiff, Mr. Leonard [*sic*] Krechmer. [*sic*] this morning [*sic*] Mr. Krechmer indicated that he would consent to a short adjournment but not a long one, into May 2022. Mr. Krechmer also stated that if the Court would consent to allowing the Defendant, Columbus Club of South Ozone Park, the time to work through all of the issues of the matter; [*sic*] he would not oppose it.
>
> At this point in time, I respectfully request this Court adjourn this matter to a date in late May, in order for us to work through the issues, pay off the entire lien, and settle this matter without further intervention from the Court.
>
> Thanking you in advance.

The letter was signed "Janice Bar." A copy of the letter is appended as Exhibit A78.

117. Later that afternoon, Ms. Bar sent Mr. Krechmer the following response from Respondent's law office email account:

> Leonard [*sic*], I just sent a letter to the Court. I did tell them that you did not consent to a long adjournment but that you would not be opposed.

The email was signed, "Janice Bar." The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A79.

118. On May 25, 2022, Ms. Bar sent an email from Respondent's law office email account to Part 24 of Supreme Court, Queens County, and to Mr. Krechmer, requesting an adjournment. The email stated in part:

> We spoke to Leonard [*sic*] Krechmer yesterday, [*sic*] regarding our progress on resolving our financial issues. We have obtained a pay off, and are hoping to enter into an Agreement to resolve our problem…There is also a settlement conference scheduled for June 4, 2022; is that virtual? It is respectfully requested Plaintiff's motion returnable on May 26, 2022, be adjourned to a date in July or August, after the Settlement Conference, as the granting of the motion could impact, if not prejudice further efforts to resolve our financial lending.

The email was signed, "Janice Bar." The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A80.

119. On May 26, 2022, Ms. Bar sent an email from Respondent's law office email account to Part 24 of Supreme Court, Queens County, copied to Mr. Krechmer, requesting an adjournment. The email was signed, "Janice Bar." The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. The email stated, in part:

> We represent Defendant Columbus Club of South Ozone Park, Inc. We are in the midst of paying off the lien, and as such are requesting an adjournment to avoid further court costs.

A copy of the email is appended as Exhibit A81.

120. On June 29, 2022, Ms. Bar sent an email from Respondent's law office email account to Part 24 of Supreme Court, Queens County, copied to Mr.

Krechmer, requesting another adjournment. The email was signed, "Janice Bar for Joseph F Kasper." The signature block included the words, "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone number. The email stated, in part:

> We represent Defendant Columbus Club of South Ozone Park, Inc. This matter was last on for a conference on June 9, 2022. At that point in time, we were discussing coming to a resolution regarding the lien. The matter was put over to July 28, 2022. We humbly request the motion be adjourned to July 28th, to track the motion with the resolution part.

A copy of the email is appended as Exhibit A82.

121. On September 1, 2022, Ms. Bar sent an email from Respondent's law office email account to Part 24 of Supreme Court, Queens County, copied to Mr. Krechmer, requesting an adjournment to October 11, 2022. The email stated in part:

> Honorable Judge: We represent the Columbus Club of South Ozone Park regarding Plaintiff's Motion for summary Judgment, which is on for September 1, 2022…On August 31, 2022, our client received proposed forbearance agreements following direction [*sic*] at their last conference to contact Plaintiff's client, Tower, directly, and the conference was adjourned to October 11, 2022 [*sic*]. Said forbearance agreements need to be reviewed, and executed. Kindly adjourn said Summary Judgment Motion to a date after October 11, 2022, conference pending likely resolution. Very truly yours, William Shanahan substituting for Joseph F Kasper

The signature block included an image of the scales of justice, Respondent's law office address and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A83.

122. On September 2, 2022, Ms. Bar sent an email with an attached stipulation from Respondent's law office email account to Part 24 of Supreme Court, Queens County, copied to Mr. Krechmer. The stipulation, dated August 31, 2022, adjourned the motion for summary judgment to October 27, 2022. The stipulation was signed:

> Willaim [*sic*] D. Shanahan for Joseph F Kasper
> Attorney for Columbus Club South Ozone Park

The signature block included Mr. Shanahan's Mineola law firm address and telephone number, Ms. Bar's cell phone number, and Respondent's law office email address. Copies of the email and stipulation are appended Exhibit A84.

123. By *sua sponte* order dated October 4, 2022, Judge Unger ordered that no documents of any type or further communication would be considered or accepted from or on behalf of the defendant Columbus Club until a substitution of counsel and a Notice of Appearance were served on the plaintiff and the court. A copy of the Order is appended as Exhibit A85.

124. On October 11, 2022, Ms. Bar e-filed a Notice of Appearance dated October 8, 2022, for Mr. Shanahan using Respondent's NYSCEF User ID.

Respondent was copied on the Notice. A copy of the Notice of Appearance is appended as Exhibit A86.

125. Respondent is identified in the NYSCEF Confirmation Notice of the October 11th filing as the Filing User. His address is listed as 12501 Queens Blvd, Kew Gardens, NY 11415—the Queens County Criminal Court. The Confirmation Notice shows that an E-mail Service Notification was sent to Respondent's law office email address. A copy of the NYSCEF Confirmation Notice is appended as Exhibit A87.

S[redacted] S[redacted] v L[redacted] S[redacted]

126. On January 20, 2022, Ms. Bar commenced *S[redacted] S[redacted] v L[redacted] S[redacted]* ("*S[redacted]*"), an uncontested matrimonial matter, in Supreme Court, Queens County, by e-filing a Summons and Complaint on NYSCEF using Respondent's NYSCEF User ID.

127. Respondent's Mastercard ending in 4678 was charged a $210 Index Fee and $6.28 service fee, totaling $216.28 in connection with the *S[redacted]* Summons and Complaint. A copy of the receipt is appended as Exhibit A88.

128. On August 4, 2022, Ms. Bar e-filed a Request for Judicial Intervention ("RJI") of the same date in which Respondent was identified as the attorney for the plaintiff using Respondent's NYSCEF User ID. A copy of the RJI is appended as Exhibit A89.

129. Respondent's consent to the use of NYSCEF in *S*[redacted] was recorded as:

> KASPER, JOSEPH F. on 04/17/2023
> HON. JOSEPH F. KASPER JUDGE QUEENS CO. CRIMINAL COURT

A copy of the NYSCEF record is appended as Exhibit A90.

130. On April 17, 2023, Ms. Bar e-filed a post-RJI Notice of Appearance dated February 16, 2022, identifying Mr. Mossa as the plaintiff's attorney. The signature block included Ms. Bar's cell phone number. A copy of the Notice of Appearance is appended as Exhibit A91.

131. Mr. Mossa's Notice of Appearance, as with every document Ms. Bar e-filed in *S*[redacted], was filed using Respondent's NYSCEF User ID. Respondent remained the attorney of record in *S*[redacted] until November 30, 2024, when a Consent to Change Attorney was ultimately filed. A copy of the NYSCEF document list is appended as Exhibit A92.

132. On April 17, 2023, Ms. Bar e-filed a Note of Issue, noting a correction to the RJI. The Notice of Issue was received by NYSCEF on May 5, 2023. A copy of the Note of Issue is appended as Exhibit A93.

133. That same day, in connection with the above-referenced RJI and Note of Issue, Respondent's Mastercard ending in 4678 was charged a $125 filing fee and $3.74 service fee, totaling $128.74. A copy of the receipt is appended as Exhibit A94.

134. On April 28, 2023, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Corrected Notice of Motion to correct the spelling of the plaintiff's name from "S[redacted]" to "S[redacted]." The Notice of Motion was received by NYSCEF on May 5, 2023. A copy of the Notice of Motion is appended as Exhibit A95.

135. On April 28, 2023, using Respondent's NYSCEF User ID, Ms. Bar e-filed an Affidavit in Support of Plaintiff's Motion to correct the spelling of plaintiff's name. The Affidavit was notarized by Ms. Bar on January 17, 2022. A copy of the Affidavit is appended as Exhibit A96.

136. That same day, in connection with the filing of the above-referenced Notice of Motion, Respondent's Mastercard credit card ending in 4678 was charged a $45 filing fee and $1.35 service fee, totaling $46.35. A copy of the receipt is appended as Exhibit A97.

P[redacted]. R[redacted] v M[redacted] R[redacted]

137. Beginning in 2020, P[redacted]. R[redacted] was a tenant of Respondent's at the rental property Respondent owns in South Ozone Park, Queens.

138. Sometime after Respondent became a judge, Mr. R[redacted] told Respondent that he was looking for a divorce lawyer. Respondent said that as a judge, he could not represent him, but he told him about Ms. Bar, whom he described as being knowledgeable about matrimonial matters and filing uncontested matrimonial matters. Shortly thereafter, Mr. R[redacted] contacted Ms.

Bar. Following their conversation, Mr. R[redacted] hired Ms. Bar to represent him in his divorce.

139. On January 24, 2023, Ms. Bar commenced divorce proceedings on Mr. R[redacted]'s behalf by e-filing a Summons With Notice and a Complaint in *P[redacted]. R[redacted] v M[redacted] F[redacted] R[redacted]* (*"R[redacted]"*). The Summons and Complaint, and other documents filed by Ms. Bar in connection with *R[redacted]*, were e-filed using Respondent's NYSCEF User ID. A copy of the NYSCEF document list is appended as Exhibit A98.

140. That same day, in connection with the filing of the above-referenced Summons and Complaint, Respondent's Visa card ending in 6681 was charged a $210 Index Fee and $6.28 service fee, totaling $216.28. A copy of the receipt is appended as Exhibit A99.

141. On May 2, 2023, Ms. Bar e-filed two documents in the *R[redacted]* matter: a Part 130 Certification dated April 17, 2023, and an RJI dated April 18, 2023. The Certification was S-signed by P[redacted]. R[redacted]. The signature block included Ms. Bar's cell phone number and her email address ("ozlegalwiz@[redacted]"). In the RJI, Ms. Bar's cell phone number and email are listed as Mr. R[redacted]'s. Copies of the Certification and the RJI are appended as Exhibits A100 and A101, respectively.

142. That same day, in connection with the filing of the above-referenced Note of Issue and RJI, Ms. Bar's Visa card ending in 4196 was charged a $125

filing fee and $3.74 service fee, totaling $128.74. A copy of the receipt is appended as Exhibit A102.

143. In May 2023, on two occasions at Respondent's law office, Mr. R[redacted] paid Ms. Bar approximately $600 in cash, for a total of $1,200, for her legal services in his divorce action.

1900 Capital Trust III v Joann Manck et al.

144. Prior to becoming a judge, Respondent represented Joann Manck in *Capital Trust III v Joann Manck et al.*, a residential foreclosure matter. Ross Eisenberg represented the plaintiff. Rajan Patel served as title counsel.

145. On March 10, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed an Answer With Counterclaims, dated December 18, 2021, and signed by Mr. Mossa.

146. An RJI subsequently filed by Mr. Eisenberg was returned for correction because Mr. Mossa, the defense counsel, was missing from the RJI.

147. On March 7, 2023, Ms. Bar appeared on behalf of Ms. Manck for a virtual settlement conference with Court Attorney-Referee Daniel S. Gordon presiding. Mr. Eisenberg appeared on behalf of the plaintiff. Ms. Bar appeared for Mr. Mossa on behalf of the defendant. Ms. Bar stated that the defendant was not interested in a settlement and wished to litigate.

148. During the conference, Mr. Gordon asked Ms. Bar directly whether she was an attorney. She said that she was.

149. Mr. Gordon prepared a Residential Foreclosure Conference Order form to reflect what transpired during the conference. The Order was filed on NYSCEF on March 8, 2023. A copy of the Residential Foreclosure Conference Order is appended as Exhibit A103.

150. By affirmation dated July 6, 2023, Mr. Mossa requested an adjournment of the matter, citing respiratory issues related to long COVID. The signature block included Ms. Bar's cell phone number and her email address. A copy of the affirmation is appended as Exhibit A104.

HSBC Bank v Andres Gallo et al.

151. Prior to becoming a judge, Respondent represented defendants Andres Gallo and Marsha Cindy Balkissoon in *HBSC Bank v Andres Gallo et al. ("HSBC")*, a residential foreclosure matter.

152. On June 1, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed various documents, including a Notice of Motion, an Affidavit In Support, Exhibits, and a Proposed Order.

153. That same day, in connection with the filing of the above-referenced Notice of Motion, Ms. Bar's American Express credit card ending in 1581 was charged a $45 filing fee and $1.35 service fee, totaling $46.35. A copy of the receipt is appended as Exhibit A105.

154. On September 7, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Motion in *HSBC*.

155. That same day, in connection with the above-referenced Notice of Motion, Respondent's Visa card ending in 6681 was charged a $45 filing fee and $1.35 service fee, totaling $46.35. A copy of the receipt is appended as Exhibit A106.

156. On September 9, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Motion to Confirm Referee's Report of Sale and Disburse Surplus Monies. A copy of the Notice of Motion is appended as Exhibit A107.

J[redacted] A[redacted] v K[redacted] S[redacted]

157. The facts alleged in paragraphs 59-61 are incorporated by reference.

158. On October 12, 2022, Ms. Bar e-filed both a Notice of Settlement with a Proposed Judgement of Divorce, and a Notice of Settlement with a Proposed Finding of Fact and Conclusions signed by Respondent, who is identified "Attorney for Plaintiff." The signature blocks include Respondent's law office address, and his law office email and Ms. Bar's cell phone number. A copy of the Notice of Settlement and Proposed Judgement of Divorce is appended as Exhibit A108.

159. That same day, in connection with the filing of the above-referenced Notice of Settlement, Respondent's Visa credit card ending in 6681 was charged a $35 filing fee and $1.05 service fee, totaling $36.05. A copy of the receipt is appended as Exhibit A109.

160. Ms. Bar e-filed all the documents in A. v. S. using Respondent's NYSCEF ID User. A copy of the NYSCEF document list is appended as Exhibit A110.

Natalia Boiko v Patrick Khan and Jaikarran Ramdeo

161. Prior to becoming a judge, Respondent represented the defendant, Patrick Khan, in *Natalia Boiko v Patrick Khan and Jaikarran Ramdeo ("Boiko")*, a tort action. The co-defendant, Jaikarran Ramdeo was represented by Michael Falletta. The plaintiff was represented by David Levy.

162. On February 4, 2022, Ms. Bar sent an unsigned email from Respondent's law office email account to Mr. Falletta, copy to Part 20 and Mr. Levy. The email stated, in part,

> The Law Office of Joseph F Kasper represents the Defendant Patrick Khan. We do NOT have a link to the compliance conference. Could you please send us one. [*sic*]

The words "Attorney at Law," Respondent's law office address and Ms. Bar's cell phone appear at the bottom of the unsigned email. A copy of the email is appended as Exhibit A111.

163. Mr. Falletta wrote that he had not received the link either and asked whether the conference was still on. Ms. Bar replied:

> I am not sure. According to "e courts" it is but there are still outstanding motions, which have not been decided. It would make sense to adjourn the conference.

Shortly thereafter, Mr. Falleta responded with the following email, which stated, in part:

> Dear Mr. Kasper and Mr. Levy: It seems there is no court conference today. If either of you get any update from the Court, please let my office know at gardencityefiling@[redacted]. Additionally, any change in representation as to the attorney of record for a party, my office will need something in writing.

Copies of the emails are appended as Exhibit A112.

164. On March 9, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Entry dated March 7, 2022. The signature block included Respondent's law office phone number and address, and identified Respondent as "Joseph F Kasper Attorney for Defendant KHAN." A copy of the Notice of Entry is appended as Exhibit A113.

165. That same day, Ms. Bar e-filed two Affidavits of Service, signed by Mr. Cullina, in connection with *Boiko*. The Affidavits were notarized by Ms. Bar. Copies of the Affidavits are appended as Exhibit A114.

Jose Lema and Lisette Celleri v Guazhco et al.

166. Prior to becoming a judge, Respondent represented the plaintiffs, Jose Lema and Lisette Celleri, in a dispute concerning the ownership of real property: *Jose Lema and Lisette Celleri v Guazhco, et al. (*"*Lema*"). Leonard J. Falcone represented defendant Luis Guazhco and Richard Golden represented defendants Fax Realty, Inc., and Khokon Chowdhury.

167. Supreme Court Justice Mojgan Lancman issued a *sua sponte* order dated December 28, 2021, requiring that discovery be completed on January 27, 2022. A copy of the Order is appended as Exhibit A115.

168. In January and February 2022, Mr. Golden emailed Respondent four times to request that he seek to be relieved as counsel since he had assumed judicial office. Copies of the emails are appended as Exhibit A116.

169. On February 14, 2022, Mr. Golden sent an email to Respondent's client, Mr. Lema, copied to Part 2 of Supreme Court, Queens County, and to Mr. Falcone, objecting to any further adjournments of various motions with a return date of February 16, 2022.[3] A copy of the email is appended as Exhibit A117.

170. That same day, Respondent's client, Mr. Lema, emailed Part 2 of Supreme Court, Queens County, informing the Court that he was in the process of finding a new attorney since Respondent had been elected to judicial office. A copy of the email is appended as Exhibit A118.

171. On February 17, 2022, Ms. Bar sent an email from Respondent's law office email account to Judge Weiss' principal court attorney, Howard Wieder, and to Part 2 of Supreme Court, Queens County, copied to Mr. Falcone and Mr. Golden, requesting a 30-day adjournment so that Mr. Lema could find new counsel, since Respondent was now a judge. The email stated:

---

[3] The email mistakenly refers to "2021."

> Mr. Lema was a client of Mr. Kasper [*sic*], who is now Judge Kasper. As Judge Kasper is no longer allowed to practice law, Mr. Lema was trying to request an adjournment from the Court, in order for him to obtain new counsel. He stopped by the office today to ask for help in doing so. I am requesting on behalf of Mr. Lema a 30 day adjournment for him to find new counsel. Thank you for your consideration.

The email was signed "Janice Bar." The signature block below her name included the words "Attorney at Law," an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A119. Based on that email, Mr. Falcone believed that Ms. Bar was an attorney at Respondent's law office who had been tasked with either taking over his matters and/or resolving them as he wound up his practice.

172. The *Lema* matter was dismissed by Supreme Court Justice Allan Weiss by Orders dated March 1, 2022, on grounds of collateral estoppel and *res judicata*. Copies of the Orders are appended as Exhibit A120. Respondent remained the attorney of record in *Lema* until April 4, 2022, when Ms. Bar – using Respondent's NYSCEF User ID – e-filed a Notice of Appeal on behalf of Mr. Lema, which was signed by Mr. Shanahan. A copy of the Notice of Appeal is appended as Exhibit A121.

173. That same day, in connection with the filing of the above-referenced Notice of Appeal, Respondent's Mastercard ending in 4678 was charged a $65 filing fee and $1.94 service fee, totaling $66.94. A copy of the receipt is appended as Exhibit A122.

174. On April 9, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Appeal on behalf of Ms. Celleri, which was signed by Mr. Shanahan. A copy of the NYSCEF document list is appended as Exhibit A123.

175. That same day, in connection with the above-referenced Notice of Appeal, Respondent's Mastercard ending in 4678 was charged a $65 filing fee and $1.94 service fee, totaling $66.94. A copy of the receipt is appended as Exhibit A124.

B[redacted] U[redacted] v D[redacted] U[redacted]

176. Prior to becoming a judge, Respondent represented the plaintiff, B[redacted] U[redacted], in a matrimonial matter that was commenced in Supreme Court, Queens County: *B[redacted] U[redacted] v D[redacted] U[redacted] ("U[redacted]").*

177. On April 17, 2023, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Stipulation of Settlement dated March 25, 2019, in which Respondent is identified as the attorney for the plaintiff, using Respondent's NYSCEF User ID. Copies of the Stipulation of Settlement and NYSCEF document list are appended as Exhibit A125.

178. On April 17, 2023, in connection with the filing of the above-referenced Stipulation of Settlement, Respondent's Visa card ending in 6681 was charged a $35.00 filing fee and $1.05 service fee, totaling $36.05. A copy of the receipt is appended as Exhibit A126.

Nationstar Mortgage v D[redacted] U[redacted], et al.

179. Prior to becoming a judge, Respondent represented B[redacted] U[redacted] in *Nationstar Mortgage v D[redacted] U[redacted], et al.*, a residential foreclosure matter.

180. On December 31, 2021, the day before Respondent assumed judicial office, Ms. Bar wrote a letter on Respondent's law office letterhead stating that Respondent was recently elected as a judge and that Ms. Bar was supervising the close or transfer of his files. The letter further requested a modification of Mr. U[redacted]'s mortgage obligation and a stay of the foreclosure action. The letterhead identified Respondent as "Attorney at Law" and included Respondent's law office address and Ms. Bar's cell phone number. Printed in the signature block letter was "E Janice Bar for the Office of Joseph F Kasper." A copy of the letter is appended as Exhibit A127.

181. On February 26, 2022, Ms. Bar wrote another letter on Respondent's law office letterhead, identifying Respondent as an "Attorney at Law." The letterhead included Respondent's law office address, telephone number and his cell phone number ([redacted]-3492). The letter stated, in part, that Respondent's office represented Mr. U[redacted], and that they were waiting for a Judgment of Divorce in connection with Mr. U[redacted]'s matrimonial matter. Printed in the signature block letter was "JANICE BAR For the OFFICE OF JOSEPH F. KASPER" and Ms. Bar's cell phone number. A copy of the letter is appended as Exhibit A128.

182. On February 1, 2023, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Stipulation to Adjourn Motion. The signature block identified Mossa & Associates as the Attorney for Mr. U[redacted] and included Ms. Bar's cell phone number. A copy of the Stipulation to Adjourn Motion is appended as Exhibit A129.

183. On August 4, 2023, using Respondent's NYSCEF User ID, Ms. Bar e-filed an Affirmation in Opposition dated March 20, 2023. The Affirmation was signed by Mr. Mossa. The signature block included Ms. Bar's cell phone number and her email address. Although Mr. Mossa's Affirmation stated that he was substituted for Respondent as Mr. U[redacted]'s attorney following Respondent's election to judicial office, there is no record on NYSCEF of a Consent to Change Attorney or other document that reflects Mr. Mossa's substitution as counsel. A copy of the Affirmation in Opposition is appended as Exhibit A130.

184. On September 11, 2023, Ms. Bar sent an email with an attached letter dated September 6, 2023, from Respondent's law office email account to the plaintiff's attorneys and the referee, copied to the Biolsi Law Group, concerning a stay of the sale of Mr. U[redacted]'s property. The signature blocks of both the email and letter included Mr. Mossa's name, office address and Ms. Bar's cell phone number. Copies of the email and letter are appended as Exhibits A131 and A132, respectively.

T [redacted] *S* [redacted] *v R* [redacted] *S* [redacted]

185. Prior to becoming a judge, Respondent represented the defendant, R [redacted] S [redacted], in an uncontested matrimonial matter: *T* [redacted] *S* [redacted] *v R* [redacted] *S* [redacted]. The plaintiff was represented by Usman Ahmed.

186. On January 16, 2022, Ms. Bar sent Mr. Ahmed the following email from Respondent's law office account:

> Good afternoon, Usman,
>
> This office is representing Ms. S [redacted].
>
> Kindly forward the Affidavit of Defendant, and any other divorce papers, which our client has to sign to go forward with the divorce.
>
> I have attached a consent to change attorneys, which has been executed by Ms. S [redacted] and Mr. Kasper.
>
> If you have any questions, please feel free to contact me.
> Janice Bar
>
> Michael Mossa 7 Associates
> Attorneys at Law

A Consent to Change Attorneys form, dated November 30, 2021, and signed by Respondent as the outgoing attorney, and Michael Mossa as the incoming attorney, was attached to the email. A copy of this email, along with the consent form, is appended as Exhibit A133.

187. On January 30, 2022, Ms. Bar sent Mr. Ahmed the following email from Respondent's law office email account:

> Good afternoon, Usman, [*sic*] I spoke with my client. Attached please find the executed Affidavit of Defendant. Kindly keep my office updated of the progress of this matter. Thanking you in advance. Best regards, Janice Bar for JOSEPH F. KASPER

The signature block included an image of the scales of justice, Respondent's law office address, and Ms. Bar's cell phone number. A copy of the email is appended as Exhibit A134.

As to Charge III

188. In and after 2021, Respondent failed to file a mandatory financial disclosure statement ("FDS") with the Ethics Commission for the Unified Court System ("Ethics Commission") in connection with his 2021 candidacy for judicial office.

189. In and after May 2022, Respondent failed to file a materially complete mandatory FDS for the year 2021 with the Ethics Commission, and he failed to submit a mandatory supplementary statement on or before October 22, 2022.

Specifications as to Charge III

The 2021 Campaign FDS

190. Part 100.5(A)(4)(g) of the Rules of the Chief Administrator of the Courts Governing Judicial Conduct requires a candidate for public election to judicial office to file a financial disclosure statement with the Ethics Commission within 20 days of becoming a candidate.

191. Respondent became a candidate for judicial office in the summer or fall of 2021. However, he did not file any disclosure statement in 2021, and the Ethics Commission has no record of his having filed the 2021 campaign FDS in 2022 or thereafter.

The 2021 FDS

192. Part 140 of the Rules of the Chief Judge (22 NYCRR 140) requires all state-paid judges and justices to file an annual FDS by May 15, covering the prior year. As a state-paid judge, Respondent was required to file such a statement by May 15, 2022, covering 2021.

193. On May 20, 2022, Respondent filed a financial disclosure statement dated May 15, 2022, for the calendar year of 2021, that was incomplete insofar as he did not complete Section 13, which required Respondent to list and explain the any income in excess of $1,000, broken down by nature and source, earned by himself or his spouse. He also filed a Notice of Automatic Extension of Time to File Tax Return, which gave him until October 22, 2022, to submit to the Ethics Commission a supplementary statement that would complete his 2021 FDS.

194. On October 22, 2022, Respondent telephoned the Ethics Committee to request additional time, stating he would mail the supplementary statement on October 28, 2022. However, he did not do so.

195. On February 9, 2023, the Ethics Commission sent, and Respondent received, a Notice to Cure, notifying him of his failure to file the supplementary

statement. Notwithstanding this notice, Respondent did not file his 2021 statement. A copy of the Notice to Cure is appended as Exhibit A135.

196. On March 29, 2023, the Ethics Commission sent, and Respondent received, a Notice of Delinquency dated March 29, 2023, notifying him that his continued failure to file his 2021 financial disclosure statement subjected him to disciplinary action. A copy of the Notice of Delinquency is appended as Exhibit A136.

197. On November 2, 2023, Respondent filled out a completed supplementary statement for his 2021 FDS. On November 9, 2023, Respondent sent an email to the Ethics Commission indicating that his supplementary statement dated November 2, 2023, was attached. However, the supplementary statement was not in fact attached to the email.

198. On November 7, 2024, Respondent again emailed the Ethics Commission with regard to his 2021 supplementary statement. This time, the supplementary statement was attached to the email.

199. Between November 7 and November 13, 2024, the Ethics Commission received the supplementary statement to Respondent's 2021 FDS, dated November 2, 2023. On November 13, 2024, the Ethics Commission emailed Respondent confirmation that it had received the supplementary statement. By that date, the FDS was properly filed over two and a half years late,

and 19 months after Respondent received his Notice to Cure. Copies of the described emails are appended as Exhibit A137.

As to Charge IV

200. From January 7, 2025, through September 3, 2025, Respondent repeatedly failed to disclose or produce information the Commission required of him, in writing, notwithstanding four extensions of time granted at his request.

Specifications as to Charge IV

201. Pursuant to Section 42(1) of the Judiciary Law and 22 NYCRR Section 7000.3(c), the Commission may require a written response to its queries from a judge who is the subject of a complaint.

202. Pursuant to 22 NYCRR 100.4(G), as a full-time judge, Respondent was prohibited from practicing law at all times pertinent to this Complaint. Nevertheless, from January 2022 through October 2024, there were deposits to and withdrawals from Respondent's attorney escrow account.

203. By letter dated October 7, 2024, the Commission asked Respondent *inter alia* to account for more than $116,000 in his attorney escrow accounts. Respondent's written response was due on October 25, 2024. A copy of the letter is appended as Exhibit A138.

204. By email dated October 24, 2024, from Deborah Scalise, his attorney at the time, Respondent requested an extension of time to respond, citing a

[redacted] he had scheduled for November 8, 2024, and an "[redacted]" the following week. A copy of the email is appended as Exhibit A139.

205. By letter dated October 24, 2024, the Commission granted Respondent's request for an extension and set a new due date of November 8, 2024. A copy of the letter is appended as Exhibit A140.

206. By email from Ms. Scalise dated November 7, 2024, Respondent requested a second extension of time, saying he had not been feeling well and had a [redacted] scheduled for the following day, and that Ms. Scalise was out of the office. A copy of the email is appended as Exhibit A141.

207. By letter dated November 8, 2024, the Commission granted Respondent's request for an extension and set a new due date of November 22, 2024. The letter advised Respondent that no further adjournments due to health reasons would be granted without appropriate medical documentation. A copy of the letter is appended as Exhibit A142.

208. By email from Ms. Scalise's assistant dated November 22, 2024, Respondent requested a third extension of time, citing "medical notes" that referred to (A) a [redacted] he underwent on September 30, 2024, which predated the Commission's inquiry letter of October 7th, and (B) a [redacted] he underwent on November 15, 2024, although his November 7th request to adjourn the November 8th due date was based on a [redacted]

purportedly scheduled for November 8th. A copy of the email and its attachments are appended as Exhibit A143.

209. That same day, by letter dated November 22, 2024, the Commission granted Respondent's third request for an adjournment, setting a new due date of December 16, 2024. The letter advised Respondent that no further adjournments would be granted without good cause shown. A copy of the letter is appended as Exhibit A144.

210. By letter dated December 17, 2024, Ms. Scalise advised the Commission that she was withdrawing as counsel for Respondent, and on his behalf requested a fourth adjournment, for an additional 60 days, for Respondent's response to the Commission's letter of October 7, 2024. A copy of the letter is appended as Exhibit A145.

211. By letter dated December 20, 2024, the Commission denied the request for a 60-day adjournment but granted Respondent a final extension of time, to January 7, 2025, to submit his response to its October 7th letter. On December 23, 2024, the Commission sent Respondent a second copy of this letter via overnight mail. A copy of the letter is appended as Exhibit A146.

212. By letter dated January 7, 2025, Respondent made his fifth request for an adjournment, to February 15, 2025, to respond to the Commission's letter of October 7, 2024. A copy of the letter is appended as Exhibit A147.

213. By letter dated January 9, 2025, the Commission denied Respondent's request for a fifth adjournment and advised him that his failure to comply could be construed as a disciplinable failure to cooperate with a Commission investigation. A copy of the letter is appended as Exhibit A148.

214. To date, Respondent has not answered the inquiries in the Commission's letter of October 7, 2024, nor has he otherwise accounted for more than $7,000 that remains in his attorney escrow accounts.

Additional Factors

215. Respondent and the Administrator agree that Respondent has committed misconduct as described above but disagree as to the appropriate sanction to be imposed.

216. In briefs and oral argument before the Commission as to sanction, on a schedule to be set by the Clerk of the Commission, Respondent will argue that the appropriate discipline should be no more than Censure. The Administrator will argue that Respondent should be removed from judicial office.

IT IS FURTHER STIPULATED AND AGREED that Respondent withdraws from his Answer any denials or defenses inconsistent with this Agreed Statement of Facts.

IT IS FURTHER STIPULATED AND AGREED that if the Commission accepts this Agreed Statement of Facts, the parties will submit

briefs to the Commission and present oral argument as to the issue of sanction on a schedule to be set by the Commission. The Administrator intends to argue that Respondent should be removed from office, and Respondent intends to recommend a sanction no greater than public Censure. If the Commission rejects this Agreed Statement of Facts, the matter shall proceed to a hearing and the statements made herein shall not be used by the Commission, Respondent or the Administrator and Counsel to the Commission.

Dated: March 26, 2026

Honorable Joseph F. Kasper
Respondent

Dated: March 26, 2026

Richard D. Emery
Emery Celli Brinckerhoff Abady Ward & Maazel
Attorney for Respondent

Dated: March 26, 2026

Robert H. Tembeckjian
Administrator & Counsel to the Commission
(Mark Levine, Eric Arnone, Vickie Ma, David Stromes, Alan Friedberg, Edward Lindner, Of Counsel)

EXHIBIT A1

Gmail

Joe Kasper <joekasper1981@[redacted]>

SUKHDEO DSEED

J kasper <thejklawoffice@[redacted]> Wed, Aug 24, 2022 at 3:31 PM
To: Joe Kasper <joekasper1981@[redacted]>

The deed is attached.

I am NOT going to finish the ACRIS until you make the changes cuz it is very difficult to do so

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

s[redacted]deed dec 31 2021.pdf
72K

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY ATTORNEYS ONLY

THIS INDENTURE, made the 31st day of December, two thousand twenty-one

BETWEEN N[redacted] S[redacted], as surviving tenant of the entirety of D[redacted] S[redacted], who died a resident of Queens on January 18, 2921, who both resided at [redacted], party of the first part (hereinafter called "Granter") and

H[redacted] S[redacted], residing at [redacted] C[redacted] D[redacted] S[redacted], residing at [redacted]; and R[redacted] G[redacted], residing at [redacted], as joint tenants with rights of survivorship, party of the second part (hereinafter called "Grantee").

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors, and assigns of the party of the second part forever. Subject to a Life Estate to N[redacted] S[redacted], residing at [redacted].

SEE SCHEDULE B ANNEXED HERETO

The premises herein described are and are intended to be the same premises described to Grantors herein, as those described in deed recorded on May 30, 2000, at 15:12, in Reel 5598 at Page 0997, in the Office of the City Registrar of the City of New York in Queens County.

SAID PROPERTY BEING KNOWN AS [redacted].

TOGHETHER with all right, title, and interest, if any, of the party of the first part in and any streets and roads abuting the above described premises to the center lanes thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVEAND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid,
AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a true fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed the deed the day and year first above written.

IN PRESENCE OF

---------- ----------

WITNESS N[redacted] S[redacted]

EXHIBIT A2

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: UPDATED TIME- NYCTL 2019-A Trust v. Columbus Club of South Ozone Park Inc. 722187/2020 Mot. Seq. 1

J kasper <thejklawoffice@[redacted]> Tue, Nov 15, 2022 at 11:08 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

---------- Forwarded message ---------
From: **QSCPART19** <qscpart19@[redacted]>
Date: Tue, Nov 15, 2022 at 11:05 AM
Subject: UPDATED TIME- NYCTL 2019-A Trust v. Columbus Club of South Ozone Park Inc. 722187/2020 Mot. Seq. 1
To: jabt@[redacted] <[redacted]>, THEJKLAWoffice@[redacted] <[redacted]>, Leonid D. Krechmer <lkrechmer@[redacted]>, mresnikoff@[redacted] <[redacted]>, tordesillasb@[redacted] <[redacted]>

Counsels:

Your appearance is requested pertaining to the above captioned motion scheduled for conference on, **Thursday, November 15, 2022 at 11:00 A.M.** Please note that once you have logged in, you will be placed in a "waiting room/lobby" until you are admitted into the conference. If the prior conference runs over into your scheduled time, you will be contacted in a separate email. Once the conference has commenced, you are asked to turn on your camera and please mute all microphones while you are not presenting to eliminate any feedback/echoes during the conference. Please ensure that this email is forwarded/received by all counsels associated with this matter including any trial counsels, third party Plaintiffs/Defendants and/or pro se litigants.

Once all parties are present, Justice Jackman Brown will join in the conference. Please note that this conference will not be recorded, nor are counsels permitted to record the conference.

Regards,

-

Respectfully Part 19 staff, please READ below...

-

***IMPORTANT NOTE*:**

COMMUNICATION: All emails/communication with the Court must be via email (QSCPART19@[redacted]) ON NOTICE to all parties/sides/counsels pursuant to the Part 19 Updated Virtual Rules. All exparte communication will be disregarded.

ALL COMMUNICATION WITH PART 19 MUST BE BY EMAIL: QSCPART19@[redacted].

DO NOT SEND ANY LETTERS IN THE MAIL OR UPLOAD ANY LETTERS TO NYSCEF E-FILE REGARDING ANY COMMUNICATION WITH THE PART. THEY WILL BE DISREGARDED.

All Motion Submission Form must be timely filed before each motion date and must include the contact information for all counsels/pro se party. All motions will be heard virtually and appearance are mandatory. You will be notified via email of the date and time to be heard via a Teams Link which will be sent no more than 48 business hours before the motion date. Your virtual appearance will be either on the motion date or within the week of the motion date as directed by the Teams Link.

TRIALS: As directed by the Administrative Judge, all jury trials will be in person. However, Counsels must contact the court for a virtual conference no less than 2 weeks prior to the trial date and let the court know of all requests: interpreters, list of witnesses, permission for persons to enter the court house.

INQUESTS: All cases must be e-filed in accordance with the AO-114-20(02). All trial documents must be uploaded to NYSCEF no less than 2 weeks prior to Inquest date. There is no adjournments of Inquests. Counsels must also have available the Virtual Bench Trial Protocol and Procedures.

PART 19 RULES: The updated Virtual Part 19 Rules are on the Court's Website.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

NEW YORK STATE
Unified Court System

You are prohibited from recording video or audio, or taking photos or screenshots (22 NYCRR Parts 29, 131)

Learn More | Help | Meeting options | Legal

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invite.ics
8K

EXHIBIT A3

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: FW: [redacted] v S[redacted] INDEX[redacted]/20

J kasper <thejklawoffice@[redacted]> Tue, Aug 16, 2022 at 7:41 AM
To: Joe Kasper <joekasper1981@[redacted]>, attorneymossa@[redacted]

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Tue, Aug 16, [redacted] at 7:40 AM
Subject: Re: FW: [redacted] v S[redacted] NDEX [redacted]
To: Samantha M. Freeman <smfreema@[redacted]>

Ms. Freeman,

We do not have the defendant's email address

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Mon, Aug 15, 2022 at 3:00 PM Samantha M. Freeman <smfreema@[redacted]> wrote:

-----Original Appointment-----
From: Samantha M. Freeman
Sent: Tuesday, June 7, 2022 9:42 AM
To: Samantha M. Freeman; J kasper; Hon. Jodi Orlow Mackoff; Scott Fridkin; QSCPART51; Afia Smith
Subject: A[redacted] v S[redacted] INDEX [redacted]
When: Tuesday, August 16, 2022 12:30 PM-1:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

Clients should be sent the link and wait in the waiting room so the court can speak to them if needed. Counsel shall check with their client prior to the appearance to ensure that the parties' audio and video are working. **No attorney or party shall be permitted to appear from their vehicle.**

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

[redacted] United States, New York City

[redacted]United States (Toll-free)

Phone Conference ID:[redacted]

Find a local number | Reset PIN

NEW YORK STATE
Unified Court System

You are prohibited from recording video or audio, or taking photos or screenshots (22 NYCRR Parts 29, 131)

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EXHIBIT A4

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Court appearance 8.16.22 - U[redacted]

J kasper <thejklawoffice@[redacted]> Tue, Aug 16, 2022 at 7:40 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Mon, Aug 15, 2022 at 9:14 PM
Subject: Re: Court appearance 8.16.22 - U[redacted]
To: Keith Abramson <KAbramson@[redacted]>

Keith,

Mr. U[redacted] filled out the modification package and the modification was granted based on the trial. Mr. Cooper was the responsible party and had plenty of time to review the documents.

While we could understand the practicality of the Bank's request of an assumption against it; it seems like a waste of everyone's time to duplicate Mr. U[redacted]'s finances. Please be reminded that D[redacted] U[redacted] has NO income.

Please advise.

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

On Mon, Aug 15, 2022 at 8:06 PM Keith Abramson <KAbramson@[redacted]> wrote:

> Janice,
>
> In order to proceed with the loan modification process, Mr. U[redacted] will need to be confirmed as a Successor-in-Interest to the borrower, D[redacted] U[redacted]. Once confirmed, he can apply for an assumption. An assumption and modification does require a full mod package and Fannie Mae approval. Because the assumption piece was not done as part of the last review, we're essentially starting over, but based on the prior approval and what we know about Mr. U[redacted]'s acquisition of the property as part of the divorce settlement, I'm hopeful that all will go smoothly.
>
> Please have Mr. U[redacted] complete the attached documents and return as soon as possible so we can move this forward.
>
> Thank you,

Keith Abramson
Partner - Managing Attorney

FRENKEL LAMBERT

Frenkel Lambert Weiss Weisman & Gordon, LLP
53 Gibson Street
Bay Shore, NY 11706

Phone: [redacted]
Fax: [redacted]
KAbramson@[redacted]

Please email comments or concerns to: [redacted]

From: J kasper <thejklawoffice@[redacted]>
Sent: Monday, August 15, 2022 5:02 PM
To: Keith Abramson <KAbramson@[redacted]>
Subject: Re: Court appearance 8.16.22 - U[redacted]

Hi, Keith ,

Ther4e is a "so ordered" Stipulation by the Court

that **D[redacted] U[redacted] should be taken off**

of the property and Note and replaced with

B[redacted] U[redacted].

Please attached. If you need more information,

Please call me.

Thank you

Janice Bar

Attorney at Law

[redacted]

105-30 Crossbay Boulevard

Ozone Park, New York 11417

[redacted] 2179

On Mon, Aug 15, 2022 at 4:44 PM Keith Abramson <KAbramson@[redacted]> wrote:

> From: J kasper thejklawoffice@[redacted]
>
> Sent: Tuesday, August 09, 2022 3:30 AM
>
> To: Ashley Zydor AZydor@[redacted]
>
> Subject: Re: URGENT 01-089221-F00 - NSM - D[redacted] U[redacted]

Hi Janice,

Nice speaking with you this afternoon.

Here's the link for tomorrow's remote appearance:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDFiMzc2MTMtMDJmYy00NGMwLWI4OTItYzJlMDNiZmIzOWEw%40thread.v2/0?context=%7b%22Tid%22%3a%223456fe92-cbd1-406d-b5a3-5364bec0a833%22%2c%22Oid%22%3a%22a14a5101-5c3c-4047-943a-34ffd4c65d76%22%7d

---

From: J kasper thejklawoffice@[redacted]

Sent: Tuesday, August 09, 2022 3:30 AM

To: Ashley Zydor AZydor@[redacted]

Subject: Re: URGENT 01-089221-F00 - NSM - D[redacted] U[redacted]

RE: Your File Number: 01-089221-F00

Mortgagor Name: B[redacted] U[redacted]

Property: [redacted]

[redacted]

Index #: [redacted]

Good morning,

We are in receipt of the modification

mortgage document. We represent

B[redacted] U[redacted], whose name should

be on the document.

When we were last in the Kings County

Supreme Court, the judge gave us time to

put Mr. B[redacted] U[redacted]'s name on the mortgage

documents. Unfortunately. the name of D[redacted]

U[redacted] is still on the documents.

Could you kindly change it to the correct name

and expediently return the corrected documents

to us, in order for our client Mr. U[redacted] to sign

Keith Abramson
Partner - Managing Attorney

FRENKEL LAMBERT

Frenkel Lambert Weiss Weisman & Gordon, LLP
53 Gibson Street
Bay Shore, NY 11706

Phone: [redacted]
Fax: [redacted]
KAbramson@[redacted]

Please email comments or concerns to: [redacted]

****
Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.
This transmission and its contents, whether received electronically, printed, or in any format whatsoever, may contain information that is privileged, confidential, and/or disclosure prohibited under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.
Please consider our environment before printing this email.
****

EXHIBIT A5

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Court appearance 8.16.22 - U[redacted]

J kasper <thejklawoffice@[redacted]> Wed, Aug 17, 2022 at 12:28 AM
To: Joe Kasper <joekasper1981@[redacted]>

Good morning, Keith,

It was good to speak with you yesterday. We had Mr. B[redacted] U[redacted] come into the office tonight to fill in the papers, and execute them.

We had one small issue Could you please tell us, on Form 4506-C, whiat answers are needed for the following numbers:
5a, 5b, 6, 7, and 8
Thanking you in advance

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

[Quoted text hidden]

EXHIBIT A6

Gmail

Joe Kasper <joekasper1981@[redacted]>

u[redacted]
1 message

J kasper <thejklawoffice@[redacted]> Mon, Aug 8, 2022 at 7:06 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

unexecuted mod agreement.pdf
1454K

EXHIBIT A7

Gmail

Joe Kasper <joekasper1981@[redacted]>

puri

J kasper <thejklawoffice@[redacted]> Fri, Mar 10, 2023 at 2:24 PM
To: Joe Kasper <joekasper1981@[redacted]>

Please see attached

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

Settlement Agreement.docx (1) (1).pdf
91K

EXHIBIT A8

Gmail

Joe Kasper <joekasper1981@[redacted]>

Re: Signed STIPULATION ATTACHED

BK Metro <metrobk@[redacted]> Mon, Jun 19, 2023 at 6:04 PM
To: "thejklawoffice@[redacted]" <thejklawoffice@[redacted]>
Cc: Joe Kasper <joekasper1981@[redacted]>

Hello Janice,

Please find attached the signed stipulation had sent the same to Mr. Joseph Kasper for rereview but haven't heard back.

Regards,

Sharan Puri
[redacted]

****
****

Confidentiality Disclosure: The information in this email and in attachments is confidential and intended solely for the attention and use of the named addressee(s). This information may be subject to legal professional or other privilege or may otherwise be protected by work product immunity or other legal rules. It must not be disclosed to any person without our authority. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to disclose, and must not disclose, copy, distribute, or retain this message or any part of it. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return E-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions.

****
****

Please attached Stipulation.

It is for the settlement, withdrawal, and dismissal
of the lawsuit against you and your company.
Please sign it, and return to me.

If you need to, please feel free to speak with Joe.

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

Lopez Vs Puri Stipulation of Dismissal .pdf
378K

EXHIBIT A9

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Lopes v Puri. Et al

3 messages

J kasper <thejklawoffice@[redacted]> Mon, Feb 13, 2023 at 4:12 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Fri, Feb 10, 2023 at 2:08 PM
Subject: Re: Lopes v Puri. Et al
To: J kasper <thejklawoffice@[redacted]>

The Court will likely reject the agreement. This is not the one I sent. This one has a confidentiality agreement.

Attached is the one I sent. He should sign this one so we can be done with this.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Thu, Feb 9, 2023 at 11:24 AM J kasper <thejklawoffice@[redacted]> wrote:
>
>
> Good morning, Mohammed,
>
>
> Attached please find the executed Settlement
> Agreement.
>
> Please contact me with any questions.
>
>

> Attorney at Law
>
>
> 105-30 Crossbay Boulevard
> Ozone Park, New York 11417
> [redacted] 2179

Settlement Agreement.docx.pdf
91K

J kasper <thejklawoffice@[redacted]> Thu, Feb 23, 2023 at 5:41 PM
To: Joe Kasper <joekasper1981@[redacted]>

---------- Forwarded message ---------
From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Thu, Feb 23, 2023, 11:00 AM
Subject: Re: Lopes v Puri. Et al
To: J kasper <thejklawoffice@[redacted]>

Counsel,

Settlements under the FLSA require court approval. Courts often and one might even say routinely reject settlements which have a general release. The same is true with respect to settlements that have confidentiality agreements.

That being said, courts have routinely allowed parties to conclude a litigation with the defendant delivering a rule 68 offer, plaintiff formally accepting, and the Court dismissing the matter without any review process.

If we did a Rule 68 here, we could settle the FLSA claim, and we could settle the NYLL claims, both outside of Court. The NYLL claims could be settled with a general release and confidentiality at that point.

As it stands, there is no Rule 68 offer from Defendant. That is why the settlement agreement was revised to eliminate confidentiality and the general release.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Thu, Feb 23, 2023 at 5:13 AM J kasper <thejklawoffice@[redacted]> wrote:

> Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Feb 23, 2023 at 5:07 AM
Subject: Re: Lopes v Puri. Et al
To: Mohammed Gangat <mgangat@[redacted]>

We are in receipt of your email. It is equally our intensions to close this out expeditiously but the revised Stipulation we sent you contained no new language, simply a combination of the original proposed Stipulation you sent and the 2nd one. We understand some of the differences are due to how you plan to present it to the Court but your original proposed Stipulation contained a confidentiality agreement. The only thing Defendants had asked to revise from the first proposed Stipulation, was to add an indemnification regarding taxes. If deleting the confidentiality agreement portion of it gets this done, that's okay, but your 2nd proposed Agreement deleted c0-Defendant Floraisin. Why would Mr. Puri release checks he has already drawn up, of which we sent you a copy of, if you aren't also releasing his company, like your first Stipulation did? Let's get this done. We look forward to hearing from you.

cc: Puri

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Mon, Feb 13, 2023 at 8:27 PM Mohammed Gangat <mgangat@[redacted]> wrote:

> Reminder, I am not submitting the agreement you sent me for approval.
> I dont know where that agreement came from or why you would think I
> can submit that to the Court.
>
> Thanks,
>
> Mohammed Gangat, Esq.
> LAW OFFICE OF MOHAMMED GANGAT
> 675 Third Avenue, Suite 1810
> New York, NY 10017
> mgangat@[redacted]
> moe@[redacted]
> @lawyerforworkers
> [redacted]
>
> [Quoted text hidden]

J kasper <thejklawoffice@[redacted]> Wed, Mar 8, 2023 at 3:39 PM
To: Joe Kasper <joekasper1981@[redacted]>

Counsel:

Please send a new settlement stipulation
without the confidentiality clause.

Thank you.

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

[Quoted text hidden]

EXHIBIT A10

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: NYSCEF Alert: Appellate Division - 2nd Dept - Civil Action - General - Entry of Order/Judgment 2021-01503 (HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2004-2 v. ANDRES GALLO et al)

1 message

J kasper <thejklawoffice@[redacted]> Wed, Apr 12, 2023 at 2:58 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: <efile@[redacted]>
Date: Wed, Apr 12, 2023 at 10:28 AM
Subject: NYSCEF Alert: Appellate Division - 2nd Dept - Civil Action - General - Entry of Order/Judgment 2021-01503 (HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2004-2 v. ANDRES GALLO et al)
To: <docketingecfnyc@[redacted]>, <jcastillo@[redacted]>, <aroumeliotis@[redacted]>, <efile@[redacted]>, <james.faller@[redacted]>, <thejklawoffice@[redacted]>, <jose-castillo-4119@[redacted]>

Appellate Division - 2nd Dept
NOTIFICATION OF ENTRY OF ORDER/JUDGMENT
04/10/2023

Document: 17 - DECISION AND ORDER

Please note that the above referenced document has been entered in the office of the Clerk of the Court. The date and time of entry are indicated by the file stamp affixed to the document and displayed on the document detail page.

Case Information

Appeal #: **2021-01503**
Caption: **HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2004-2 v. ANDRES GALLO et al**
eFiling Status: **Partial Participation Recorded**

E-mail Notifications Sent

Name	Email Address
JOSEPH KASPER	thejklawoffice@[redacted]
JAMES FALLER	james.faller@[redacted]

NOTICE: This e-mail is intended only for the named recipient and for the purposes of the New York State Courts E-Filing System. If you are neither the intended recipient nor a person designated to receive messages on behalf of the intended recipient, notify the sender immediately.

If you are unsure of the contents or origin of this email, it is advised to NOT click on any links provided. Instead, log into your NYSCEF account to access the documents referred to in this email. Thank you.

EXHIBIT A11

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Fw: Matter of Sasha R., 2022-00805

J kasper <thejklawoffice@[redacted]> Fri, Mar 10, 2023 at 6:24 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Fillow, MacKenzie (Law)** <mfillow@[redacted]>
Date: Fri, Mar 10, 2023 at 5:47 AM
Subject: Fw: Matter of Sasha R., 2022-00805
To: Jackie Vazquez <jvazquez@[redacted]>
Cc: Singh, Riti <RPSingh@[redacted]g>, Stern, Judith <JSStern@[redacted]>, J kasper <thejklawoffice@[redacted]>, Victor Knapp, Esq. <Vk989@[redacted]>

Dear Ms. Vazquez,

ACS's reply brief is attached here. I will also submit it through the portal.

Thank you,
MacKenzie

MacKenzie Fillow
Assistant Corporation Counsel | Appeals Division
New York City Law Department
100 Church Street
New York, New York 10007
[redacted]

From: Fillow, MacKenzie (Law) <mfillow@[redacted]>
Sent: Friday, March 10, 2023 11:25 AM
To: J kasper <thejklawoffice@[redacted]>; Stern, Judith <JSStern@[redacted]>; Singh, Riti <RPSingh@[redacted]>; Victor Knapp, Esq. <Vk989@[redacted]>
Subject: Matter of Sasha R., 2022-00805

Good morning- Attached is ACS's reply brief in this case.

Thank you,
MacKenzie

MacKenzie Fillow
Assistant Corporation Counsel | Appeals Division
New York City Law Department
100 Church Street
New York, New York 10007
[redacted]
[redacted]

Sasha R final reply 3-7.pdf
451K

EXHIBIT A12

Gmail

Joe Kasper <joekasper1981@[redacted]>

mm motion

J kasper <thejklawoffice@[redacted]> Fri, Jul 1, 2022 at 6:14 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]

R[redacted] JULY M[redacted] DSMISS JUNE 2022.docx
21K

EXHIBIT A13

Gmail

Joe Kasper <joekasper1981@[redacted]>

(no subject)

J kasper <thejklawoffice@[redacted]> Sun, Apr 3, 2022 at 3:11 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

krms sjkdjhfg.pdf
2189K

EXHIBIT A14

Gmail

Joe Kasper <joekasper1981@[redacted]>

Karlene grant

J kasper <thejklawoffice@[redacted]> Thu, Apr 14, 2022 at 12:24 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

2 attachments

k[redacted] grant osc 1.pdf
1507K

k[redacted] grant osc 2.pdf
661K

EXHIBIT A15

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Last Chance to Purchase Tickets!

J kasper <thejklawoffice@[redacted]> Sun, May 8, 2022 at 1:37 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Steuben Parade** <chairman@[redacted]>
Date: Sun, May 8, 2022 at 1:24 PM
Subject: Last Chance to Purchase Tickets!
To: <thejklawoffice@[redacted]>

GERMAN-AMERICAN
STEUBEN PARADE NEW YORK

[redacted]

Click here for more information.

We hope you can join us for the Crowning of Miss German-America 2022. TODAY - May 8th at Midnight is the last chance to order tickets for the event next Sunday. Tickets must be ordered online. Please purchase your tickets online here.

Be sure to stop by our selfie booth from DigiBooths to take a few pics of your own!

Visit our newly designed website to learn how to join the Parade as a marching group, supporter or volunteer.

Get your Steuben Parade gear by visiting our updated shop.

---

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New York, NY 10008

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Committee.

Our mailing address is:
German-American Committee of Greater NY
P.O. Box 3386
New York, NY 10008

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EXHIBIT A16

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: [redacted]162nd St, Jamaica - personal injury case

J kasper <thejklawoffice@[redacted]> Thu, May 12, 2022 at 10:05 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: r[redacted] a[redacted] <raho786@[redacted]>
Date: Tue, May 10, 2022 at 12:02 PM
Subject: [redacted] 162nd St, Jamaica - personal injury case
To: <thejklawoffice@[redacted]>

Good Afternoon Mr Kasper,
Hope you and the family are doing well.
This is B[redacted] (P[redacted]'s wife). I am following up with you on the above case you were handling and we thought you had said that you had turned it over to Daniel Kogan, however, he said he does not know anything about the case.
Can you please advise?
Thank you so much,
B[redacted] A[redacted]

Sent from my iPhone

EXHIBIT A17

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Hon. Donna-Marie Golia Appointed as the Administrative Judge for Criminal Term, Queens County

J kasper <thejklawoffice@[redacted]> Mon, Aug 22, 2022 at 1:39 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Queens County Bar Association** <jruiz@[redacted]>
Date: Fri, Aug 19, 2022 at 1:46 PM
Subject: Hon. Donna-Marie Golia Appointed as the Administrative Judge for Criminal Term, Queens County
To: <thejklawoffice@[redacted]>

Dear Member:

Please join us in congratulating the Honorable Donna-Marie Golia on her appointment as Administrative Judge for Criminal Term, Queens County, State Supreme Court. We wish you good luck in your new position.

Please see news release below for more information.

Yours truly,

Adam Moses Orlow

President

PRESS RELEASE

New York State
Unified Court System

Hon. Lawrence K. Marks
Chief Administrative Judge

Contact:
Lucian Chalfen,
Public Information Director
Arlene Hackel, Deputy Director
(212) 428-2500
www.nycourts.gov/press

Date: August 18, 2022

New Administrative Judge Named in Queens County

NEW YORK–Chief Administrative Judge Lawrence K. Marks today announced the appointment of Hon. Donna-Marie E. Golia as Administrative Judge for Criminal Matters, State Supreme Court, Queens County. The appointment was made with the approval of Chief Judge Janet DiFiore and in consultation with Presiding Justice Hector D. LaSalle, Appellate Division, Second Dept. In her new capacity, Judge Golia will oversee the management and daily operation of one of New York's criminal busiest courts. She succeeds Hon. George Grasso, who retired from the bench last month.

"Judge Golia is an experienced judge and adept manager with a reputation for fairness and hard work. She brings extensive knowledge of the law and court operations to her new role. I am pleased that she has agreed to take on this latest challenge and fully confident in her ability to lead the Court, building on Judge Grasso's efforts to optimize efficiency and enhance the quality of justice," said Chief Administrative Judge Marks.

Judge Golia joined the New York State bench in 2013, upon her election to the New York City Civil Court, Queens County. Initially assigned to the New York City Criminal Court, Queens County, she later sat on the bench in Civil Court, Queens County. She was designated an Acting Supreme Court Justice in 2016, handling matrimonial and

other matters in addition to managing a Civil Court calendar. From 2018 to 2019, she served as Supervising Judge, New York City Civil Court, Queens County, working with the Administrative Judge in overseeing the Court's day-to-day management. Judge Golia was elected to the State Supreme Court, Queens County, in 2020, serving in both the Court's Civil and Criminal Terms. In January 2021, she was appointed an Associate Justice of the Appellate Term, Second Department for the Second, Eleventh and Thirteenth Judicial Districts, hearing appeals from the lower civil and criminal courts in Kings, Queens and Richmond counties, in addition to presiding over matters in State Supreme Court, Queens County.

Prior to becoming a judge, Judge Golia served as a court attorney referee and before that as a principal law clerk in Surrogate's Court, Queens County. Previously, she worked as an assistant district attorney in the Queens County District Attorney's Office where, over the course of her 11-year tenure, she served in various bureaus, including the Office's Homicide Investigations, Narcotics Trial, Appeals and Special Victims bureaus.

Judge Golia is a graduate of City University of New York Law School at Queens College. Among her professional associations, she is a member of the Queens County Women's Bar Association and the Columbian Lawyers Association, and an advisory board member and co-chair of the membership committee of the Judges and Lawyers Breast Cancer Alert (JALBCA). She has developed and presented judicial and other training programs on ADR and other topics.

In tribute to Judge Grasso, Judge Marks said, "We are thankful to Judge Grasso for his dedication and tireless efforts over the course of his distinguished judicial career, including his able stewardship of the Queens County Supreme Court-Criminal Term, where he implemented innovative programs while navigating the many challenges posed by the pandemic. We wish him the very best in all his future endeavors."

Judge Golia's appointment is effective immediately.

# # #

Adam Moses Orlow, President

Queens County Bar Association | 90-35 148 Street, Jamaica, NY 11435

Unsubscribe thejklawoffice@[redacted]

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Try email marketing for free today!

EXHIBIT A18

Gmail

Joe Kasper <joekasper1981@[redacted]>

The Letter

J kasper <thejklawoffice@[redacted]> Wed, Sep 14, 2022 at 11:42 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

jk ler for skort.pdf
89K

EXHIBIT A19

Gmail

Joe Kasper <joekasper1981@[redacted]>

A[redacted]

J kasper <thejklawoffice@[redacted]> Thu, Sep 15, 2022 at 10:30 AM
To: attorneymossa@[redacted], Joe Kasper <joekasper1981@[redacted]>

Good morning,

The Court has rescheduled
A[redacted] to October 19th

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

EXHIBIT A20

Gmail

Joe Kasper <joekasper1981@[redacted]>

SOPCAW minutes

J kasper <thejklawoffice@[redacted]> Tue, Oct 18, 2022 at 6:13 PM
To: Joe Kasper <joekasper1981@[redacted]>

Please see attached.

Thank you

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] [redacted] 2179

sopcaw minutesd.pdf
1073K

EXHIBIT A21

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: NYSCEF : (T[redacted] F[redacted]) AFFIRMATION IN OPPOSITION TO MOTION (Queens County Surrogate's Court) Todo Item Approval Notification

J kasper <thejklawoffice@[redacted]> Wed, Dec 7, 2022 at 1:52 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: <efile@[redacted]>
Date: Tue, Dec 6, 2022 at 9:17 AM
Subject: NYSCEF : (T[redacted] F[redacted] AFFIRMATION IN OPPOSITION TO MOTION (Queens County Surrogate's Court) Todo Item Approval Notification
To: <yblaise@[redacted]>, <motoole@[redacted]>, <ksignoretti@[redacted]>, <Wshanny@[redacted]>, <sbrown@[redacted]>, <vbrown@[redacted]>, <MBailey@[redacted]>, <DKOGAN1081@[redacted]>, <dbamdad@[redacted]>, <thejklawoffice@[redacted]>, <mcrawford@[redacted]>

Queens County Surrogate's Court
To Do Item: Payment Made
12/6/2022 9:17 AM

Payment Information

Date Paid: **12/6/2022 9:17 AM**
Payment Method: **No Fee**
Fee Paid: $0.00

File Record

File Number: **2019-637/B**
File Name: **T[redacted] F[redacted]**
Create Date: **6/1/2020 2:05 PM**
eFiling Status: **AP**

E-mail Service Notification Sent

Name	E-mail Address
JOSEPH KASPER	thejklawoffice@[redacted]
DANIEL KOGAN	DKOGAN1081@[redacted]
WILLIAM SHANAHAN	Wshanny@[redacted]
VERLEY BROWN	vbrown@[redacted]
MARCUS O'TOOLE-GELO	motoole@[redacted]
DAVID BAMDAD	dbamdad@[redacted]

Document Filed

Document Type	Description	Received Date
AFFIRMATION IN OPPOSITION TO MOTION	Affirmation in Opp to Motion	11/28/2022

Pursuant to Section 207.4-a of the Uniform Rules, service of interlocutory documents through the electronic filing system can be made only on parties who have agreed to participate in e-filing. All other parties, whose names are not listed above, must be served with papers in hard copy form in accordance with the Surrogate's Court Procedure Act. **NOTICE:** This e-mail is intended only for the named recipient and for the purposes of the New York State Courts E-Filing System. If you are neither the intended recipient nor a person designated to receive messages on behalf of the intended recipient, notify the sender immediately.

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EXHIBIT A22

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Event registration confirmed for CLE: Highlights of Recent Cases Pertaining to Animals/Virtual via Zoom/February 15, 2023 1:00 PM

J kasper <thejklawoffice@[redacted]> Wed, Feb 15, 2023 at 12:33 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Queens County Bar Association** <SKHAN@[redacted]>
Date: Wed, Feb 15, 2023 at 12:31 PM
Subject: Event registration confirmed for CLE: Highlights of Recent Cases Pertaining to Animals/Virtual via Zoom/February 15, 2023 1:00 PM
To: Joseph Kasper <thejklawoffice@[redacted]>

Dear Joseph Kasper,
Your event registration has been completed. Thank you for registering!

CLE: Highlights of Recent Cases Pertaining to Animals

When: February 15, 2023 1:00 PM, EST

Where: Virtual via Zoom

Please click the link below to join the webinar:

https://us02web.zoom.us/j/86884490979?pwd=djM0c1BzRmV0b3E3dWd6V2NhdllpdZ09

Passcode: 600345

Or One tap mobile : US: +19292056099,,86884490979# or +16469313860,,86884490979#

Materials: Click here

Verification Form: Click here to access seminar verification form.

EVENT DETAILS:

QUEENS COUNTY BAR
90-35 148th Street, Jamaica, NY 11435 • Tel [redacted] • Fax 718-
PRESIDENT: ADAM MOSES ORLOW
ACADEMY OF LAW DEAN: Michael D. Abneri, E
ACADEMY OF LAW ASSOCIATE DEANS: Kristen J. Dubowski Barba, Esq. • Hon. Darrell L. Gavrin • Leslie S. N

Animal Law Committee presents a ZO

HIGHLIGHTS OF REC
PERTAINING TO A

Wednesday, February 1
1:00 pm - 2:00 pm

PANELISTS & TOPICS (IN ORDER OF PR

HON. GEORGE M. HEYMANN, *Chair*, Animal Law C
Vicious Propensities; Humanification of Ani

FLORENCE FASS, ESQ., *Fass & Gree*
Emotional Pets

HON. LOURDES M. VENTU
Associate Justice, Appellate Term, Supreme Court, S
2nd, 11th and 13th Judicial Dist
Custody of Household Pets When Couples S

QCBA Member - $0.00 **Non-M**

CLE Credit: 1.0 in Professional P
Transitional Course – Valid for All Attorne
ACCREDITATION: QCBA has been certified by the NYS CLE Board as an Accredite
Application for Renewal has been filed and is currentl

Registration Form

Pay by: ___Check ___Credit Card Auth. Signature_____

Card #: _____ _ Exp. Date

Name:_____ Email:_____

Must Register & Pay by February 13th to receive

WWW.QCBA.ORG or EMAIL: CLE@

No Refunds/credits if registration is not canceled by

ADDITIONAL INFORMATION:

YOUR REGISTRATION DETAILS:
Greeting: Hon.
First Name: Joseph
Middle Initial: F.
Last Name: Kasper
Organization: Queens Civil Court
Email: thejklawoffice@[redacted]
Preferred Phone: [redacted]3492

To review your registration details, go to your registration details page

Best regards,
Queens County Bar Association

Thank You To Our 2023
Platinum Sponsors & Corporate Partners

If you no longer wish to receive these emails you can unsubscribe at any time.

EXHIBIT A23

Gmail

Joe Kasper <joekasper1981@[redacted]>

The Letter

1 message

J kasper <thejklawoffice@[redacted]> Sat, Jul 22, 2023 at 2:42 AM
To: Joe Kasper <joekasper1981@[redacted]>

Please see attached lewtter.

Thank you

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

lukas ler to judge.pdf
71K

EXHIBIT A24

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd:

2 messages

J kasper <thejklawoffice@[redacted]> Wed, Dec 7, 2022 at 1:23 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Dennis Ring** <dennisringlaw@[redacted]>
Date: Tue, Dec 6, 2022 at 5:53 PM
Subject:
To: J kasper <thejklawoffice@[redacted]m>

Hi Judge,

Attached is the Letter the People filed yesterday on Janice's case.

Dennis

--
Dennis J. Ring
Law Office of Dennis J. Ring, Esq. PC
148-29 Cross Island Parkway
Whitestone, New York 11357
[redacted] Telephone
[redacted] Facsimile
dennisringlaw@[redacted]

DA Letter Response 12-5-22.pdf
191K

J kasper <thejklawoffice@[redacted]> Fri, Jan 27, 2023 at 5:48 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Dennis Ring** <dennisringlaw@[redacted]>
Date: Thu, Jan 26, 2023 at 4:12 PM
Subject: Re:
To: J kasper <thejklawoffice@[redacted]>

Very happy that Janice's case was finally resolved today.

Couple of reminders:

1. She must pay the court surcharges by March 23. I believe they amount to $375.

2. 500 hours of community service must be completed through probation by July 26, 2024.

Dennis
[Quoted text hidden]

EXHIBIT A25

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: NYSCEF : (T[redacted] F[redacted]) AFFIDAVIT (Queens County Surrogate's Court) Notification of EFiling

1 message

J kasper <thejklawoffice@[redacted]> Wed, Dec 7, 2022 at 1:51 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: <efile@nycourts.gov>
Date: Tue, Dec 6, 2022 at 12:19 PM
Subject: NYSCEF : (T[redacted] F[redacted]) AFFIDAVIT (Queens County Surrogate's Court) Notification of EFiling
To: <motoole@[redacted]>, <yblaise@[redacted]>, <ksignoretti@[redacted]>, <Wshanny@[redacted]>, <sbrown@[redacted]>, <vbrown@[redacted]>, <DKOGAN1081@[redacted]>, <MBailey@[redacted]>, <dbamdad@[redacted]>, <thejklawoffice@[redacted]>, <mcrawford@[redacted]>

Queens County Surrogate's Court
Notification of Filing
12/6/2022

The NYSCEF System has received documents from the court user, SystemUser Surrogate , for the case listed below. Please retain this notification for your records.

File Record

File Number: **2019-637/B**
File Name: **T[redacted] F[redacted]**
Create Date: **6/1/2020 2:05 PM**
eFiling Status: **Approved for EF**

E-mail Service Notification Sent

Name	E-mail Address
DANIEL KOGAN	DKOGAN1081@[redacted]

JOSEPH KASPER	thejklawoffice@[redacted]
WILLIAM SHANAHAN	Wshanny@[redacted]
VERLEY BROWN	vbrown@[redacted]
MARCUS O'TOOLE-GELO	motoole@[redacted]
DAVID BAMDAD	dbamdad@[redacted]

Document Filed

Document Type	Description	Received Date
AFFIDAVIT		12/6/2022

NOTE: If a document listed above is not linkable to view, participating parties may view any unrestricted document by logging into NYSCEF.

Pursuant to Section 207.4-a of the Uniform Rules, service of interlocutory documents through the electronic filing system can be made only on parties who have agreed to participate in e-filing. All other parties, whose names are not listed above, must be served with papers in hard copy form in accordance with the Surrogate's Court Procedure Act. **NOTICE:** This e-mail is intended only for the named recipient and for the purposes of the New York State Courts E-Filing System. If you are neither the intended recipient nor a person designated to receive messages on behalf of the intended recipient, notify the sender immediately.

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EXHIBIT A26

Gmail

Joe Kasper <joekasper1981@[redacted]>

updated letter

1 message

J kasper <thejklawoffice@[redacted]> Wed, Sep 14, 2022 at 1:58 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

jk ler for skort good.pdf
92K

EXHIBIT A27

Gmail

Joe Kasper <joekasper1981@[redacted]>

casoer

1 message

J kasper <thejklawoffice@[redacted]> Mon, Aug 8, 2022 at 8:23 PM
To: Joe Kasper <joekasper1981@[redacted]>

Teen Faces up to 15 Years for Hate Attack | The Forum Newsgroup

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

EXHIBIT A28

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: People v. Janice Bar, 3872/2014 & [redacted]

1 message

J kasper <thejklawoffice@[redacted]> Sun, May 8, 2022 at 1:42 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Bruno Bier** <bbier@[redacted]>
Date: Thu, May 5, 2022 at 3:23 PM
Subject: Fwd: People v. Janice Bar, 3872/2014 & [redacted]
To: thejklawoffice@[redacted] <thejklawoffice@[redacted]>

---------- Forwarded message ---------
From: **Bruno Bier** <bbier@[redacted]>
Date: Thu, May 5, 2022 at 3:22 PM
Subject: Re: People v. Janice Bar, 3872/2014 & [redacted]
To: Edwards-Lebair, James <edwardslebairj@[redacted]>, Michele D. Hendricks <mhendric@[redacted]v>

Dear Court Attorney Hendricks,

If you recall, I am the attorney for Janice Bar. There is currently a motion pending for resentencing based on the fact that she is over 60 years old, she has a number of health issues, COVID poses a greater risk to her because of her age and health issues, and these convictions represent her first offenses.

In addition, the Commissioner at Rikers Jail has made a public appeal for alternative sentencing in lieu of jail because of the overcrowding at Rikers Jail. We are asking the Court to sentence Ms. Bar to an alternative to jail, which could include hone confinement and/or probation.

Ms. Bar's case is on tomorrow. Can we adjourn the case, so that we can have the opportunity to conference the case with you and the assigned ADA James Edwards-LeBair?

Thank you for your consideration.

Best regards,

Bruno C. Bier
[redacted]

On Thu, Mar 12, 2020 at 4:42 PM Michele D. Hendricks <mhendric@[redacted]v> wrote:

> Good afternoon, gentlemen. Thank you all for conferencing the above matters with me on behalf of the court today. By way of summary, I understand that counsel seeks to further reduce the defendant's sentence for the consolidated trial cases of Ind. Nos. 3872/2014 and [redacted]5 prior to the sentencing on the latter case of Ind. No. [redacted] on which the defendant pleaded guilty.
>
> At the conclusion of our conference, counsel agreed to EXPEDITIOUSLY compile all related medical records for review by the District Attorney's Office, as well as by the court. The context within which to review those documents is the law relating to an anticipated CPL 440.20 motion asking for the court to set aside the sentence and impose a non-incarceratory sentence.
>
> To that end, we agreed to regroup in a telephonic conference next week, Wednesday, March 18th, as a status update on the above and a decision about an administrative adjournment for the next court date of March 20th.
>
> This is, of course, a summary of our discussion. However, if I have misrepresented something or omitted something of importance, please provide your input.
>
> Otherwise, let's confirm a time for next Wednesday's call. I propose 10:00 am with ADA Keenan graciously agreeing to host the call.
>
> Thanks,
>
> Micki
>
> Micki Hendricks
>
> Principal Court Attorney to the TAP Parts
>
> NYS Supreme Court – New York County
>
> 100 Centre Street
>
> New York, New York 10013
>
> [redacted]
>
> mhendric@[redacted]

--
Law Office of Bruno C. Bier
225 Broadway, Suite 1803
New York, NY 10007
O: [redacted]
F: [redacted]
bbier@[redacted]

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--
Law Office of Bruno C. Bier

225 Broadway, Suite 1803
New York, NY 10007
O: [redacted]
F: [redacted]
bbier@[redacted]

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EXHIBIT A29

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: NYSCEF Notification: Kings - Landlord and Tenant - Holdover - <LETTER/CORRESPONDENCE - TO COURT> LT-079623-19/KI (K[redacted] G[redacted] v. P[redacted] F[redacted] et al.)

1 message

J kasper <thejklawoffice@[redacted]> Sun, May 8, 2022 at 1:42 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: <efile@[redacted]>
Date: Sat, May 7, 2022 at 1:01 PM
Subject: NYSCEF Notification: Kings - Landlord and Tenant - Holdover - <LETTER/CORRESPONDENCE - TO COURT> LT-079623-19/KI (K[redacted] G[redacted] v. P[redacted] F[redacted] n et al.)
To: <thejklawoffice@[redacted]>, <DKOGAN1081@[redacted]>, <efile@[redacted]>

Kings County Civil Court - Landlord and Tenant Division
Notification of Filing
05/07/2022

On 05/07/2022, the NYSCEF System received the documents listed below from filing user DANIEL KOGAN . Please keep this notice as a confirmation of this filing.

NOTE: Court rules require hard copy service upon any party who has not chosen to participate in e-filing, and upon attorneys who have opted-out or declined consent to e-filing.

Case Information

Case #: **LT-079623-19/KI**
Caption: **K[redacted] G[redacted]t v. P[redacted] F[redacted] et al.**

eFiling Status: **Partial Participation Recorded**
Assigned Case Judge: **No Judge Assigned**

Documents Received

Doc #	Document
25	LETTER/CORRESPONDENCE - TO COURT copy of notice of petition + petition, previously filed
26	LETTER/CORRESPONDENCE - TO COURT copy of previously filed proof of service

E-mail Service Notifications Sent

Name	Email Address
DANIEL KOGAN	DKOGAN1081@[redacted]
JOSEPH KASPER	thejklawoffice@[redacted]

E-mail Service Notifications NOT Sent
Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent

Party	Attorney
P[redacted] F[redacted], Respondent	No Representation Recorded
M[redacted] G[redacted] Respondent	No Representation Recorded

Filing User

DANIEL KOGAN | DKOGAN1081@[redacted]

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EXHIBIT A30

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: GACGNY Meeting Notice

1 message

J kasper <thejklawoffice@[redacted]> Sun, May 8, 2022 at 1:38 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **ROBERT HUGEL** <RJHUGEL@[redacted]>
Date: Fri, May 6, 2022 at 10:16 AM
Subject: GACGNY Meeting Notice
To: ROBERT HUGEL <rjhugel@[redacted]>

Greetings,
Please seettached sent on behalf of our secretary Fred Hansen.
Bob

Gacgny meeting 2022.pdf
388K

EXHIBIT A31

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: File # 2020-0688 J[redacted] D[redacted]

1 message

J kasper <thejklawoffice@[redacted]> Tue, Apr 19, 2022 at 9:44 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Heather DeStefano** <hdestefano@[redacted]>
Date: Tue, Apr 19, 2022 at 3:44 PM
Subject: RE: File # 2020-0688 J[redacted] D[redacted]
To: TheJKLawOffice@[redacted] <TheJKLawOffice@[redacted]>

Hello Mr. Kasper,

I am following up in regards to the above mentioned.

At this time we are trying to avoid the motion to enter judgment.

Are you still representing the above mentioned?

My direct line [redacted] ext [redacted]

Heather DeStefano

Account Manager

PETER C. MERANI, P.C.
1001 Avenue of the Americas

Suite 1800
New York, NY 10018

Phone: [redacted] ext. [redacted]
Fax: [redacted]
E-Mail: HDeStefano@[redacted]

The information contained in this message may be CONFIDENTIAL and is for the intended addressee only. Any unauthorized use, dissemination of the information, or copying of this message is prohibited. If you are not the intended addressee, please notify the sender immediately and delete this message.

From: Heather DeStefano
Sent: Wednesday, June 2, 2021 12:47 PM
To: TheJKLawOffice@[redacted]
Subject: File # 2020-0688 J[redacted] D[redacted]
Importance: High

Hello Mr. Kasper,

Settlement options are as follows:

Option 1: Lump sum of $4903.00

Option 2: 5686.00 down payment of $ 1935.00 with 12 payments of $312.00 or $156.00 for 24 months

Option 3: $5,676.00 $158.00 for 36 months

My direct line is [redacted]

Sincerely,

Heather DeStefano

Account Manager

PETER C. MERANI, P.C.
1001 Avenue of the Americas

Suite 1800
New York, NY 10018
Phone: [redacted]

Direct line [redacted]
Fax: [redacted]
E-Mail: HDeStefano@[redacted]

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EXHIBIT A32

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: 2022 Annual Dinner & Installation - Live and In-Person!

1 message

J kasper <thejklawoffice@[redacted]> Mon, Apr 18, 2022 at 10:47 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Queens County Bar Association** <skhan@q[redacted]>
Date: Mon, Apr 18, 2022 at 3:11 PM
Subject: 2022 Annual Dinner & Installation - Live and In-Person!
To: <thejklawoffice@[redacted]>

Dear QCBA Members and Friends:

On Thursday, May 5, the Queens County Bar Association will hold our Annual Dinner and Installation of the 2022-23 QCBA President Adam Moses Orlow and all of the association's officers and managers. We will also be honoring our long-time Executive Director Arthur Terranova, who retired last May after 35 years at the helm of the organization. COVID has precluded us from properly recognizing his many accomplishments before now and we hope you will join us in paying tribute to him and his legacy.

As we have in past years, we will be producing a Dinner Journal for the event and will be offering sponsorship packages to fit every budget. This journal affords us the opportunity to commemorate the accomplishments of our Association, congratulate Adam and the Board of Managers, celebrate over 145 years of service to our members and the community in Queens County and bid Arthur a fond farewell. All sponsorship packages include at least one ticket to the dinner and proceeds from the sponsorships and advertising benefit the Queens County Bar Association and the Queens Volunteer Lawyers Project.

The sponsorship and advertising opportunities are being offered by the Queens Volunteer Lawyers Project, a 501(c)(3) nonprofit organization and the cost, less the value of the dinner tickets, is tax deductible to the full extent allowed by law.

To secure your sponsorship or advertisement, please complete the form on page 3 and submit the form *and* your artwork as follows:

- email to: mweliky@[redacted] *(PDF or JPG files only)*
- mail to: Queens Volunteer Lawyers Project
  90-35 148th Street
  Jamaica, NY 11435
  Attn: Annual Dinner Committee

If mailing your artwork, please mail it flat (do not fold or crease the art)

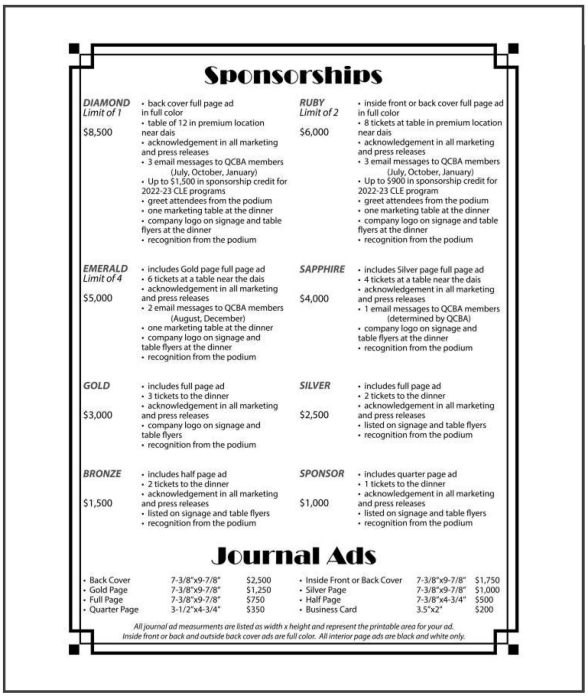
For questions regarding journal advertisements, please contact Mark Weliky. For questions regarding sponsorship packages, please contact Jonathan Riegel. Contact information for both are below.

We thank you in advance for your participation and support!

Mark Weliky
Executive Director
Queens Volunteer Lawyers Project
mweliky@[redacted]

Jonathan Riegel, CAE
Executive Director
Queens County Bar Association
jriegel@[redacted]

Frank Bruno, Jr.
President
Queens County Bar Association
fbjlaw@[redacted]



Sponsorships

DIAMOND — Limit of 1 — $8,500
- back cover full page ad in full color
- table of 12 in premium location near dais
- acknowledgement in all marketing and press releases
- 3 email messages to QCBA members (July, October, January)
- Up to $1,500 in sponsorship credit for 2022-23 CLE programs
- greet attendees from the podium
- one marketing table at the dinner
- company logo on signage and table flyers at the dinner
- recognition from the podium

RUBY — Limit of 2 — $6,000
- inside front or back cover full page ad in full color
- 8 tickets at table in premium location near dais
- acknowledgement in all marketing and press releases
- 3 email messages to QCBA members (July, October, January)
- Up to $900 in sponsorship credit for 2022-23 CLE program
- greet attendees from the podium
- one marketing table at the dinner
- company logo on signage and table flyers at the dinner
- recognition from the podium

EMERALD — Limit of 4 — $5,000
- includes Gold page full page ad
- 6 tickets at a table near the dais
- acknowledgement in all marketing and press releases
- 2 email messages to QCBA members (August, December)
- one marketing table at the dinner
- company logo on signage and table flyers at the dinner
- recognition from the podium

SAPPHIRE — $4,000
- includes Silver page full page ad
- 4 tickets at a table near the dais
- acknowledgement in all marketing and press releases
- 1 email messages to QCBA members (determined by QCBA)
- company logo on signage and table flyers at the dinner
- recognition from the podium

GOLD — $3,000
- includes full page ad
- 3 tickets to the dinner
- acknowledgement in all marketing and press releases
- company logo on signage and table flyers
- recognition from the podium

SILVER — $2,500
- includes full page ad
- 2 tickets to the dinner
- acknowledgement in all marketing and press releases
- listed on signage and table flyers
- recognition from the podium

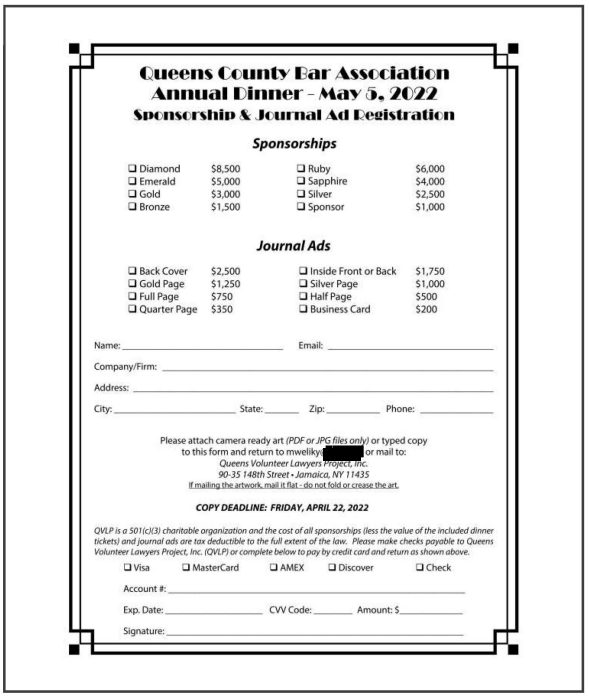
BRONZE — $1,500
- includes half page ad
- 2 tickets to the dinner
- acknowledgement in all marketing and press releases
- listed on signage and table flyers
- recognition from the podium

SPONSOR — $1,000
- includes quarter page ad
- 1 tickets to the dinner
- acknowledgement in all marketing and press releases
- listed on signage and table flyers
- recognition from the podium

Journal Ads

• Back Cover	7-3/8"x9-7/8"	$2,500	• Inside Front or Back Cover	7-3/8"x9-7/8"	$1,750
• Gold Page	7-3/8"x9-7/8"	$1,250	• Silver Page	7-3/8"x9-7/8"	$1,000
• Full Page	7-3/8"x9-7/8"	$750	• Half Page	7-3/8"x4-3/4"	$500
• Quarter Page	3-1/2"x4-3/4"	$350	• Business Card	3.5"x2"	$200

All journal ad measurements are listed as width x height and represent the printable area for your ad.
Inside front or back and outside back cover ads are full color. All interior page ads are black and white only.



Queens County Bar Association
Annual Dinner - May 5, 2022
Sponsorship & Journal Ad Registration

Sponsorships

❑ Diamond	$8,500	❑ Ruby	$6,000
❑ Emerald	$5,000	❑ Sapphire	$4,000
❑ Gold	$3,000	❑ Silver	$2,500
❑ Bronze	$1,500	❑ Sponsor	$1,000

Journal Ads

❑ Back Cover	$2,500	❑ Inside Front or Back	$1,750
❑ Gold Page	$1,250	❑ Silver Page	$1,000
❑ Full Page	$750	❑ Half Page	$500
❑ Quarter Page	$350	❑ Business Card	$200

Name: _____ Email: _____

Company/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Please attach camera ready art *(PDF or JPG files only)* or typed copy
to this form and return to mwelikyj[redacted] or mail to:
Queens Volunteer Lawyers Project, Inc.
90-35 148th Street • Jamaica, NY 11435
If mailing the artwork, mail it flat - do not fold or crease the art.

COPY DEADLINE: FRIDAY, APRIL 22, 2022

QVLP is a 501(c)(3) charitable organization and the cost of all sponsorships (less the value of the included dinner tickets) and journal ads are tax deductible to the full extent of the law. Please make checks payable to Queens Volunteer Lawyers Project, Inc. (QVLP) or complete below to pay by credit card and return as shown above.

❑ Visa ❑ MasterCard ❑ AMEX ❑ Discover ❑ Check

Account #: _____

Exp. Date: _____ CVV Code: _____ Amount: $_____

Signature: _____

Queens County Bar Association | 90-35 148 Street, Jamaica, NY 11435

Unsubscribe thejklawoffice@[redacted]

Update Profile | Constant Contact Data Notice

Sent by skhan@[redacted] in collaboration with

Constant Contact

Try email marketing for free today!

EXHIBIT A33

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: NYSCEF Notification: Nassau - Real Property - Mortgage Foreclosure - Residential - <ORDER (PROPOSED) (AMENDED)> 003119/2017 (U.S. BANK NA, v. MICHAEL MOSSA et al)

1 message

J kasper <thejklawoffice@[redacted]> Mon, Apr 18, 2022 at 10:45 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: <efile@nycourts.gov>
Date: Mon, Apr 18, 2022 at 12:53 PM
Subject: NYSCEF Notification: Nassau - Real Property - Mortgage Foreclosure - Residential - <ORDER (PROPOSED) (AMENDED)> 003119/2017 (U.S. BANK NA, v. MICHAEL MOSSA et al)
To: <tsalter@[redacted]>, <efile@[redacted]>, <thejklawoffice@[redacted]>, <aswanson@[redacted]>

Nassau County Supreme Court
Notification of Filing
04/18/2022

On 04/18/2022, the NYSCEF System received the documents listed below from filing user TIMOTHY SALTER . Please keep this notice as a confirmation of this filing.

Case Information

Index #: **003119/2017**
Caption: **U.S. BANK NA, v. MICHAEL MOSSA et al**
eFiling Status: **Partial Participation Recorded**
Assigned Case Judge: **FORECLOSURE STATUS PART JUDGE**

Working Copies By order of the Chief Administrative Judge (A0/267/20), the court shall NOT request working copies of documents filed electronically.

Documents Received

Doc #	Document	Received Date
27	ORDER (PROPOSED) (AMENDED) **Relief Sought:** Judgment - Summary	04/18/2022

E-mail Service Notifications Sent

Name	Email Address
ADAM SWANSON	aswanson@[redacted]
TIMOTHY SALTER	tsalter@[redacted]
JOSEPH KASPER	thejklawoffice@[redacted]

E-mail Service Notifications NOT Sent
Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent

Party	Attorney
MIREILLE CHARLES, Defendant/Respondent	No Representation Recorded
INDYMAC BANK FSB, Defendant/Respondent	No Representation Recorded
JOHN DOE #1-5, Defendant/Respondent	No Representation Recorded
JANE DOE # 1-5, Defendant/Respondent	No Representation Recorded

Filing User

TIMOTHY SALTER | tsalter@[redacted] 825 Eighth Avenue, 31st Floor, New York, NY 10019

Emergency Applications For Emergency Applications made after 5 p.m. or on days when the court is closed, please call 800-430-8457 or email emergency@nycourts.gov.
NOTICE: This e-mail is intended only for the named recipient and for the purposes of the New York State Courts E-Filing System. If you are neither the intended recipient nor a person designated to receive messages on behalf of the intended recipient, notify the sender immediately.

If you are unsure of the contents or origin of this email, it is advised to NOT click on any links provided. Instead, log into your NYSCEF account to access the documents referred to in this email. Thank you.

Maureen O'Connell, Nassau County Clerk
Phone: [redacted] **Email:** http://www.nassaucountyny.gov/agencies/Clerk/index.html
Website: http://www.nassaucountyny.gov/agencies/Clerk/index.html

EXHIBIT A34

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Still time to apply for Miss German-America

1 message

J kasper <thejklawoffice@[redacted]> Fri, Apr 15, 2022 at 1:01 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Steuben Parade** <chairman@[redacted]>
Date: Thu, Apr 14, 2022 at 2:29 PM
Subject: Still time to apply for Miss German-America
To: <thejklawoffice@[redacted]>

GERMAN-AMERICAN
STEUBEN PARADE NEW YORK

[redacted]

WHO IS

Miss German-America?

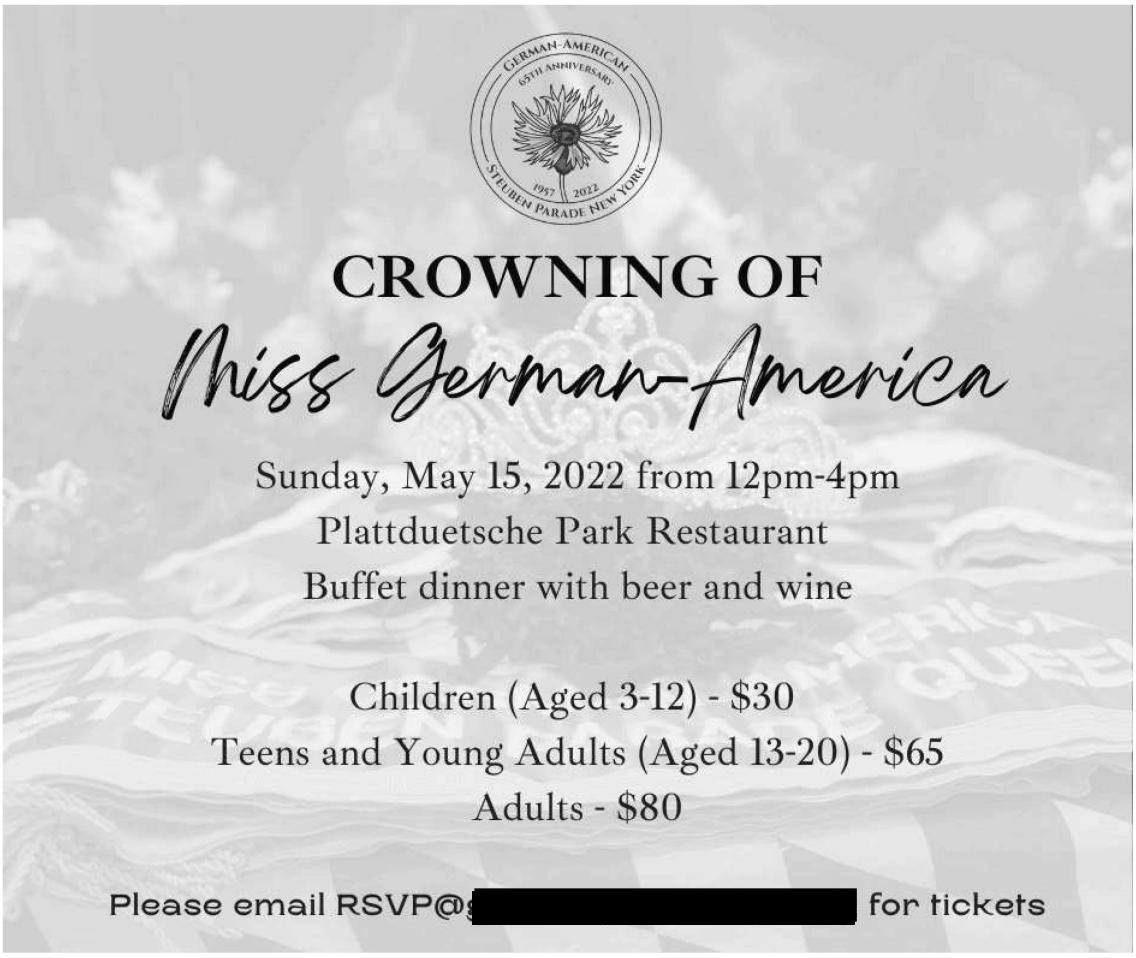
Every year we crown a Miss German-America, Steuben Parade Queen along with two Parade Princesses, Junior Princesses and a Junior General. As spokeswoman for the New York Steuben Parade, the Queen and her court will promote the New York Steuben Parade by attending numerous events in the greater NYC area.

They are Goodwill Ambassadors for the Parade. Miss German-America and two Princesses will each be awarded a college scholarship.

Click here for more information.

We hope you can join us for the Crowning of Miss German-America 2022.

E-mail us today to reserve you tickets.



Visit our newly designed website to learn how to join the Parade as a marching group, supporter or volunteer.

Get your Steuben Parade gear by visiting our updated shop.

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You are on this list because you are a fan of the Steuben Parade.

Our mailing address is:
German-American Committee of Greater NY
P.O. Box 3386
New York, NY 10008

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

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You are on this list because you are a member or would like to become a member of the Steuben Parade Committee.

Our mailing address is:
German-American Committee of Greater NY
P.O. Box 3386
New York, NY 10008

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EXHIBIT A35

Gmail

Joe Kasper <joekasper1981@[redacted]>

Draft Supplement

2 messages

J kasper <thejklawoffice@[redacted]> Thu, Aug 25, 2022 at 2:27 PM
To: Joe Kasper <joekasper1981@[redacted]>

Hi, here is the draft - pages 1 to 4

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

J kasper <thejklawoffice@[redacted]> Thu, Aug 25, 2022 at 2:35 PM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

[Quoted text hidden]

supplemental memorandum of law pages 1 to 4.pdf
88K

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

- - - -

3. Her lack of recidivism in the some nine yhears since 2013, and her 2016 conviction.

4. That this Court could choose to resentence her to time served, five years probation, as directed by the First Department and community service.

In said Motion and Memorandum in support thereof, it was also explained that she was very much a victim of economic coercion by her oppressive co-Defendant boss Frank Spallone, and that the First Department had reduced on appeal his 2 -6 year sentence from Justice McLaughlin to 6 months but inequitably reduced Ms. Bar's 1 -2 year sentence to the same 6 months. The 1st Department in July of 2016, in its good discretion stayed execution of her sentence pending appeal, and post appeal in its October 1, 2014, Decision and Order centured that stay of execution, and "remitted" the matter to the Supreme Court for further proceeding pursuant to CPL 460.50 (5), While the People have not consented to Ms. Bar's resentencing, they have not, some eight months later, opposed said application 8in writing. Should this Court, despite the cogent reasons why it should resentence Ms. Bar to a non incarcerary sentence pursuant to CDPL 440.20, and the limited opposition from the People, decline to resentence her, Ms. Bar will have no choice but to appeal denial of resentencing by the Court to the First Department. Should the Court so deny her urgent application, Defendant will promptly make application for this Court to stay execution of its Order declining and resentencing. This Court has clear authority to do so.

POINT ONE

THE NEW YORK COUNTY SUPREME COURT CRIMINAL TERM HAS AUTHORITY AND DISCRETION PURSUANT TO CPL 460.50 TO STAY EXECUTION OF JUDGMENT OF ITS OWN ORDER, DENYING RESENTENCING – PENDING APPEAL

A. 1) CPL 460.50

> " S 460.50 Stay of judgment pending appeal to intermediate appellate Court intermediate appellate court from a judgment or from a sentence or a criminal court, a judge designated in subdivision two may issue an order both (a) staying or suspending the execution of the judgment pending the determination of the appeal, and (b) either releasing the defendant on his own recognizance or fixing bail pursuant to the provisions of article five hundred thirty. That phase of the order staying or suspending execution of the judgment deos not become effective unless and until the defendant is released, either on his own recognizance or upon the posting of bail.
> 2. An order as prescribed in subdivision one may be issued by the following Judges in the indicated situations:
> (a) If the appeal is to be appellate division from a judgment or a sentence of either the supreme court or the New York City criminal court, such order may be issued by (i) a justice of the appellate division of the department in which the judgement was entered, or (ii) a justice of the supreme court or the judicial district embracing the county in which the judgment was entered"

Relevant case law exemplified has such authority and good discretion of this Court may be so Executed.

In HENNESSEY v CUNNINGHAM 57 AD 2d 298 (1977), Defendant Speech had been sentenced to one year incarceration by a judge who subsequently retired, like Justice McLaughlin did, and like this matter Defendant sought relief from the Appellate Division, which also addressed inter alia, the alleged excessiveness of his sentence *(54 AD2d 826) and leave to the Court of Appeals was also denied (41 NY 2d 869). Application was made in the Onondaga County Court, where he was originally convicted to a subsequent judge and resentencing was granted on the basis of Defendant's medical condition. The Onondaga County District Attorney appealed and the Appellate Division specifically st

> "If Respondent Speech has a right to be resentenced, such right cannot be lost because of the … retirement of the judge, who originally sentenced him. Rather, as the Court of Appeals has stated, the rule is thar jurisdiction of a court to stay execution of a sentence … it is not confined to the term nor the one judge, but it is vested in the court (People ex rel. WOODIN v. OTTAWAY, 22247 N Y 493, 495). Note the Court of Appeals continued, is the jurisdiction of the court of original jurisdiction last by appeal to the Appellate Division and affirmation by that Court before the application for a stay was made (id., p. 496) Finally, it concluded that a judgment of affirmance by it or the Appellate Division was not an expression of opinion as to the propriety of staying or suspending the execution of a sentence.

However, the Court of Appeals has more recently held that the Appellate Division under its broad powers to reduce sentences may hold, in a proper case, that execution of a sentence be suspended (People v. Zuckerman, 5 N.Y. 2d 401, 403-404; see People v. Speiser, 277N.Y. 342). To the extent that Woodin held That the court of original jurisdiction retained jurisdiction to stay Or suspend execution of sentence we believe it is viable law. Nonetheless, in light of Zuckerman, that power retained by the court of original jurisdiction with respect to a change in sentence after appeal and affirmance by the Appellate Division is, however, very narrow and available only when sentence has not commenced to run as defined by former correction Law (§ 231; see Penal Law, § 70.30, sibd 1) and, also, only for those matters arise subsequent to appellate review (accord People v. Canna, 35 A.D. 2d 1062)

EXHIBIT A36

Gmail

Joe Kasper <joekasper1981@[redacted]>

Fwd: Still time to apply for Miss German-America

1 message

J kasper <thejklawoffice@[redacted]> Fri, Apr 15, 2022 at 1:01 AM
To: Joe Kasper <joekasper1981@[redacted]>

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **Steuben Parade** <chairman@[redacted]>
Date: Thu, Apr 14, 2022 at 2:29 PM
Subject: Still time to apply for Miss German-America
To: <thejklawoffice@[redacted]>

GERMAN-AMERICAN
STEUBEN PARADE NEW YORK

[redacted]

WHO IS

Miss German-America?

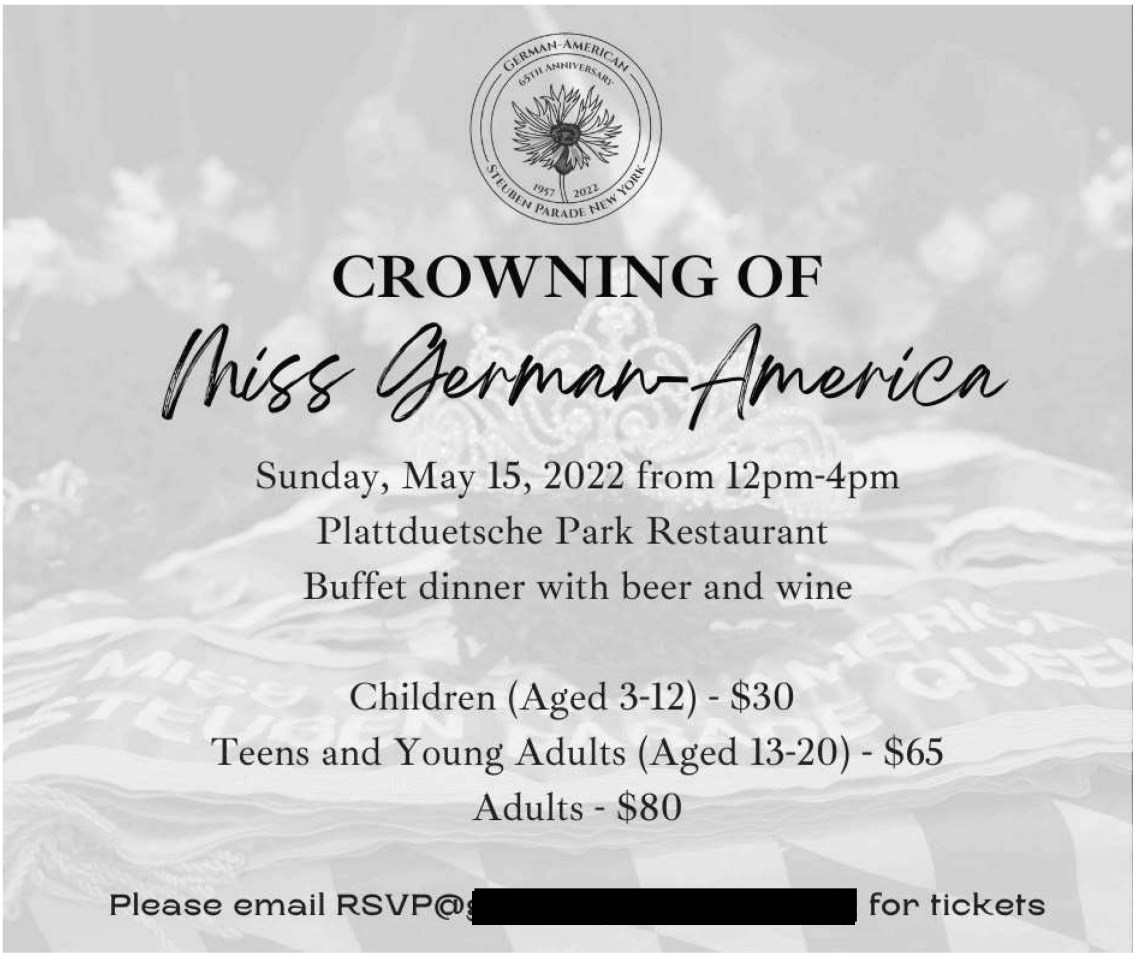
Every year we crown a Miss German-America, Steuben Parade Queen along with two Parade Princesses, Junior Princesses and a Junior General. As spokeswoman for the New York Steuben Parade, the Queen and her court will promote the New York Steuben Parade by attending numerous events in the greater NYC area.

They are Goodwill Ambassadors for the Parade. Miss German-America and two Princesses will each be awarded a college scholarship.

Click here for more information.

We hope you can join us for the Crowning of Miss German-America 2022.

E-mail us today to reserve you tickets.



Visit our newly designed website to learn how to join the Parade as a marching group, supporter or volunteer.

Get your Steuben Parade gear by visiting our updated shop.

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You are on this list because you are a fan of the Steuben Parade.

Our mailing address is:
German-American Committee of Greater NY
P.O. Box 3386
New York, NY 10008

Want to change how you receive these emails?
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You are on this list because you are a member or would like to become a member of the Steuben Parade Committee.

Our mailing address is:
German-American Committee of Greater NY
P.O. Box 3386
New York, NY 10008

Add us to your address book

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EXHIBIT A37

Gmail

Joe Kasper <joekasper1981@[redacted]>

MM LETTER

1 message

J kasper <thejklawoffice@[redacted]> Wed, Aug 17, 2022 at 2:03 PM
To: Joe Kasper <joekasper1981@[redacted]>

Please see attached

Janice Bar

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

M[redacted] D[redacted] LER AUGUST 2022.pdf
69K

MICHAEL MOSSA & ASSOCIATES, LLC
Attorney at Law
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 8122
Fax: [redacted] 5314
email: attornetymossa@[redacted]

August 15, 2022

Ms. D[redacted] T[redacted]

RE: ESTATE OF P[redacted] D[redacted]'
PROBATE PROCEEDING

Dear D[redacted]:

Our office represents your mother, M[redacted] M[redacted], in the above probate proceeding. The Estate of your grandmother, P[redacted] D[redacted], is being probated.

Your Grandmother's Last Will and Testament provides for your siblings and you to share (in equal shares) the remainder of proceeds. Your Grandmother's Estate is to be split up as follows: your Aunt, J[redacted] J[redacted] would receive $350,000; your mother would receive $7,000; A[redacted] R[redacted] would receive $25,000; and D[redacted] H[redacted] would receive $25,000. The portion that you would split with your siblings would be $180,000 in 3 equal shares.

After a lot of discussion, your mother suggeste that you and your siblings may be willing to renounce your shares of the inheritance. Those shares would go directly to your mother. If you are in agreement with this, please advise our office, and we will draw up documents to this effect.

Please be advised prior to agreeing to this, you may seek legal advise from any attorney of your choosing. By agreeing to give up the inheritance, you may be giving up certain of your rights.

Please advise us of your decision, or in the alternative, please tell us the name and phone number of the attorney who may be representing you.

Very truly yours,
MM

EXHIBIT A38

TAX LIEN FORECLOSURE – CONFERENCE

Supreme Court of the State of New York - County of QUEENS

NYCTL 2019-A TRUST **Plaintiff(s)/Petitioner(s) v.** Index No.: 722187/2020

COLUMBUS CLUB OF SOUTH OZONE **Defendant(s)/Respondent(s)**

A conference in this matter was held on 3/10/2022 Subject Property/SBL# Block 11806 Lot 7

APPEARANCES

For Plaintiff ☐ Retained Counsel ☐ Per Diem

Name Josef F. Abt Email/Phone: jabt@[redacted]

Law Firm: Bronster LLP Lien Servicer:

Counsel of Record-Point of Contact

For Defendant ☐ Unrepresented ☐ Retained Counsel ☐ Limited Representation

Name Joseph F. Kasper Email/Phone: thejklawoffice@[redacted]2179

Law Firm: OFFICES OF JOSEPH F. KASPER

Other: Appearing pro se as member of the Club as he can't represent the organization anymore as he is now a Judge.

LIEN INFORMATION

Original Lien Amount Fees Added Interest Added

Current Lien Amount $128,363.36 Date Lien Purchased

Type of Lien ☐ Tax ☐ Water/Utility ☐ Both

Prior Installment Agreement? ☐ Yes ☐ No

Has Homeowner Been Provided with Breakdown of Amount Due? ☐ Yes ☐ No

Redemption Period Expired ☐ Redemption Period Extended ☐

OUTCOME

☐ D failed to appear at the scheduled conference, case released from FSP

☐ P failed to appear at the schedule conference, conference adjourned to _____ at _____

☐ Both parties appeared but the case could not be settled, case released from FSP

☐ Forbearance / Installment Agreement, case adjourned to _____ at _____

☐ Case settled, P to file stipulation of discontinuance

☑ Court directs an adjournment to June 9, 2022 at 9:30 a.m.

Notes

Subsequent lien sold in 2021: $64,068.89
Plaintiff to serve a copy of this directive on defendant and submit proof of service to the court.
Plaintiff consents to allowing defendant to put in opposition to the motion for summary judgment that was fully submitted until after it is released from the settlement conference part.

☐ Court has advised D of the availability of legal service providers, housing counselors, and the NYS Homeowner Assistance Fund.

Directed by: Daniel S Gordon	P acknowledges receipt by signing below:	D acknowledges receipt by signing below:
Date: 3/10/2022		
	Signature	*Signature*

EXHIBIT A39

TAX LIEN FORECLOSURE – CONFERENC

Supreme Court of the State of New York - County of QUEENS

NYCTL 2019-A TRUST **Plaintiff(s)/Petitioner(s) v.** Index No.: 722187/2020

COLUMBUS CLUB OF SOUTH OZONE **Defendant(s)/Respondent(s)**

A conference in this matter was held on 6/9/2022 Subject Property/SBL# Block 11806 Lot 7

APPEARANCES

For Plaintiff ☐ Retained Counsel ☐ Per Diem

Name Josef F. Abt Email/Phone: jabt@[redacted]

Law Firm: Bronster LLP Lien Servicer:

Counsel of Record-Point of Contact

For Defendant ☐ Unrepresented ☐ Retained Counsel ☐ Limited Representation

Name Joseph F. Kasper Email/Phone: thejklawoffice@[redacted]2179

Law Firm: OFFICES OF JOSEPH F. KASPER

Other: Appearing pro se as member of the Club as he can't represent the organization anymore as he is now a Judge.

LIEN INFORMATION

Original Lien Amount Fees Added Interest Added

Current Lien Amount Date Lien Purchased

Type of Lien ☐ Tax ☐ Water/Utility ☐ Both

Prior Installment Agreement? ☐ Yes ☐ No

Has Homeowner Been Provided with Breakdown of Amount Due? ☐ Yes ☐ No

Redemption Period Expired ☐ Redemption Period Extended ☐

OUTCOME

☐ D failed to appear at the scheduled conference, case released from FSP

☐ P failed to appear at the schedule conference, conference adjourned to _____ at _____

☐ Both parties appeared but the case could not be settled, case released from FSP

☐ Forbearance / Installment Agreement, case adjourned to _____ at _____

☐ Case settled, P to file stipulation of discontinuance

☑ Court directs an adjournment to July 28, 2022 at 9:30 a.m.

Notes

Adjourned for defendant to take further steps to resolve this case. Defendant's counsel to appear at next conference.

☐ Court has advised D of the availability of legal service providers, housing counselors, and the NYS Homeowner Assistance Fund.

Directed by: Daniel J Gordon	P acknowledges receipt by signing below:	D acknowledges receipt by signing below:
Date: 6/9/2022		
	Signature	*Signature*

EXHIBIT A40

SUPREME COURT OF THE STATE OF NEW YORK
County of Queens, Tax Lien Foreclosure Part

Index Number: 722187/2020

IAS Justice: Unger, Sally E.

Tax Lien Foreclosure Conference Order

NYCTL 2019-A TRUST

Plaintiff(s),

-against-

COLUMBUS CLUB OF SOUTH OZONE PARK, INC. et al

Defendant(s).

A Tax Lien Foreclosure Conference having been scheduled / held before the undersigned today, and the following parties having appeared :

Bronster LLP, counsel for plaintiff(s), and _____
Plaintiff

William Shanahan, Esq. (Incoming to file CTCA and Notice of Appearance), counsel for defendant(s).
Defendant(s)

☐ This case does not meet the criteria of the Tax Lien Foreclosure Part.

☑ This case meets the criteria of the Tax Lien Foreclosure Part.

☐ This case has been settled.
☑ This case has not been settled and plaintiff may proceed with the action.
☐ Defendant(s), although on notice of today's conference date by way of this court's letter/conference dated _____, failed to appear.

☑ Other No settlement reached at this time. Defendant may enter a forbearance plan. Case released from settlement conference part.

Index Number: 722187/2020

IT IS HEREBY ORDERED:

☐ This action is scheduled for a preliminary conference on _____.

☑ Plaintiff is directed to appear at a virtual status conference on October 11, 2022 at 11:00am in a Microsoft Teams meeting, for proof of compliance with this order.

☐ Plaintiff is directed to file a Foreclosure Affirmation/Certificate of Merit pursuant to Administrative Order 208/13 by said status conference date.

☐ Plaintiff is directed to file an application seeking an Order of Reference by said status conference date.

☐ Plaintiff is directed to file an application seeking a Judgment of Foreclosure & Sale by said status conference date.

☐ Plaintiff is directed to serve and file a Note of Issue and Certificate of Readiness within 30 days of the date of this order and serve a copy on the Foreclosure Conference Part in Room 22A.

☐ Plaintiff shall file a stipulation of discontinuance with the County Clerk and serve a copy of such discontinuance upon the defendant homeowner within 90 days after any settlement agreement or loan modification is fully executed.

☑ A Settlement Conference was held pursuant to AO 262/21, AO 35/22, and the Memorandum of Chief Administrative Judge Lawrence K. Marks, dated September 9, 2021:

IT IS HEREBY ORDERED, that the plaintiff may proceed with this action.

So Ordered:

Dated: July 28, 2022

Daniel S Gordon

DANIEL S. GORDON, ESQ.
Court Attorney-Referee

Document List
Index # 722187/2020

EXHIBIT A41

Created on:07/23/2024 03:21 PM

Case Caption: **NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust, v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC. et al**

Judge Name: **Marguerite A. Grays**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS + COMPLAINT SUMMONS & COMPLAINT	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
2	EXHIBIT(S) - A TAX LIEN CERTIFICATE	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
3	EXHIBIT(S) - B SCHEDULE A	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
4	EXHIBIT(S) - C LIEN SEARCH	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
5	NOTICE OF PENDENCY NOTICE OF PENDENCY	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
6	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING STATEMENT OF AUTHORIZATION	Processed	11/18/2020	Resnikoff, M. - filed by TMS Services, Inc.
7	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	12/03/2020	Resnikoff, M. - filed by TMS Services, Inc.
8	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	12/07/2020	Resnikoff, M. - filed by TMS Services, Inc.
9	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	12/31/2020	Resnikoff, M. - filed by TMS Services, Inc.
10	ANSWER	Processed	05/12/2021	Kasper, J.
11	NOTICE OF MOTION (Motion #001) Notice of Motion for Summary Judgment and Appointment of Referee	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
12	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION (Motion #001) Affirmation in Support of Motion for Summary Judgement and Appointment of Referee	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
13	AFFIDAVIT OR AFFIRMATION IN SUPPORT (Motion #001) Affidavit of Annette Hill	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
14	EXHIBIT(S) - A (Motion #001) Published Notices	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
15	EXHIBIT(S) - B (Motion #001) Finance Notices	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
16	AFFIDAVIT (Motion #001) Affidavit	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
17	EXHIBIT(S) - A (Motion #001) Servicing Agreement	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.

Doc#	Document Type/Information	Status	Date Received	Filed By
18	EXHIBIT(S) - B (Motion #001) Power of Attorney	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
19	MEMORANDUM OF LAW IN SUPPORT (Motion #001) Plaintiff's Memorandum of Law in Support of Motion for Summary Judgment	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
20	ORDER (PROPOSED) (Motion #001) Order granting Summary Judgment and Appointment of Referee	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
21	EXHIBIT(S) - A (Motion #001) Tax Lien Sale Certificate	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
22	EXHIBIT(S) - B (Motion #001) Summons & Complaint	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
23	EXHIBIT(S) - C (Motion #001) Notice of Pendency of Action	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
24	EXHIBIT(S) - D (Motion #001) Affidavits of Service	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
25	EXHIBIT(S) - E (Motion #001) Verified Answer	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
26	EXHIBIT(S) - F (Motion #001) Deed	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
27	AFFIRMATION/AFFIDAVIT OF SERVICE (Motion #001) Affidavit of Service of Notice of Motion	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
28	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING (Motion #001)	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
29	RJI -RE: NOTICE OF MOTION (Motion #001)	Processed	10/18/2021	Krechmer, L. - filed by TMS Services, Inc.
30	LETTER / CORRESPONDENCE TO JUDGE	Processed	12/23/2021	Kasper, J.
31	NOTICE NYCTL ATTY 1	Processed	01/18/2022	Court User
32	NOTICE NYCTL ATTY 2	Processed	01/18/2022	Court User
33	NOTICE NYCTL DEFT 1	Processed	01/18/2022	Court User
34	AFFIRMATION/AFFIDAVIT OF SERVICE Affidavit of Service of Attorney Letter and Court Notice	Processed	01/19/2022	Abt, J. - filed by TMS Services, Inc.
35	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING	Processed	01/19/2022	Abt, J. - filed by TMS Services, Inc.
36	NOTICE OF APPEARANCE (PRE RJI)	Processed	04/19/2022	Tordesillas, B.

Doc#	Document Type/Information	Status	Date Received	Filed By
37	ORDER - OTHER NYCTL Settlement conference	Processed	07/28/2022	Court User
38	NOTICE Status Conference Notice	Processed	08/09/2022	Court User
39	LETTER / CORRESPONDENCE TO JUDGE (Motion #001) Motion Submission Form	Processed	08/31/2022	Krechmer, L. - filed by TMS Services, Inc.
40	STIPULATION - OTHER adjourn motion	Processed	09/02/2022	Kasper, J.
41	ORDER - OTHER SUA SPONTE ORDER	Processed	10/06/2022	Court User
42	NOTICE OF APPEARANCE (PRE RJI)	Processed	10/11/2022	Kasper, J.
43	LETTER / CORRESPONDENCE TO JUDGE (Motion #001) MOTION SUBMISSION FORM	Processed	09/06/2023	Krechmer, L.
44	ADJOURNMENT OF MOTION -REQUEST (Motion #001)	Processed	09/08/2023	Shanahan, W.
45	NOTICE OF PENDENCY Successive Notice of Pendency Of Tax Lien Foreclosure Action	Processed	12/27/2023	Krechmer, L.
46	NOTICE OF MOTION (Motion #002) NOM for Summary Judgment and Appointment of Referee	Processed	01/09/2024	Krechmer, L.
47	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION (Motion #002) Affirmation in Support with Court Rule 22 NYCRR 202.8-b Certification	Processed	01/09/2024	Krechmer, L.
48	EXHIBIT(S) - A (Motion #002) Tax Lien Certificate	Processed	01/09/2024	Krechmer, L.
49	EXHIBIT(S) - B (Motion #002) Summons and Complaint	Processed	01/09/2024	Krechmer, L.
50	EXHIBIT(S) - C (Motion #002) Notice of Pendency	Processed	01/09/2024	Krechmer, L.
51	EXHIBIT(S) - D (Motion #002) Affidavit of Service	Processed	01/09/2024	Krechmer, L.
52	EXHIBIT(S) - E (Motion #002) Answer	Processed	01/09/2024	Krechmer, L.
53	EXHIBIT(S) - F (Motion #002) Assignment & Assumption Agreement	Processed	01/09/2024	Krechmer, L.
54	EXHIBIT(S) - G (Motion #002) Deed	Processed	01/09/2024	Krechmer, L.
55	EXHIBIT(S) - H (Motion #002) e-mail dated 10/17/2023	Processed	01/09/2024	Krechmer, L.
56	MEMORANDUM OF LAW (Motion #002) Plaintiffs' Memorandum of Law in Support of Motion for Summary Judgment, Court Rule 22 Certificatio	Processed	01/09/2024	Krechmer, L.
57	AFFIDAVIT (Motion #002) Affidavit of Kurt Shadle	Processed	01/09/2024	Krechmer, L.

Document List
Index # 722187/2020

Created on:07/23/2024 03:21 PM

Doc#	Document Type/Information	Status	Date Received	Filed By
58	EXHIBIT(S) - A (Motion #002) Servicing Agreement NYCTL 2019-A Trust	Processed	01/09/2024	Krechmer, L.
59	EXHIBIT(S) - B (Motion #002) Power of Attorney	Processed	01/09/2024	Krechmer, L.
60	EXHIBIT(S) - C (Motion #002) Servicing Agreement NYCTL 1998-2 Trust	Processed	01/09/2024	Krechmer, L.
61	EXHIBIT(S) - D (Motion #002) POA NYCTL 1998-2 Trust	Processed	01/09/2024	Krechmer, L.
62	EXHIBIT(S) - E (Motion #002) Computer Printout	Processed	01/09/2024	Krechmer, L.
63	AFFIDAVIT (Motion #002) Affidavit of Annette Hill	Processed	01/09/2024	Krechmer, L.
64	EXHIBIT(S) - A (Motion #002) Published Notices	Processed	01/09/2024	Krechmer, L.
65	EXHIBIT(S) - B (Motion #002) 90-Day Notice	Processed	01/09/2024	Krechmer, L.
66	ORDER (PROPOSED) (Motion #002) Proposed Order Granting Summary Judgment and Appointment of Referee	Processed	01/09/2024	Krechmer, L.
67	AFFIRMATION/AFFIDAVIT OF SERVICE (Motion #002)	Processed	01/09/2024	Krechmer, L.
68	STIPULATION - ADJOURNMENT OF MOTION (Motion #002)	Processed	02/02/2024	Shanahan, W.
69	AFFIRMATION (Motion #002) Affirmation in Opposition	Processed	03/19/2024	Shanahan, W.
70	AFFIDAVIT OR AFFIRMATION IN REPLY (Motion #002) Reply Affirmation	Processed	03/21/2024	Krechmer, L. - filed by TMS Services, Inc.
71	CERTIFICATION OF SIGNATURE (ATTORNEY OR PARTY) (Motion #002) Court Rule 22 NYCRR Certification	Processed	03/21/2024	Krechmer, L. - filed by TMS Services, Inc.
72	AFFIRMATION/AFFIDAVIT OF SERVICE (Motion #002) Affidavit of Service of Reply Affirmation	Processed	03/21/2024	Krechmer, L. - filed by TMS Services, Inc.

EXHIBIT A42

---------- Forwarded message ---------
From: **Sharan Puri** <sharanpuri@[redacted]>
Date: Wed, Oct 12, 2022 at 6:38 PM
Subject: Lopez v. Puri
To: J kasper <thejklawoffice@[redacted]>

Dear Mr.Kasper,

Please find attached two new documents updated in pacermonitor.
PLease advise if any action is needed or you are doing the needful.

Thank You
Sharan Puri
[redacted]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

VICTOR LOPEZ,

Plaintiff,

– against –

SHARAN K PURI, FLORAISON INC., *and* **METROPOLITAN WIRELESS BK121, INC.**,

Defendants.

MEMORANDUM DECISION AND ORDER

20-CV-3450 (AMD) (MMH)

ANN M. DONNELLY, United States District Judge:

On July 31, 2020, the plaintiff brought this action asserting claims under the Federal Labor Standards Act ("FLSA") and the New York Labor Law ("NYLL") against Sharan Puri, Floraison Inc. and Metropolitan Wireless BK121, Inc. ("Metropolitan"). (ECF No. 1.)

Sharan Puri ("Puri") and Floraison Inc. ("Floraison") answered the complaint on February 13, 2021 (ECF No. 16), and Metropolitan answered on February 25, 2021. (ECF No. 18.) The plaintiff amended the complaint on August 13, 2021 (ECF No. 25), and none of the defendants has filed an answer. Metropolitan now moves for judgment on the pleadings pursuant to Federal Rule of Civil Procedure 12(c). (ECF No. 27.) "Because [Metropolitan] has yet to file an Answer to the Amended Complaint, however, it appears this motion is more appropriately made pursuant to Rule 12(b)(6)." *Rubino v. Town of Babylon*, No. 09-CV-5187, 2012 WL 928252, at *1 (E.D.N.Y. Mar. 19, 2012); *Yang v. An Ju Home, Inc.*, No. 19-CV-5616, 2020 WL 3510683, at *2 (S.D.N.Y. June 29, 2020) ("[Rule 12(c)] allows a party to move for judgment on the pleadings only 'after the pleadings are closed.'" (quoting Fed. R. Civ. P. 12(c))).

Accordingly, the Court treats Metropolitan's motion as a motion to dismiss under Rule 12(b)(6).[1] For the reasons that follow, the motion is granted.

BACKGROUND

The following facts are drawn from the amended complaint and construed in the light most favorable to the plaintiff. *Hayden v. Paterson*, 594 F.3d 150, 160 (2d Cir. 2010).

For approximately three and a half years, the plaintiff worked at three "Metro PCS" cell-phone stores—two in Brooklyn and one in Queens—where his responsibilities included "providing customer service, doing inventory, cleaning the store, and operating the register." (ECF No. 25 ¶¶ 28-30, 35-36). These stores were run by Floraison, a New York-based company that Puri owned. (*Id.* ¶¶ 9-11, 14.) According to the plaintiff, Metropolitan was party to a "Master Dealer Agreement" (the "MDA") with a "major cell phone carrier;" the agreement authorized Metropolitan, a "Master Dealer," to sell cell phones and service plans on behalf of the carrier. (*Id.* ¶¶ 11-13.) Metropolitan "entered into a joint venture" with Floraison, under which Floraison and Puri, known as "Sub Dealers," ran the "day-to-day operations at retail stores where cell phones and cell phones service plans were sold pursuant to the Master Dealer Agreement." (*Id.* ¶ 14.)

In the amended complaint, the plaintiff refers to provisions of the MDA between Metropolitan and the carrier. According to the MDA, Metropolitan was responsible for "ensuring sufficient staff on site to meet . . . performance benchmarks;" "mak[ing] periodic visits to perform necessary training, operation and sales support to the staff working at any retail stores;" "adhering to a set of Master Dealer Guidelines," including guidelines that require "master dealers to visit the stores and monitor and mold employee conduct;" and "screen[ing] the

[1] *See United States v. Rivera*, 376 F.3d 86, 92 (2d Cir. 2004) ("The court is not required to accept labels the parties place on their motions if those characterizations are inapt . . . .").

qualifications of employees at any store." (*Id.* ¶¶ 15-21.) The plaintiff further alleges that Floraison administered employee compensation "[a]t the direction" of Metropolitan, and that the plaintiff was "always paid in cash with funds jointly owned" by Metropolitan and Floraison. (*Id.* ¶¶ 22, 26.) The plaintiff asserts "[u]pon information and belief" that the defendants "individually and/or jointly, controlled the employment of Plaintiff and were responsible for hiring, firing, scheduling, controlling, managing, supervising, and record-keeping as to Plaintiff's employment, among other employment functions." (*Id.* ¶ 23.)

According to the plaintiff, the defendants, as joint employers within the meaning of the FLSA and the NYLL (*id.* ¶¶ 55, 67), did not pay him a minimum wage, overtime or spread-of-hours pay for workdays lasting longer than ten hours. (*Id.* ¶¶ 58-60, 68-69.) In addition, he claims that the defendants did not maintain employee records as required by the FLSA and the NYLL, and did not provide wage statements as required under New York law. (*Id.* ¶¶ 47, 72.) The plaintiff seeks declaratory and injunctive relief, unpaid wages, statutory penalties, liquidated damages and attorneys' fees. (*Id.* at 11-12.)

On September 20, 2021, Metropolitan filed a Rule 12(c) motion, which I treat as a Rule 12(b)(6) motion, as explained above. (ECF No. 27.) In support of this motion, Metropolitan attaches two declarations and various exhibits, including Floraison's "Account Applications" for the two Brooklyn locations, a "Master Dealer Addendum" between MetroPCS and Choice Products and Services Inc. ("Choice"),[2] a contract between Floraison and Choice, and three sets of MetroPCS guidelines for retail stores. (*See* ECF Nos. 28, 28-3–6, 30, 30-1–4.)[3]

[2] Choice is a non-party that supposedly acquired Metropolitan's accounts in 2019.

[3] In a declaration by Metropolitan's counsel, Metropolitan explains that it filed the exhibits under seal pursuant to the confidentiality agreement between Metropolitan and the plaintiff. (ECF No. 28 ¶¶ 4-7.)

Metropolitan asks that I consider these materials. Courts considering a Rule 12(b)(6) motion to dismiss may rely on the complaint itself, documents attached to it or incorporated in it by reference or documents that are integral to the complaint. *See Global Network Commc'ns, Inc. v. City of New York*, 458 F.3d 150, 154-56 (2d Cir. 2006). "To be incorporated by reference, the complaint must make a clear, definite and substantial reference to the documents," *Johnson v. Levy*, 812 F. Supp. 2d 167, 177 (E.D.N.Y. 2011) (citations omitted), although "limited references are insufficient to incorporate documents or exhibits into the complaint." *Sahu v. Union Carbide Corp.*, 548 F.3d 59, 67-68 (2d Cir. 2008). Furthermore, a document is considered "integral" to the complaint if the complaint "relies heavily on its terms and effects." *Chambers v. Time Warner, Inc.*, 282 F.3d 147, 152-53 (2d Cir. 2002) (citation omitted).

The plaintiff purports to paraphrase some of the MDA's provisions, which supports an inference that the plaintiff relied on the document, or some version of it, when he drafted the complaint. (*See* ECF No. 25 ¶¶ 12-21.) But neither the plaintiff nor Metropolitan has submitted the MDA to which Metropolitan is a party. Metropolitan submitted an MDA between Choice, which is not a party to this lawsuit, and MetroPCS, also not a party. Because the plaintiff's allegations are generally entitled to an assumption of truth at the motion to dismiss stage, *Hayden*, 594 F.3d at 160, it is not my job at this juncture to resolve factual inconsistencies between the agreement that the plaintiff discusses in his complaint and the agreement that Metropolitan attaches to its motion, especially because the Choice MDA, which involves a different party that the plaintiff does not mention in his complaint, might have different provisions than the one that the plaintiff intended to quote. On this record, I cannot say that the pleadings incorporate the Choice MDA by reference, or that the plaintiff "relie[d] heavily" on it. *Chambers*, 282 F.3d at 152-53.

The other exhibits either involve Choice or are not mentioned in the plaintiff's complaint. While in two paragraphs of the amended complaint the plaintiff refers to the retailer guidelines (*see* ECF No. 25 ¶¶ 24-25), the "limited references" to these documents, without more, does not justify consideration of the documents in whole. *Sahu*, 548 F.3d at 67-68; *see also Tubbs v. Stony Brook Univ.*, No. 15-CV-517, 2016 WL 8650463, at *4 (S.D.N.Y. Mar. 4, 2016) ("A document is not 'integral' simply because its contents are highly relevant to a plaintiff's allegations, but only when it is clear that the plaintiff relied on the document in preparing his complaint.").

LEGAL STANDARD

To survive a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Hogan v. Fischer*, 738 F.3d 509, 514 (2d Cir. 2013) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). A claim is plausible "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Matson v. Bd. of Educ. of City Sch. Dist. of N.Y.*, 631 F.3d 57, 63 (2d Cir. 2011) (quoting *Iqbal*, 556 U.S. at 678) (internal quotation marks omitted). Although detailed factual allegations are not required, the pleading standard "requires more than labels and conclusions, and a formulaic recitation of a cause of action's elements will not do." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (noting that courts "are not bound to accept as true a legal conclusion couched as a factual allegation").

A plaintiff may "plead[ ] facts alleged 'upon information and belief' where the facts are peculiarly within the possession and control of the defendant or where the belief is based on factual information that makes the inference of culpability plausible." *Arista Recs., LLC v. Doe* 3, 604 F.3d 110, 120 (2d Cir. 2010) (citations omitted).

DISCUSSION

Metropolitan argues that the plaintiff does not adequately plead Metropolitan's status as a joint employer under the FLSA and NYLL. (ECF Nos. 29, 34.)[4]

Consistent with the Act's remedial purpose, the FLSA defines "employee," "employer" and "employ" broadly. An "employee" is "any individual employed by an employer," 29 U.S.C. § 203(e)(1); an "employer" is "any person acting directly or indirectly in the interest of an employer in relation to an employee," *id.* § 203(d), and to "employ" means "to suffer or permit to work."[5] *Id.* § 203(g); *see Herman v. RSR Sec. Servs. Ltd.*, 172 F.3d 132, 139 (2d Cir. 1999) ("The Supreme Court has emphasized the 'expansiveness' of the FLSA's definition of employer." (citing *Falk v. Brennan*, 414 U.S. 190, 195 (1973))); *Herman*, 172 F.3d at 139 ("[T]he remedial nature of the statute further warrants an expansive interpretation of its provisions so that they will have 'the widest possible impact in the national economy.'" (quoting *Carter v. Dutchess Cmty. Coll.*, 735 F.2d 8, 12 (2d Cir. 1984))).

Employment is a "flexible concept to be determined on a case-by-case basis by review of the totality of the circumstances," including the "economic reality of an employment relationship." *Irizarry v. Catsimatidis*, 722 F.3d 99, 104-05 (2d Cir. 2013) (internal quotation

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[4] I do not consider whether Choice employed the plaintiff because the plaintiff does not name it as a defendant in this action.

[5] The NYLL defines "employee" and "employer" in similarly broad terms. *See* N.Y. Lab. Law § 651(5) (defining "employee" as "any individual employed or permitted to work by an employer in any occupation"); *id.* § 651(6) ("employer" includes "any individual, partnership, association, corporation, limited liability company, business trust, legal representative, or any organized group of persons acting as employer"). Accordingly, "[c]ourts have interpreted the definition of 'employer' under the [NYLL] coextensively with the definition used by the FLSA." *Fermin v. Las Delicias Peruanas Rest., Inc.*, 93 F. Supp. 3d 19, 37 (E.D.N.Y. 2015); *Hong v. JP White Plains, Inc.*, No. 19-CV-5018, 2021 WL 1226566, at *5 (S.D.N.Y. Mar. 31, 2021) ("[A]nalysis of the employment relationship under both statutes is based on the same factors."); *Hart v. Rick's Cabaret Int'l, Inc.*, 967 F. Supp. 2d 901, 924 (S.D.N.Y. 2013) ("[T]here appears to have never been a case in which a worker was held to be an employee for purposes of the FLSA but not the NYLL (or vice versa)."). Therefore, my analysis of the defendant's employer status under the FLSA applies equally to the plaintiff's NYLL claims.

marks and citations omitted). "[T]he overarching concern is whether the alleged employer possessed the power to control the workers in question." *Herman*, 172 F.3d at 139. Courts in this circuit employ two tests that "provide a nonexclusive and overlapping set of factors to ensure that the economic realities test mandated by the Supreme Court is sufficiently comprehensive and flexible to give proper effect to the broad language of the FLSA." *Barfield v. N.Y.C. Health & Hosp. Corp.*, 537 F.3d 132, 141 (2d Cir. 2008) (internal quotation marks and citation omitted).

Courts use the first test—the *Carter* test—to determine whether an alleged employer exercises "formal control" over a worker. *Carter*, 735 F.2d at 12. While "formal control over employees is sufficient" to allege an employer relationship, "it is not necessary[.]" *Xiaoyan Liu v. Canteen 82 Inc.*, No. 17-CV-7862, 2018 WL 6067228, at *5 (S.D.N.Y. Nov. 20, 2018). Applying the second test—the *Zheng* test—courts analyze whether a defendant has functional control over workers in the absence of formal control. *Zheng v. Liberty Apparel Co., Inc.*, 355 F.3d 61, 72 (2d Cir. 2003). When there are alleged to be multiple employers, some district courts have also applied the "single integrated enterprise" test "to assess whether a group of distinct but closely affiliated entities should be treated as a single employer for FLSA purposes." *Juarez v. 449 Rest., Inc.*, 29 F. Supp. 3d 363, 367 (S.D.N.Y. 2014) (collecting cases).[6] There is

[6] Courts applying this test "examine whether the companies have (i) 'interrelation of operations,' (ii) 'common management,' (iii) 'centralized control of labor relations,' and (iv) 'common ownership or financial control.'" *Chen Lin v. Dolar Shop Rest. Grp., LLC*, No. 16-CV-2474, 2021 WL 681075 (E.D.N.Y. Feb. 22, 2021) (quoting *Juarez v. 449 Rest., Inc.*, 29 F. Supp. 3d 363, 367 (S.D.N.Y. 2014)). The plaintiff does not respond to Metropolitan's argument that plaintiff does not plausibly allege a "single integrated enterprise" theory of employment. (ECF Nos. 29 at 19-21, 32 at 13-16.) Accordingly, I do not consider whether the plaintiff has satisfied the "single integrated enterprise" test. *See Robinson v. Fischer*, No. 09-CV-8882, 2010 WL 5376204, at *10 (S.D.N.Y. Dec. 29, 2010) ("Federal courts have the discretion to deem a claim abandoned when . . . the plaintiff fails to address in their opposition papers defendants' arguments for dismissing such a claim." (citing *Lipton v. Cnty. of Orange*, 315 F. Supp. 2d 434, 446 (S.D.N.Y. 2004))).

"no rigid rule for the identification of an FLSA employer." *Barfield*, 537 F.3d at 141-43. Instead, deciding the relevant factors must be done "on a case-by-case basis." *Id*.

I. *Carter* Formal Control Test

Courts using the *Carter* test consider whether the defendant: "(1) had the power to hire and fire the employees, (2) supervised and controlled employee work schedules or conditions of employment, (3) determined the rate and method of payment, and (4) maintained employment records." *Irizarry*, 722 F.3d at 104 (quoting *Carter*, 735 F.2d at 12). "No one of the four factors standing alone is dispositive." *Herman*, 172 F.3d at 139 (citation omitted).

The plaintiff offers little in the way of factual support for his claim that Metropolitan "had the power to hire and fire the employees." *Carter*, 735 F.2d at 12. The plaintiff says that Metropolitan "set certain qualifications and restrictions on who may be an employee" (ECF No. 25 ¶ 21), but this allegation, presumably drawn from an MDA, does not support a plausible inference that Metropolitan was responsible for hiring and firing the plaintiff. The plaintiff's other allegations—that Metropolitan worked with Floraison Inc. to determine "staffing levels" and "who was hired and retained to work at the stores" (*id.* ¶ 25)—are merely conclusory statements without a factual basis. Accordingly, this factor weighs against a finding of formal control.

Nor does the plaintiff adequately allege that Metropolitan controlled his work schedule or supervised his work conditions. On the contrary, the plaintiff alleges that Floraison Inc. and Mr. Puri "were in charge of running day-to-day operations at retail stores where cell phones and cell phones service plans were sold[.]" (*Id.* ¶ 14.) Although the plaintiff alleges that Metropolitan made "periodic visits to perform necessary training, operation and sales support to the staff" and to "monitor and mold employee conduct" (*id.* ¶¶ 17, 18), the complaint provides no factual detail about who made these visits, when they made them, or what happened during the visits.

Infrequent inspections "for the purposes of quality control . . . have [been] recognized as insufficient to establish joint employer status." *Hugee v. SJC Grp., Inc.*, No. 13-CV-423, 2013 WL 4399226, at *6 (S.D.N.Y. Aug. 14, 2013); *cf. In re Domino's Pizza Inc.*, No. 16-CV-2492, 2018 WL 4757944, at *6 (S.D.N.Y. Sept. 30, 2018) (rejecting argument that a franchisor was a joint employer, even though the franchisor conducted regular inspections of franchise locations and regularly communicated with store managers about business operations).

To support his claim that Metropolitan "determined the rate and method of payment," *Carter*, 735 F.2d at 12, the plaintiff alleges that Metropolitan "administered employee incentive plans and bonus structures for employees at the stores where Plaintiff worked," and that "Plaintiff was always paid in cash with funds jointly owned by Defendant Metropolitan . . . [and] Defendant Floraison Inc." (ECF No. 25 ¶¶ 22, 26.) These allegations are sparse and the factual basis for them is not apparent, but they tend to suggest that Metropolitan was involved in determining compensation and paying employees. Giving the plaintiff the benefit of any conceivable doubt, this factor weighs in favor of a finding of formal control. *See Jean-Louis v. Metro. Cable Commc'ns, Inc.*, 838 F. Supp. 2d 111, 129 (S.D.N.Y. 2011) ("[T]he test is whether a putative joint employer determines pay rates, not whether it affects them.").

As for the fourth factor, the plaintiff does not allege that Metropolitan "maintained employment records." *Carter*, 735 F.2d at 12. Therefore, this factor weighs against a finding of formal control.

The plaintiff also alleges, in conclusory fashion, that the defendants collectively "had the power to hire and fire [him], control the terms and conditions of [his] employment, and determine the rate and method of [his] compensation." (ECF No. 25 ¶ 32; *see also id.* ¶ 23 ("Defendants, individually and/or jointly, controlled the employment of Plaintiff and were

responsible for hiring, firing, scheduling, controlling, managing, supervising, and record-keeping . . . .").) But there is no factual content to support these allegations; because the plaintiff "merely regurgitat[es] relevant pleading standards," the allegations "cannot support any of the *Carter* factors." *Yang*, 2020 WL 3510683, at *4; *Chen Lin*, 2021 WL 681075, at *8 (collecting cases dismissing complaints "when they merely allege in general terms that a defendant performed the functions described as relevant in *Carter*"); *Jianjun Chen v. 2425 Broadway Chao Rest., LLC*, No. 16-CV-5735, 2017 WL 2600051, at *4 (S.D.N.Y. June 15, 2017) ("[B]oilerplate recitation of the four *Carter* factors is not entitled to the assumption of truth" (citing *Iqbal*, 556 U.S. at 678)).[7]

II. *Zheng* Functional Control Test

Nor does the complaint satisfy the *Zheng* functional control test. In *Zheng*, the Second Circuit outlined six factors for courts to use in deciding whether an entity exercises functional control in the absence of formal control:

> (1) whether [the alleged joint employer's] premises and equipment were used for the plaintiffs' work; (2) whether the [immediate employer] had a business that could or did shift as a unit from one putative joint employer to another; (3) the extent to which plaintiffs performed a discrete line job that was integral to [the alleged joint employer's] process of production; (4) whether responsibility under the contracts could pass from one subcontractor to another without material changes; (5) the degree to which [the alleged joint employer] or [its] agents supervised plaintiffs' work; and (6) whether plaintiffs worked exclusively or predominantly for [the alleged joint employer].

[7] Citing *Chen v. Arts Nail Putnam Valley, Inc.*, No. 14-CV-3037, 2017 WL 3017712 (S.D.N.Y. July 14, 2017), the plaintiff argues that his concededly "barebones allegations" about the control that Metropolitan allegedly exercised are sufficient to survive Metropolitan's motion. (ECF No. 32 at 14-15.) In that case, an individual defendant, who the plaintiff alleged owned and managed the nail salon that directly employed the plaintiff, moved to dismiss. *Id.* The Honorable Andrew L. Carter, Jr. held that under those circumstances "Plaintiffs' barebones allegations that Ye Zhou had the power to control the employees is sufficient for Plaintiffs to survive" a motion to dismiss. *Id.* at *2. In this case, the plaintiff makes allegations against Metropolitan, which the plaintiff does not allege was his direct employer.

Zheng, 355 F.3d at 72. The Second Circuit has also advised that the *Zheng* factors are relevant in cases where employees allege joint employment by multiple defendants. *Id.* at 67; *see also Greenawalt v. AT & T Mobility LLC*, 642 F. App'x 36, 38 (2d Cir. 2016) (finding *Zheng*'s functional control factors relevant when determining whether a contractor and subcontractor have joint employer status). "'[J]oint employers are responsible, both individually and jointly, for compliance with all the applicable provisions of the FLSA.'" *Olvera v. Bareburger Grp. LLC*, 73 F. Supp. 3d 201, 204-05 (S.D.N.Y. 2014) (quoting 29 C.F.R. § 791.2(a)).

Application of the *Zheng* factors demonstrates that the plaintiff does not plausibly establish that Metropolitan, as a matter of economic reality, jointly employed the plaintiff. The plaintiff pleads almost no facts supporting the first factor—whether Metropolitan's "premises and equipment were used" for the plaintiff's work. *Zheng*, 355 F.3d at 72. The generic claim that he worked at "Defendants' MetroPCS stores" (ECF No. 25 ¶ 35) is "too vague to support a finding that [Metropolitan] exercised control over the [plaintiff's] employment." *Yuan v. AA Forest, Inc.*, No. 20-CV-5484, 2022 WL 900614, at *8 (E.D.N.Y. Mar. 28, 2022). The fifth *Zheng* factor is "essentially duplicative of the second *Carter* factor," *Hugee*, 2013 WL 4399226, at *5 n.7; as explained above, the plaintiff has not adequately demonstrated that Metropolitan supervised his work. *See id.* (collecting cases applying the economic realities test that consider the fifth *Zheng* factor and the second *Carter* factor together). Nothing in the complaint addresses the four other *Zheng* factors, which weighs against a finding that Metropolitan exerted functional control over the plaintiff. *See Weng v. HungryPanda US, Inc.*, No. 19-CV-11882, 2022 WL 292799, at *5 (S.D.N.Y. Jan. 31, 2022) (dismissing claims against corporate defendant where complaint's limited information precluded court from "analyzing Plaintiff's relationship with [defendant]" (internal quotation marks and citation omitted)).

Although "[e]mployer status does not require continuous monitoring of employees, looking over their shoulders at all times, or any sort of absolute control," *Irizarry*, 722 F.3d at 110, the amended complaint contains almost no non-conclusory detail from which I can infer that Metropolitan had control, either formal or functional, over the plaintiff's employment. *Yongfu*, 2020 WL 3510683, at *5; *AA Forest, Inc.*, 2022 WL 900614, at *8. Accordingly, the plaintiff's claims are dismissed as to Metropolitan.

III. Whether the Claims Should Be Dismissed With or Without Prejudice

Metropolitan seeks dismissal with prejudice. (ECF No. 29 at 21.) The plaintiff maintains that it should be allowed to "replead to include all of the proper defendants, in particular, Metropolitan Wireless, Inc. and Choice." (ECF No. 32 at 12-13.)

In this circuit, "[w]hen a complaint is dismissed for failing to state a claim upon which relief can be granted under Rule 12(b)(6), it is 'the usual practice' to allow leave to replead." *Averbach for Est. of Averbach v. Cairo Amman Bank*, No. 19-CV-4, 2020 WL 1130733, at *2 (S.D.N.Y. Mar. 9, 2020) (quoting *Cortec Indus., Inc. v. Sum Holding L.P.*, 949 F.2d 42, 48 (2d Cir. 1991)). Dismissal with prejudice is justified, however, if a plaintiff is "unable to allege any fact sufficient to support its claim." *Cortec Indus.*, 949 F.2d at 48. Moreover, denying leave to amend under Federal Rule of Civil Procedure 15(a) is appropriate "[w]here it appears that granting leave to amend is unlikely to be productive." *Ruffolo v. Oppenheimer & Co.*, 987 F.2d 129, 131 (2d Cir. 1993).

I find that dismissal of the claims against Metropolitan with prejudice is warranted. The plaintiff amended the complaint after a pre-motion conference at which Metropolitan cited deficiencies in the complaint, including that the plaintiff did not sufficiently allege that Metropolitan was his employer under the FLSA. (ECF Nos. 23, 24, 25.) But the allegations in the amended complaint are essentially isolated provisions—from a contract that the plaintiff did

not include as an exhibit—followed by conclusory allegations largely premised on "information and belief" that Metropolitan performed the functions outlined in that contract. (ECF No. 25 ¶¶ 12-21.) In short, the plaintiff was alerted to the deficiencies in his complaint and given an opportunity to fix them, which weighs against giving him leave to amend a second time. *See Brown v. Cerberus Cap. Mgmt., L.P.*, 703 F. App'x 11, 15 (2d Cir. 2017) (summary order) (no abuse of discretion in denying leave to amend where "Plaintiffs enjoyed a full opportunity to amend, having been apprised of Defendants' views of the original complaint's shortcomings"). Moreover, while the plaintiff says he should be allowed to amend to add new defendants to this case, he does not identify any new allegations against Metropolitan. *Horoshko v. Citibank, N.A.*, 373 F.3d 248, 249 (2d Cir. 2004) ("[A]mendment is not warranted absent some indication as to what appellants might add to their complaint in order to make it viable." (internal quotation marks, alteration and citation omitted)).[8]

[8] The plaintiff says in passing that the defendant's exhibits contain "references to multiple entities—Metro PCS, Metro by T-Mobile, Metropolitan Wireless, Inc., Choice—suggest[ing] that the complaint may need amendment upon further discovery to include new parties." (ECF No. 32 at 11.) However, there is no motion to amend the complaint pursuant to Federal Rule of Civil Procedure 15(a) before the Court, so I do not address that issue.

CONCLUSION

For these reasons, the defendant Metropolitan's construed motion to dismiss for failure to state a claim is granted. The plaintiff's claims against Metropolitan are dismissed with prejudice. The Clerk of the Court is respectfully directed to amend the caption to reflect the dismissal of Metropolitan Wireless BK121, Inc. from the case.

SO ORDERED.

s/Ann M. Donnelly

ANN M. DONNELLY
United States District Judge

Dated: Brooklyn, New York
September 19, 2022

Law Office of Mohammed Gangat
675 3rd Ave, Su 1810, NY, NY 10017
[redacted] mgangat@[redacted]

October 10, 2022

via ECF
Hon. Magistrate Judge Marcia M. Henry
United States District Court
Eastern District of New York
225 Cadman Plaza E, Rm 504N,
Brooklyn, New York 11201

RE: ***Victor Lopez v. Sharan K Puri, et. al.***
No. 1:20-cv-03450-AMD-MMH

To the Honorable Judge Henry:

I represent plaintiff Victor Lopez ("Plaintiff") in the above action. I write to respectfully and kindly request Your Honor schedule a conference to address discovery in this case.

On July 15, 2021, discovery was stayed pending the filing of the amended complaint by Plaintiff and motion to dismiss by defendant Metropolitan Wireless BK121, Inc. ("Metro").

Plaintiff filed the Amended Complaint on August 13, 2021 and Metro filed a Motion to Dismiss that was granted by the Honorable District Judge Ann M. Donnelly on September 19, 2022. Now, the action is dismissed against defendant Metropolitan Wireless BK121, Inc., but remains against defendants Sharan K Puri and Floraison Inc.

Plaintiff now kindly requests a status conference to address outstanding discovery and set a new discovery schedule, to move this case forward.

As always, I thank this Court for its time and consideration.

Respectfully submitted,
/s Mohammed Gangat
Mohammed Gangat, Esq.

EXHIBIT A43

[redacted]

---------- Forwarded message ---------
From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Sun, Nov 13, 2022 at 1:54 PM
Subject: Re: Lopez v Floraison
To: J kasper <thejklawoffice@[redacted]>

Thanks for letting me know. Hope everything is OK.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Sun, Nov 13, 2022 at 10:32 AM J kasper <thejklawoffice@[redacted]> wrote:
>
> Mt Gangat
>
> Goof morning.
> Mr. Kasper is in the hospital. If all goes well,
> he should be home by the
> end of next week.
>
> Best regatds
>
> On Sat, Nov 12, 2022, 9:42 AM Mohammed Gangat <mgangat@[redacted]> wrote:
>>
>> Counsel,
>> Are we doing a settlement? I have not heard from you. If we are not
>> settling, I'll stop following up. But please let me know.
>>
>> We have a conference scheduled for November 28.
>>
>> -mg
>>

>> Mohammed Gangat, Esq.
>> LAW OFFICE OF MOHAMMED GANGAT
>> 675 Third Avenue, Suite 1810
>> New York, NY 10017
>> mgangat@[redacted]
>> moe@[redacted]
>> @lawyerforworkers
>> [redacted]
>> On Mon, Oct 31, 2022 at 7:50 PM Mohammed Gangat <mgangat@[redacted]> wrote:
>> >
>> > Counsel,
>> >
>> > Attached are draft settlement documents. Please let me know if you have any questions. Thanks,
>> >
>> > Mohammed Gangat, Esq.
>> > LAW OFFICE OF MOHAMMED GANGAT
>> > 675 Third Avenue, Suite 1810
>> > New York, NY 10017
>> > mgangat@[redacted]
>> > moe@[redacted]
>> > @lawyerforworkers
>> > [redacted]
--
Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT A44

---------- Forwarded message ---------
From: **Sharan Puri** <sharanpuri@[redacted]>
Date: Fri, Nov 25, 2022 at 7:38 PM
Subject: Lopez Vs Puri Pacer Update attached.
To: J kasper <thejklawoffice@[redacted]>

Dear Mr. Kasper,

Lopez Vs Puri Pacer Update attached.

Conference call on status with judge and other attorney on Monday November 28th, 2022 at 2:00PM.

Please do the needful & advise.

Thanks!
Sharan Puri
[redacted]

Lopez v. Puri et al

Dashboard

New York Eastern District Court

Judge:	Ann M Donnelly
Referred:	Vera M Scanlon
Case #:	1:20-cv-03450
Nature of Suit	710 Labor - Fair Labor Standards Act
Cause	29:201 Fair Labor Standards Act
Case Filed:	Jul 31, 2020

Docket | Parties (4) | News

Last checked: **Wednesday Jan 27, 2021 4:35 AM EST** Update Parties

Defendant
Floraison Inc.
260 A West Old Country Rd
Hicksville, NY 11801

Defendant
Metropolitan Wireless BK121, Inc.
169 Commack Road, Suite H 354
Commack, NY 11725

Represented By
Kenneth Adam Novikoff
Rivkin Radler, LLP
[redacted]
ken.novikoff@[redacted]

Defendant
Sharan K Puri
[redacted]

Plaintiff
Victor Lopez
675 Third Avenue Suite 1810
New York, NY 10017

Represented By
Mohammed Gangat
[redacted]
mgangat107@[redacted]

Docket last updated: 11/24/2022 11:59 PM EST Update Now

Monday, October 17, 2022

order | ~Util - Set Hearings | Mon 10/17 4:28 PM

SCHEDULING ORDER: A telephone status conference is scheduled for 11/28/2022 at 2:00PM before Magistrate Judge Marcia M. Henry. All counsel must attend. The parties are directed to call the toll-free number 888-808-6929 . The access code is 9281384 . The parties shall dial in five (5) minutes before the conference. So Ordered by Magistrate Judge Marcia M. Henry on 10/17/2022. (RC)

Monday, October 10, 2022

36 1 pgs | misc | Letter | Mon 10/10 11:43 AM

Letter to the Honorable Magistrate Judge Marcia M. Henry by Victor Lopez (Gangat, Mohammed)

Monday, September 19, 2022

35 14 pgs | order | Order on Motion for Judgment on the Pleadings ~Util - Add and Terminate Parties | Mon 09/19 11:21 AM

MEMORANDUM DECISION AND ORDER. The defendant Metropolitan's construed motion to dismiss for failure to state a claim is granted. The plaintiff's claims against Metropolitan are dismissed with prejudice. The Clerk of the Court is respectfully directed to amend the caption to reflect the dismissal of Metropolitan Wireless BK121, Inc. from the case. Ordered by Judge Ann M. Donnelly on 9/19/2022. (Greene, Donna)

Friday, December 17, 2021

34 4 pgs | respoth | Reply in Support | Fri 12/17 4:13 PM

REPLY in Support re27 MOTION for Judgment on the Pleadings filed by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

Friday, November 19, 2021

33 motion | Extension of Time to File Response/Reply | Fri 11/19 11:13 AM

Letter MOTION for Extension of Time to File Response/Reply as to27 MOTION for Judgment on the Pleadings by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

order | Order on Motion for Extension of Time to File Response/Reply | Fri 11/19 12:20 PM

ORDER granting33 Motion for Extension of Time to File. Defendant Metropolitan's reply is due by December 17, 2021. Ordered by Judge Ann M. Donnelly on 11/19/2021. (Baer, Nicholas)

Wednesday, November 10, 2021

32 16 pgs | respoth | Memorandum in Opposition | Wed 11/10 11:11 PM

MEMORANDUM in Opposition re27 MOTION for Judgment on the Pleadings ,29 Memorandum in Support,28 Affidavit in Support of Motion, Order on Motion for Extension of Time to File, filed by Victor Lopez. (Gangat, Mohammed)

Monday, October 04, 2021

order | Order on Motion for Extension of Time to File | Mon 10/04 9:55 AM

ORDER granting31 Consent Motion for Extension of Time to File. The plaintiff's opposition is due by November 10, 2021. Defendant Metropolitan's reply, if any, is due by December 3, 2021. Ordered by Judge Ann M. Donnelly on 10/4/2021. (Lawoyin, Feyilana)

Thursday, September 30, 2021

31 motion | Extension of Time to File Document | Thu 09/30 5:42 PM

MOTION for Extension of Time to File Opposition to Defendant's Motion ECF #27-29 by Victor Lopez. (Gangat, Mohammed)

Monday, September 20, 2021

29 21 pgs | respoth | Memorandum in Support | Mon 09/20 4:57 PM

MEMORANDUM in Support re27 MOTION for Judgment on the Pleadings filed by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

28 3 pgs | respm | Affidavit/Declaration in Support of Motion | Mon 09/20 4:54 PM

AFFIDAVIT/DECLARATION in Support re27 MOTION for Judgment on the Pleadings by Kenneth A. Novikoff filed by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

Att: 1 Exhibit 1,
Att: 2 Exhibit 2,
Att: 3 Declaration Declaration of Tammy Vorrasi,
Att: 4 Exhibit A,
Att: 5 Exhibit B - Under Seal,
Att: 6 Exhibit C,
Att: 7 Exhibit D - Under Seal,
Att: 8 Exhibit E - Under Seal,
Att: 9 Exhibit F - Under Seal

27 1 pgs | motion | Judgment on the Pleadings | Mon 09/20 4:44 PM

MOTION for Judgment on the Pleadings by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

Thursday, September 09, 2021

26 1 pgs | motion | Extension of Time to File Document | Thu 09/09 11:04 AM

Letter MOTION for Extension of Time to File Motion to Dismiss by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

order | Order on Motion for Extension of Time to File | Thu 09/09 12:28 PM

ORDER granting26 Consent Motion for Extension of Time to File. Defendant Metropolitan's motion to dismiss is due by September 20, 2021. The plaintiff's opposition is due by October 20, 2021. Defendant Metropolitan's reply, if any, is due November 4, 2021. Ordered by Judge Ann M. Donnelly on 9/9/2021. (Lawoyin, Feyilana)

Friday, August 13, 2021

25 13 pgs | cmp | Amended Complaint | Fri 08/13 9:03 PM

AMENDED COMPLAINT against Victor Lopez, filed by Victor Lopez. (Gangat, Mohammed)

Friday, July 30, 2021

order | 1 - Terminate Hearings | Fri 07/30 5:40 PM

ORDER: The telephone status conference scheduled for 08/04/2021 at 12:00PM is adjourned sine die . So Ordered by Magistrate Judge Marcia M. Henry on 07/30/2021. (Heery-Hyatt, Micaela)

Wednesday, July 14, 2021

minutes | Pre Motion Conference | Thu 07/15 6:12 PM

Minute Entry for proceedings held before Judge Ann M. Donnelly: Telephonic pre-motion conference held on 7/14/2021. Mohammed Gangat appeared for the plaintiff. Kenneth Novikoff appeared for defendant Metropolitan Wireless BK121, Inc. Case called. Discussion held. The plaintiff will file an amended complaint by August 13, 2021. The defendants will move to dismiss or answer the amended complaint by September 13, 2021. If necessary, the plaintiff will file his opposition to any motion to dismiss by October 13, 2021. The defendants' replies, if any, are due October 28, 2021. Discovery is stayed pending the filing of the amended complaint. (Court Reporter Sophie Nolan.) (Greene, Donna)

Friday, July 09, 2021

order | 1 - Terminate Hearings Scheduling Order | Fri 07/09 9:44 PM

RESCHEDULING ORDER: The telephone status conference scheduled for 08/04/2021 at 11:00AM will be adjourned to 08/04/2021 at 12:00PM and will proceed before Magistrate Judge Marcia M. Henry. The parties are directed to call the toll-free number 888-808-6929 . The access code is 9281384 . The parties shall dial in five (5) minutes before the conference. So Ordered by Magistrate Judge Marcia M. Henry on 07/09/2021. (Castro, Ricardo)

Thursday, July 01, 2021

24 respm | Response to Motion | Thu 07/01 3:21 PM

RESPONSE to Motion re23 Letter MOTION for pre motion conference filed by Victor Lopez. (Gangat, Mohammed)

order | Order on Motion for Pre Motion Conference | Thu 07/01 3:30 PM

ORDER granting23 Motion for pre-motion conference. The pre-motion conference will take place on July 14, 2021 at 11:30 a.m. by telephone (line (888) 363-4734, access code 9057625). Ordered by Judge Ann M. Donnelly on 7/1/2021. (Lawoyin, Feyilana)

Thursday, June 24, 2021

23 ☆ motion | Pre Motion Conference | Thu 06/24 4:59 PM

Letter MOTION for pre motion conference by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

order | Scheduling Order | Thu 06/24 6:43 PM

ORDER SCHEDULING ORDER: The Court has received defendant Metropolitan Wireless BK121's23 request for a pre-motion conference. The plaintiff should file a response, pursuant to Rule 4(A) of my Individual Practices and Rules, by July 1, 2021. Ordered by Judge Ann M. Donnelly on 6/24/2021. (Lawoyin, Feyilana)

Wednesday, June 16, 2021

utility | Case Assigned/Reassigned | Wed 06/16 12:32 PM

Case Reassigned to Magistrate Judge Marcia M. Henry. Magistrate Judge Vera M. Scanlon no longer assigned to the case. Please download and review the Individual Practices of the assigned Judges, located on our[LINK:website] . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (Mahoney, Brenna)

Friday, May 28, 2021

order | Scheduling Order 1 - Terminate Deadlines and Hearings | Fri 05/28 1:40 PM

RE-SCHEDULING ORDER: Due to a conflict in the Court's schedule, the Telephone Conference originally scheduled for 8/3/2021 will be held on 8/4/2021 at 11:00 AM before Magistrate Judge Vera M. Scanlon. Counsel are to confirm amongst themselves that all are aware of this change. On or before 7/28/2021, the Parties will file a joint status report letter, of no more than three pages, identifying any outstanding discovery disputes. The Parties are to call 877-336-1829 and type in the access code 3581283 for the AT&T conference bridge. Ordered by Magistrate Judge Vera M. Scanlon on 5/28/2021. (Quinlan, Krista)

Thursday, April 29, 2021

order | Order on Motion for Protective Order | Thu 04/29 3:32 PM

ORDER granting, as modified, 21 Letter Request to So-Order Confidentiality Agreement. The Parties' Confidentiality Agreement is so-ordered with modifications as follows: -Paragraph 3: "In the event that a party challenges another party's designation, counsel shall make a good faith effort to resolve the dispute, and in the absence of a resolution, the challenging party may thereafter seek resolution by the court in accordance with the Individual Judge's Rules and Local Rules ." -Paragraph 8: "All information subject to confidential treatment in accordance with the terms of this Stipulation and Order that is filed with the Court, including any pleadings, motions or other papers filed with the Court that includes Confidential Information, shall be filed under seal to the extent permitted by law (including, without limitation any applicable rules of court) and in accordance with the Individual Judge's Rules and Local Rules ." -Paragraph 9: "At the conclusion of the litigation, the Confidential Information and any copies thereof shall be promptly (and in no event no later than thirty (30) days after entry of final judgment no longer subject to further appeal) returned to the producing party or certified as destroyed. Notwithstanding this paragraph, at the conclusion of the case, counsel may retain one complete set of materials produced in the case, and any working documents reflecting such materials. " -Paragraph 9: "There shall be no disclosure of any Confidential Information by any person authorized to have access thereto to any person who is not authorized for such access under this Order, unless disclosure is mandated by court order or other operation of law ." -Paragraph 9: "Until expiration of the 30-day period, the entire deposition or hearing transcript shall be treated as if designated "CONFIDENTIAL". After the expiration of the 30-day period, any portion of the transcript not explicitly designated as "Confidential" will be deemed not confidential. " -Paragraph 9: With respect to documents... this Order governs, without limitation: (a) all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all pretrial, hearing, or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings, and/or other court filings; (d) affidavits; and (e) stipulations. All issues related to the use of confidential information at trial shall be decided by the trial judge. " -Paragraph 10: "Productions designated as "CONFIDENTIAL" may be filed in redacted format or under seal in accordance with the Individual Judge's Rules and Local Rules ." -Exhibit A shall include a line for the name of individual signing. Ordered by Magistrate Judge Vera M. Scanlon on 4/29/2021. (Chean, Jasmine)

Wednesday, April 28, 2021

22 misc | Letter | Wed 04/28 12:55 PM

Letter regarding Confidentiality Agreement by Metropolitan Wireless BK121, Inc. (Novikoff, Kenneth)

Wednesday, April 07, 2021

21 1 pgs | misc | Letter | Wed 04/07 9:47 AM

Letter to Judge Scanlon by Metropolitan Wireless BK121, Inc. (Novikoff, Kenneth)

Att: 1 7 pgs Exhibit Confidentiality Agreement

Thursday, March 18, 2021

minutes | Telephone Conference | Thu 03/18 4:41 PM

Minute Entry for proceedings held before Magistrate Judge Vera M. Scanlon:Telephone Conference held on 3/18/2021. Mohammed Gangat appearing for Plaintiff. Joseph Kasper and Kenneth Adam Novikoff appearing for Defendants. See separate docket entry for Order issuing from this proceeding. (FTR Log #4:01-4:04; 4:05-4:36.) (Quinlan, Krista)

order | Scheduling Order Order Referring Case to Mediation | Thu 03/18 4:45 PM

SCHEDULING ORDER: As discussed during the 3/18/2021 conference, all discovery must be completed by 12/1/2021. On or before 12/1/2021, the Parties will file a joint status report letter confirming that discovery is complete. On or before 1/15/2022, the Parties will initiate any dispositive motions in accordance with the Individual Rules of the District Judge. On or before 1/30/2022, the Parties will file their joint Proposed Pretrial Order. A Telephone Conference is set for 8/3/2021 at 11:30 AM before Magistrate Judge Vera M. Scanlon. On or before 7/29/2021, the Parties will file a joint status report letter, of no more than three pages, identifying any outstanding discovery disputes. ORDER REFERRING CASE to Mediation. Mediation shall be completed by 5/12/2021. (Selection of Mediator due by 4/12/2021.) Ordered by Magistrate Judge Vera M. Scanlon on 3/18/2021. (Quinlan, Krista)

adr | Mediation Instructions | Thu 03/18 5:25 PM

MEDIATION INSTRUCTIONS for Counsel are available at: https://www.nyed.uscourts.gov/adr-forms. Counsel are to select a mediator, schedule the first mediation session, and file the name of the mediator, date, time and place of the first mediation session via CM/ECF using the event Selection of Mediator. For a list of the EDNY Mediators and their qualifications, see the Court's website at https://www.nyed.uscourts.gov/adr/Mediation/displayAll.cfm. EDNY Mediators are compensated in accordance with EDNY Local Civil Rule 83.8(f)(1)[formerly EDNY Local Civil Rule 83.11(f)(1)]. The Confidentiality Stipulation must be signed at the mediation session by all participants, including the mediator, and sent via email to Robyn_Weinstein@[redacted]. The Confidentiality Stipulation is available at: https://www.nyed.uscourts.gov/adr-forms. Upon completion of the mediation, both parties must submit a Mediation Report which can be found at: https://www.nyed.uscourts.gov/adr-forms. The Mediation Report must be e-mailed to nyed_adr@[redacted] within two weeks following mediation session. (Priftakis, Tina)

Wednesday, March 17, 2021

20 ☆ 4 pgs | misc | Case Management Statement | Wed 03/17 2:32 AM

CASE MANAGEMENT STATEMENT (Gangat, Mohammed)

Tuesday, March 09, 2021

order | Order on Motion to Adjourn Conference 1 - Terminate Deadlines and Hearings | Tue 03/09 8:17 AM

ORDER granting19 Motion to Adjourn Conference. At the request of Plaintiff, the 3/9/2021 Telephone Conference is rescheduled to 3/18/2021 at 4:00 PM before Magistrate Judge Vera M. Scanlon. The Parties are to refer to12 and must file the joint proposed scheduling order by 3/15/2021. Ordered by Magistrate Judge Vera M. Scanlon on 3/9/2021. (Quinlan, Krista)

Monday, March 08, 2021

19 ☆ motion | Adjourn Conference | Mon 03/08 3:48 PM

First MOTION to Adjourn Conference March 9, 2021 Initial Conference by Victor Lopez. (Gangat, Mohammed)

Friday, March 05, 2021

order | Order(Other) | Fri 03/05 8:43 AM

ORDER: The Parties failed to file the joint proposed scheduling order per this Court's12 Order. The Parties are to file the proposed order by 3/8/2021. Ordered by Magistrate Judge Vera M. Scanlon on 3/5/2021. (Quinlan, Krista)

Thursday, February 25, 2021

18 3 pgs | answer | Answer to Complaint | Thu 02/25 4:03 PM

ANSWER to1 Complaint, by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

Tuesday, February 16, 2021

order | Order on Motion for Extension of Time to Answer | Tue 02/16 8:21 AM

ORDER granting17 Motion for Extension of Time to Answer as to Floraison Inc. Defendant's deadline to answer the Complaint or otherwise move is extended to 2/10/2021. Ordered by Magistrate Judge Vera M. Scanlon on 2/16/2021. (Quinlan, Krista)

Saturday, February 13, 2021

17 1 pgs | misc | Stipulation | Sat 02/13 2:44 AM

STIPULATION by Floraison Inc., Sharan K Puri (Kasper, Joseph)

Wednesday, February 10, 2021

16 answer | Answer to Complaint | Wed 02/10 9:38 AM

ANSWER to1 Complaint, by Floraison Inc., Sharan K Puri. (Kasper, Joseph)

Monday, February 08, 2021

15 misc | Mail Returned | Tue 02/09 3:29 PM

Mail Returned as Undeliverable. (Judge Scanlon's 1/15/21 order/dkt sheet) Mail sent to METROPOLITAN WIRELESS BK121, Inc. returned as no such number. (Guzzi, Roseann)

14 misc | Mail Returned | Tue 02/09 3:26 PM

Mail Returned as Undeliverable. (Copy of Judge Scanlon's 1/15/21 order/dkt sheet) Mail sent to Sharan K Puri; returned as VACANT. (Guzzi, Roseann)

Wednesday, February 03, 2021

13 misc | Mail Returned | Wed 02/03 2:54 PM

Mail Returned as Undeliverable. (Copy of Judge Scanlon's 1/15/21 order and dkt sheet) Mail sent to FLORAISON INC. returned as Unclaimed unable to forward. (Guzzi, Roseann)

Wednesday, January 27, 2021

12 ☆ 7 pgs | order | Order on Motion for Extension of Time to Answer Scheduling Order | Wed 01/27 8:26 AM

ORDER granting11 Motion for Extension of Time to Answer as to Metropolitan Wireless BK121, Inc. Defendant's deadline to answer the Complaint or otherwise move is extended to 2/25/2021. SCHEDULING ORDER: As set forth in the attached Order, a Telephonic Initial Conference is scheduled for 3/9/2021 at 3:30 PM before Magistrate Judge Scanlon. In order to facilitate settlement discussions, Plaintiff's counsel is expected to provide Defendants' counsel with a detailed calculation of damages at least one week prior to the Initial Conference. The Parties must complete the attached joint proposed scheduling order and file on ECF no later than 3/4/2021. The Parties are to call 877-336-1829 and type in the access code 3581283 for the AT&T conference bridge. Please do not use the speaker function on your phone, remember to identify yourselves every time you speak, and speak slowly and deliberately for purposes of the record. Persons granted remote access to proceedings are reminded of the general prohibition against photographing, recording, and rebroadcasting of court proceedings. Violation of these prohibitions may result in sanctions, including removal of court issued media credentials, restricted entry to future hearings, denial of entry to future hearings, or any other sanctions deemed necessary by the court. Ordered by Magistrate Judge Vera M. Scanlon on 1/27/2021. (Quinlan, Krista)

Tuesday, January 26, 2021

11 ☆ motion | Extension of Time to File Answer | Tue 01/26 1:51 PM

MOTION for Extension of Time to File Answer to complaint is hereby extended further to include February 25, 2021 by Metropolitan Wireless BK121, Inc.. (Novikoff, Kenneth)

10 ☆ notice | Notice of Appearance | Tue 01/26 1:42 PM

NOTICE of Appearance by Kenneth Adam Novikoff on behalf of Metropolitan Wireless BK121, Inc. (aty to be noticed) (Novikoff, Kenneth)

Friday, January 22, 2021

9 ☆ order | Clerks Entry of Default | Fri 01/22 2:02 PM

Clerk's ENTRY OF DEFAULT It appearing from the docket maintained in this action that defendant Floraison Inc., Metropolitan Wireless BK121, Inc., Sharan K Puri has failed to appear or otherwise defend this action, the default of defendant Floraison Inc., Metropolitan Wireless BK121, Inc., Sharan K Puri is hereby noted pursuant to Rule 55a of the Federal Rules of Civil Procedure. (Poveda, J.)

Friday, January 15, 2021

order | Status Report Order | Fri 01/15 8:37 AM

STATUS REPORT ORDER: Defendants have failed to timely answer or otherwise respond to the Complaint. Defendants must answer by 2/5/2021. The Clerk's Office is requested to mail a copy of this Order and docket to Defendants. Ordered by Magistrate Judge Vera M. Scanlon on 1/15/2021. (Quinlan, Krista)

Thursday, January 14, 2021

8 ☆ misc | Request for Certificate of Default | Thu 01/14 4:46 PM

Request for Certificate of Default by Victor Lopez (Gangat, Mohammed)

Att: 1 Declaration Declaration of Mohammed Gangat, Esq. In Support of Request For Certificate of Default

Monday, September 14, 2020

7 1 pgs | service | Summons Returned Executed | Mon 09/14 1:32 PM

SUMMONS Returned Executed by Victor Lopez. Sharan K Puri served on 9/14/2020, answer due 10/5/2020. (Gangat, Mohammed)

6 service | Summons Returned Executed | Mon 09/14 1:32 PM

SUMMONS Returned Executed by Victor Lopez. Floraison Inc. served on 8/18/2020, answer due 9/8/2020. (Gangat, Mohammed)

Tuesday, September 08, 2020

5 service | Summons Returned Executed | Tue 09/08 1:16 PM

SUMMONS Returned Executed by Victor Lopez. Metropolitan Wireless BK121, Inc. served on 8/26/2020, answer due 9/16/2020. (Gangat, Mohammed)

Friday, July 31, 2020

4 1 pgs | misc | Quality Control Check - Attorney Case Opening | Fri 07/31 10:22 AM

This attorney case opening filing has been checked for quality control. See the attachment for corrections that were made, if any. (Bowens, Priscilla)

3 2 pgs | misc | Clerks Notice of Rule 73 | Fri 07/31 10:22 AM

In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that if all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. The form may also be accessed at the following link: [LINK:http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf] . You may withhold your consent without adverse substantive consequences . Do NOT return or file the consent unless all parties have signed the consent. (Bowens, Priscilla)

2 2 pgs | service | Summons Issued | Fri 07/31 10:21 AM

Summons Issued as to All Defendants. (Bowens, Priscilla)

1 11 pgs | cmp | Complaint | Fri 07/31 12:05 AM

COMPLAINT against Floraison Inc., Metropolitan Wireless BK121, Inc., Sharan K Puri filing fee $ 400, receipt number ANYEDC-13141858 Was the Disclosure Statement on Civil Cover Sheet completed -NO,, filed by Victor Lopez. (Gangat, Mohammed)

Att: 1 Civil Cover Sheet,

Att: 2 Proposed Summons

utility | Case Assigned/Reassigned | Fri 07/31 10:14 AM

Case Assigned to Judge Ann M Donnelly and Magistrate Judge Vera M. Scanlon. Please download and review the Individual Practices of the assigned Judges, located on our[LINK:website] . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (Bowens, Priscilla) Modified on 7/31/2020 (Bowens, Priscilla)

Showing All

Last viewed: Nov 25, 2022 7:31 PM EST

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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK (BROOKLYN)

VICTOR LOPEZ, Plaintiff, v. SHARAN K. PURI, et al, Defendants.	Case No. 1:20-cv-03450-AMD-MMH Brooklyn, New York November 28, 2022 2:03 p.m.

TRANSCRIPT OF TELEPHONE STATUS CONFERENCE HEARING
BEFORE THE HONORABLE MARCIA M. HENRY
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:	Mohammed Gangat, Esq. Law Office of Mohammed Gangat 675 Third Avenue Ste 1810 New York, NY 10017
For the Defendant:	Joseph Kasper, Esq. 105-30 Crossbay Boulevard Ozone Park, NY 11417
Also Appearing:	Owen Keough, Esq. Janice Bar, Esq. Sharan Puri
Clerk:	R.C.
Court Recorder:	Electronic Sound Recording
Transcription Service:	Chris Hwang Abba Reporting PO Box 223282 Chantilly, Virginia 20153 [redacted]

Proceedings recorded by electronic sound recording; transcript produced by transcription service.

(Call to order at 2:03 p.m.)

THE CLERK: Good afternoon. This is a civil cause for a telephone status conference for case number 20-CV-3450, Lopez v Puri, et al.

As a reminder pursuant to Local Rule 1.8, the parties may not independently record any court proceedings. A transcript of this proceeding may be ordered from the Clerk's Office.

That being said, counsel for Plaintiff, please state your appearance for the record?

MR. GANGAT: For the Plaintiff, Mohammed Gangat. Good afternoon, Your Honor.

THE COURT: Good afternoon.

THE CLERK: For the Defense?

MR. KASPER: Yes, for Defendants Sharan K. Puri and Floraison, Incorporated, this is attorney of record for them, Joseph Kasper. Good afternoon, Your Honor.

THE COURT: Good afternoon. Now this case is on for a status conference because in reviewing the docket, and in receipt of the parties' letter, I realize that there has been a pending motion and when the case was assigned to me. And so, there wasn't really any progress made with discovery while that motion was pending.

Just to recap how we got to where we are, the complaint here was filed in July of 2020. And at the time,

Judge Scanlon was the assigned magistrate judge.

And she did issue a discovery schedule, but then also referred the case to mediation. And that was in -- around March of 2021.

The case was subsequently re-assigned to me in June of 2021. And at that time, Metropolitan Wireless moved to dismiss the complaint and that motion was granted.

And so then, Metropolitan Wireless was out of the case. And Judge Donnelly stayed discovery law. That motion was pending. And that, excuse me, decision was issued in September of 2022.

And then, at Document 36, Mr. -- is it Gangat?

MR. GANGAT: That's correct, Your Honor, thank you.

THE COURT: Okay, Mr. Gangat filed a letter requesting discovery and a discovery schedule in the case.

So, first, let me just confirm that I have accurately recapped the past two years of this case. Mr. Gangat?

MR. GANGAT: You have, Your Honor.

THE COURT: Mr. Kasper?

MR. KASPER: I concur, Your Honor.

THE COURT: In that case, then let me get down to essentially the logistics that we would get to in an initial conference.

So first, Mr. Kasper, in reviewing the docket, was there an Answer filed to the amended complaint? The amended

complaint is at Document 25. And that was filed on August 13th, 2021.

MR. KASPER: Your Honor, as I recall, there's -- there was an Answer filed, but if I might save the Court a great deal of time and grief, a few things happened.

First and foremost, I am recovering from major surgery earlier this month.

Secondly, there is a proposed stipulation. An offer had been made actually late -- a number of months ago. And once the motion went through dismissing the other Defendant from the matter, the case has essentially settled. There's been an offer.

And while the stipulation has not actually been signed because as I said, I've been recovering from surgery for the last month, this matter is settled.

And the other thing the Court should be aware of is I -- in the interim, I was elected to the Queens Civil Court. So this is essentially an act of winding up for me, Your Honor.

THE COURT: Okay, well, let me start first with the last part of your remarks. Congratulations.

MR. KASPER: Thank you.

THE COURT: When do you officially stop being a lawyer and start being a judge?

MR. KASPER: Under the New York Rules of Court, Your Honor, it's -- this is probably an act of winding up to advise

the Court that I am no longer practicing. And -- but that the matter is resolved because it was actually an offer communicated before I became official.

THE COURT: Okay, when did you become official?

MR. KASPER: I took the bench in January, Your Honor.

THE COURT: January of 2022?

MR. KASPER: That's correct, Your Honor.

THE COURT: Oh, okay. And all right, well, no one alerted to me that. But okay, the case was pending during that time.

So let me then turn back to Mr. Gangat. So do you concur that this case is settled?

MR. GANGAT: I concur that an offer was communicated a while back. And we were waiting for a resolution on the motion. As soon as the motion was resolved, I accepted the offer.

We've been trying to figure out the logistics of that. Given Mr. Kasper's limitations, you know, he can only do so much. I think there's some term of art there of act of winding up.

And then, there's another dynamic in play, which is, you know, these are small settlements. Oftentimes, the Defendant on the other side is a small business.

There is sort of two routes to a resolution potentially that I see. One would be a Cheeks motion. The

other would be a Rule 68 offer of judgment.

You know, in either of those routes, there's some involvement of the defense attorney that's sort of needed. And yeah, there's a tension there, right, because it's sort of highly asserting paying him $1,000, $2,000 on a case that's, you know, settling for less than $20,000, it just -- it's a tough dynamic.

Anyway, we've been trying to work through that. And so, I've let Mr. Kasper know that, you know, we've accepted that offer of a number.

I think we all understand and agree to the basic terms of how that will be memorialized, but there's this logistical issue of, you know, who is going to either participate in the submission of the Cheeks motion or prepare and serve up an offer of judgment.

THE COURT: Yeah, thank you for raising all of that, because that was my first question, Mr. Kasper, once you said you were official, which is that the act of winding up here requires a little bit more than just advising me that the case is winding down.

And that is because of Cheeks and the 2nd Circuit's requirements for wage and hour cases that resolve in settlement.

And yeah, any -- I guess anything other than you appearing here, whether it's you advising your client as to how

to complete the resolution of the case is probably the practice of law.

And okay, well, Mr. Kasper --

MR. GANGAT: Your Honor, real quick. There's one point. This is Mr. Gangat, I just wanted to raise, I think it's important to your deliberation.

THE COURT: Uh-huh.

MR. GANGAT: I don't actually think they need an attorney. The reason why Metropolitan Wireless, the end -- one of the end-state Defendants has been dismissed out.

The Defense from Floaison, and it's a valid defense, is that this is a different entity that is actually owned by the mother of the individual Defendant, Mr. Puri.

So truly, the case that's being settled is with an individual defendant. This case would be settled on very standard terms, a one-third attorney fee, an allocation of the Plaintiff's payment being made as between, you know, backpay versus liquidated damages, no confidentiality agreement, a limited release to wage and hour claims.

And so, I do think just as Your Honor sort of decides how we move forward, it's worth noting that Mr. Puri, the individual Defendant, can sort of appear pro se and put on the record that that's what's he settling based on.

MR. KASPER: If I may, Your Honor?

THE COURT: Yes.

MR. KASPER: The dynamics of the case are such that Mr. Gangat and I, you know, had been on quite, you know, quite courteous terms. And we actually had discussed this proposed settlement late December of last year before I ascended.

The only wildcard, you know, was sort of almost like if the motion goes one way, then you know, this is resolved. If it doesn't, it's another story.

But what I'm trying to say is as to my parties, this matter was, you know, almost -- it's an unusual situation *de facto* settled, you know, back last December before I ascended subject to whatever happened on the motion.

So -- and otherwise, you know, it's fairly straightforward. It's for the sum of money that had sort of been offered, you know, back then.

So all I'm trying to say is that's why, you know, sort of my involvement in this is very limited. And the way the stip is prepared, it's drafted for him to sign pro se, so.

THE COURT: Yeah, and I understand all of that. And but for Cheeks v. Freeport Pancake House, that's all that would be required.

But because this is a wage and hour case and because there is a 2nd Circuit case that requires the Court to review any proposed settlement agreement, whether it's being signed with counsel attending to it or not, the Cheeks motion still needs to be filed.

And right now, all of this is in front of Judge Donnelly. We haven't even gotten to the separate issue of if the parties consented to the magistrate judge, because at this point, it's likely that if you file such a motion, Judge Donnelly would refer it to me. And then, I'd have to decide the motion, issue an R and R, and that she would have to review it.

So there are more procedural steps than just whether or not you would simply file a stip of dismissal versus a motion versus a Rule 68 offer of judgment.

I'm not quite sure how to -- I can't advise you, Mr. Kasper, on how much more you can be involved.

Mr. Gangat, from your client's perspective, this requires a Cheeks motion.

Now if this case were before me, and I'm not goingto speak for Judge Donnelly, nor am I seeking to have the parties' consent, but if this case were before me, then yes, to your point, Mr. Gangat, I would ask that the individual Defendant appear and put on the record that this was something that they wanted to do. But ultimately, it still would require the filing of a motion pursuant to Cheeks.

MR. KASPER: Your Honor, if I may?

MR. GANGAT: And Your Honor? Sorry, this is Mr. Gangat. Would Your Honor consider -- because the issue becomes Floraison, Defendant Floraison, Inc. needs to consent to the

magistrate. And I don't they can do that because they don't have an attorney to act for them.

But I have a good faith basis to believe that I don't have any actionable claims against Floraison. I wonder whether I could file an amended complaint removing the dismissed Defendant, removing Floraison.

And then, me and the individual Defendant could appear before Your Honor and seek Cheeks approval after consenting to your jurisdiction?

THE COURT: Well, hang on, because you're asking -- you're asking me my advice as to whether or not you should consent. And I'm not -- I can't do that, first of all, because I -- that's a conversation that has to happen between the parties and/or their counsel. And I'm not going to say yay or nay to what you just proposed.

But Mr. Kasper, it sounds like you want to chime in similarly?

MR. KASPER: Yes, I was going to say, Your Honor, Mr. Gangat was kind enough to point out, you know, that it would be, you know, less than perfect result if my former client had to go out and engage, you know, counsel for several thousand dollars for a matter that essentially was *de facto* settled months ago.

But I have another attorney, who is admitted in the Eastern District, that took over a number of matters in my

practice.

I suppose that I could get him involved at least as to the Cheeks motion as trying to avoid, again, you know, expense and more difficulty for the Court, but whatever's easiest for everybody involved.

THE COURT: Okay, well, I do appreciate that, Mr. Kasper. To the extent that there's counsel who frankly would likely not spend more than a couple of hours more on this case, given that the bulk of the Cheeks motion gets written by plaintiff's counsel in these types of cases.

And Mr. Gangat, it sounds like you sort of have your motion written in your head anyway based on everything that you just described on the record.

So, again, I can't say yay or nay as to whether or not if you were to consent, this is what I would agree to, because I don't -- I think that that's a little unseemly.

I'm just -- I'm telling you what I have done in other cases. And I think that you, Mr. Gangat, should talk to your client.

And I think, Mr. Kasper, to the extent that you have counsel, who can take over this very discrete portion of the case, which is essentially advising your client and/or potentially contributing to the Cheeks motion, that would actually be the better course of action, but I think you all need to talk about it.

I'm very glad that we're having this conference. And had this been brought to my attention earlier, we probably could have resolved this, but I understand earlier meaning when you all had your *de facto* settlement.

But understandably, you were waiting for the outcome of the motion to dismiss to determine what the next steps would be.

So why don't we do this? Mr. Gangat, why don't you and Mr. -- well, I keep calling you Mr. Kasper because that's what you are for the purposes of this discussion.

MR. KASPER: That's all right, Your Honor. It's actually refreshing.

THE COURT: Right, it's not just at like the grocery store or the doctor's office where you get called Mr. Kasper anymore.

If -- I think that you all should just have a quick conversation about this. And maybe immediately after this call don't stay on this line because it's a public line and I have other parties calling in in a little while, but just get on the phone with each other and talk about this. And I think if the other lawyer can be involved, that's fine.

And to your point, Mr. Gangat, I'm also not again advocating. You are correct that a Rule 68 offer of judgment is also an option, but again, that would be something that the Defendants would need to be advised about or the individual

Defendant would need to be advised and decide if that's an option.

Of note, it's still a little unclear whether or not the Court gets involved even if there is a Rule 68 offer of judgment. So just be mindful of that, but yes, it's another option.

Any questions about any of that?

MR. KASPER: No questions, Your Honor, but I do want to say, honestly, being the name of the game, Mr. Gangat had reached out to my former office late October.

THE COURT: If this is about -- hold on, is this about the substance of the settlement discussions?

MR. KASPER: No, I'm just trying to say why this hadn't been --

THE COURT: Okay.

MR. KASPER: -- you know, addressed earlier because like I said, I've been involved with the surgery that I had earlier this month since late October.

THE COURT: Yes.

MR. KASPER: And anyhow, I'm much better now, but I wanted to make sure nothing went amiss with this.

THE COURT: Well, I appreciate that.

And Mr. Gangat, why don't you -- why don't I give you a couple of weeks to get this sorted out? Why don't you just file another letter letting me know what it is that you plan to

do after discussing with Mr. Kasper and/or his former law office and your client?

MR. GANGAT: Absolutely, thank you for that opportunity, Your Honor.

THE COURT: Okay. So let's do this. Today's the 28th. Why don't you file something by December 12th?

MR. GANGAT: Okay.

THE COURT: Okay. And it's just a letter essentially letting me know -- confirming that you've conferred with your client. You've conferred with either, not either, conferred with Mr. Kasper, conferred with the other firm.

If the other attorney plans on being involved and they are admitted in this Court, then if they could file a notice of appearance, that would be helpful. And you'll let me know all of that in the letter.

MR. GANGAT: Understood, Your Honor.

THE COURT: Okay. Now if I see a Rule 68 offer of judgment, then I guess that -- that's also telling me, but I still would like to see your letter on it as well.

MR. GANGAT: Understood, Your Honor.

THE COURT: Okay, all right. Anything else, Mr. Gangat?

MR. GANGAT: No, nothing further. Thank you for your time and attention to this matter, Your Honor.

THE COURT: All right, thank you very much.

Mr. Kasper, for the last time is Mr. Kasper, anything else?

MR. KASPER: Thank you also, Your Honor, for your courtesies.

THE COURT: No problem. Well, I wish each of you continued good health.

And you, Mr. Kasper, a further speedy recovery. And good luck in your next endeavor or your current endeavor.

And I will look for the letter on the 12th, but in the meantime, I hope that you and your families have a healthy and safe and happy holiday season.

MR. KASPER: Likewise, Your Honor.

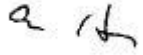
MR. GANGAT: Thank you.

THE COURT: All right, thank you.

(Proceedings concluded at 2:24 p.m.)

CERTIFICATE

I, Chris Hwang, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



_____ April 14, 2023

Chris Hwang Date

Court Reporter

EXHIBIT A46

Gmail

Joe Kasper <joekasper1981@[redacted]>

Lopes v Puri. Et al

12 messages

Joe Kasper <joekasper1981@[redacted]> Sun, Nov 27, 2022 at 8:05 PM
To: mgangat@[redacted]

good evening and belated Happy Thanksgiving,as I may have mentioned to you, I am recovering from major surgery earlier this month,which had some Complications.Mr puri advised me there is a status conf on for 11/28/22.I reviewed the Stip but have some questions. As this represents essentially the settlement we had discussed late last year, I believe it is an act of winding up to join in the status conference and acknowledge the Stip and settlement. I have a meeting between 12&1 tomorrow. Would you be kind enough to call me before 12 or after 1:00 before the conference? Thank u for your anticipated courtesies, sincerely Joe Kasper

---

Mohammed Gangat <mgangat@[redacted]> Mon, Jan 2, 2023 at 1:38 PM
To: Joe Kasper <joekasper1981@[redacted]>

Joe,

You were going to send me the contact information for Mr. Puri.
Please send asap.
Thanks,

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]
[Quoted text hidden]

Joe Kasper <joekasper1981@[redacted]> Tue, Jan 3, 2023 at 10:49 AM
To: Mohammed Gangat <mgangat@[redacted]>

got your message, will follow up later today
[Quoted text hidden]

Mohammed Gangat <mgangat@[redacted]> Wed, Jan 4, 2023 at 3:35 PM
To: Joe Kasper <joekasper1981@[redacted]>

Do you have the contact information? I need to provide the court with a status update today.
[Quoted text hidden]
--
[Quoted text hidden]

Joe Kasper <joekasper1981@[redacted]> Thu, Jan 5, 2023 at 4:23 AM
To: Mohammed Gangat <mgangat@[redacted]>

sorry did not see your message sooner , had issue with accessing email. You may contact Mr Puri directly at [redacted] but kindly be reminded you just had to add the tax indemnity language to indemnify Mr Puri,he had othrewise agreed to the STIPULATION terms
[Quoted text hidden]

Mohammed Gangat <mgangat@[redacted]> Tue, Jan 24, 2023 at 9:04 PM

To: Joe Kasper <joekasper1981@[redacted]>

Joe,

I still don't have a signed agreement from Mr. Puri. The agreement is attached. Please tell him he needs to send me the signed agreement so this case can end

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

[Quoted text hidden]

Settlement Agreement.docx.pdf
91K

Joe Kasper <joekasper1981@[redacted]> Thu, Jan 26, 2023 at 4:10 PM
To: sharanpuri@[redacted]

[Quoted text hidden]

Settlement Agreement.docx.pdf
91K

Joe Kasper <joekasper1981@[redacted]> Thu, Jan 26, 2023 at 7:31 PM
To: sharanpuri@[redacted]

[Quoted text hidden]

Settlement Agreement.docx.pdf
91K

Joe Kasper <joekasper1981@[redacted]> Thu, Jan 26, 2023 at 7:36 PM
To: J kasper <thejklawoffice@[redacted]>

[Quoted text hidden]

Settlement Agreement.docx.pdf
91K

Joe Kasper <joekasper1981@[redacted]> Fri, Jan 27, 2023 at 3:14 AM
To: metrobk@[redacted]

@

Settlement Agreement.docx.pdf
91K

Joe Kasper <joekasper1981@[redacted]> Mon, Jan 30, 2023 at 10:37 PM

To: J kasper <thejklawoffice@[redacted]>

---------- Forwarded message ---------
From: **Joe Kasper** <joekasper1981@[redacted]>
Date: Fri, Jan 27, 2023, 3:14 AM
Subject: Fwd: Lopes v Puri. Et al
To: <metrobk@[redacted]>

@

Settlement Agreement.docx.pdf
91K

BK Metro <metrobk@[redacted]> Thu, Feb 2, 2023 at 11:08 AM
To: Joe Kasper <joekasper1981@[redacted]>

This is the update in Pacer.

"SCHEDULING ORDER: A telephone status conference in this wage and hour case will be held on 03/17/2023 at 10:00AM before Magistrate Judge Marcia M. Henry. Plaintiff's counsel and Defendant Sharan K. Puri shall attend. The parties are directed to call the toll-free number 646-828-7666 . The access code is 160-748-7513 . The passcode is 317522 . The parties shall dial in five (5) minutes before the conference. Any requests to adjourn this conference shall be made in writing no later than 03/09/2023 . Plaintiffs counsel is directed to send a copy of this Scheduling Order to Defendant Puri and to file proof of service by 02/03/2023 . So Ordered by Magistrate Judge Marcia M. Henry on 02/01/2023. (RC)"

On Friday, January 27, 2023 at 05:31:14 AM EST, Joe Kasper <joekasper1981@[redacted]> wrote:

@

UNITED STATES DISTRICT COURT **EASTERN DISTRICT OF NEW YORK**	
Victor Lopez, *Plaintiff,* -against- Sharan K Puri; and Floraison Inc. *Defendants.*	Case No. 1:20-cv-03450-AMD-MMH **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Victor Lopez ("Plaintiff") on the one hand, and Sharan K Puri ("Defendant"), on the other hand.

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Eastern District of New York District of New York, Civil Action No: 1:20-cv-03450-AMD-MMH (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant denies any violation of federal and state wage and hour and overtime laws;

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff and his counsel, subject to the terms and conditions of this Agreement, the gross sum of Twenty Thousand Dollars and No Cents ($**20,000.00**) (the "Settlement Amount"), to be paid to Plaintiffs and Plaintiffs' attorneys, as follows:

A. One check made payable to Victor Lopez in the total amount of Three Thousand Two Hundred Thirty Two Dollars and Zero Cents ($3,232.00), representing payment for any and all unpaid minimum wages, overtime, and any other wages under NYLL, deducting any tax withholdings as per the W-4

Form to be provided to Defendants. Defendants shall issue Plaintiff an IRS Form W-2 with respect to this payment.

B. One check made payable to Victor Lopez in the amount of Nine Thousand Six Hundred Ninety Six Dollars and Zero Cents ($9,696). Defendants shall issue Plaintiff an IRS Form 1099 with respect to this payment.

C. One check in the amount of $7,072 made payable to Mohammed Gangat, Esq.;

D. The check shall be delivered to Mohammed Gangat, Esq., 675 3rd Avenue, Suite 1810, New York, New York 10017 within fifteen days of Court approval of this agreement.

The Parties agree that in the event the Defendant fails to make the payment contemplated in Paragraph 1 of this Agreement then Defendants shall be deemed in default (less any payments already made by Defendants) after a ten (10) day period to cure after written notice sent to Defendants' counsel as provided by Paragraph 6. Upon a default by Defendant, Plaintiff may immediately seek enforcement of the settlement agreement and Defendant will pay Plaintiff's reasonable attorneys' fees and costs incurred in the enforcement action.

Taxes and Withholding: Plaintiff shall be solely responsible for the payment of all taxes, including interest and/or penalties associated with the Settlement Amount, except for Employer's portion of any employer paid tax. Releasor agrees to indemnify and hold harmless Releasees against any tax, interest, or penalties, or any fees, costs, attorneys' fees, or damages, arising from any demand, order, or claim by any taxing authority to pay any tax, interest, or penalty on or with respect to the Settlement Amount, except for Employer's portion of any employer paid tax associated therewith.

2. Release: This release is made by Plaintiff and is for Defendant as well as Defendant's current and former owners, stockholders, predecessors, successors, assigns, directors, officers, employees, former employees, former attorneys, insurers, reinsurers, parents and subsidiaries, ("Releasees"). As to the Releasees, Plaintiff knowingly and voluntarily releases and forever discharges: (i) any and all claims alleged in this lawsuit; (ii) any and all wage and hour claims, including, but not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq*. and he New York State Labor Law §§ 1 *et seq*. and applicable regulations, New York State Executive Law §§290 *et seq*., the Wage Theft Prevention Act, the New York Equal Pay Law, and all other New York State Wage and Hour Laws. This release shall apply to all such claims that Plaintiff has or may have against Releasees as of the date of Plaintiff's execution of this Agreement, whether known or unknown, asserted or unasserted, including for attorneys' fees and costs in connection with any asserted or unasserted wage and hour claim.

For the avoidance of doubt, it is expressly stated that regardless of any language to the contrary herein, nothing in this Agreement shall operate to bar or limit any claim of Plaintiff's for physical injury made pursuant to the New York Worker's Compensation Law arising from their employment with Defendants. Moreover, this Agreement and Release does not extend to those rights which as a matter of law cannot lawfully be waived

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendant.

5. Acknowledgments: Plaintiff and Defendant acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:

Mohammed (Moe) Gangat, Esq.
675 3rd Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]

To Defendant:

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement. The parties agree that the United States District Court for the Eastern District of New York shall continue to exercise jurisdiction over the enforcement of this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any

finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendant advised Plaintiff to discuss the terms of this Agreement and release of claims with her legal counsel and Plaintiff acknowledges that he has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with her attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

11. Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution or levy involving a Sheriff, in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF VICTOR LOPEZ

_____
VICTOR LOPEZ

Date: _____

_____
SHARAN K PURI

Date: _____

DEFENDANT SHARAN K PURI

EXHIBIT A47

----- Forwarded Message -----
From: BK Metro <metrobk@[redacted]>
To: Joe Kasper <joekasper1981@[redacted]>
Sent: Thursday, February 2, 2023 at 11:08:22 AM EST
Subject: Re: Lopes v Puri. Et al

This is the update in Pacer.

"SCHEDULING ORDER: A telephone status conference in this wage and hour case will be held on 03/17/2023 at 10:00AM before Magistrate Judge Marcia M. Henry. Plaintiff's counsel and Defendant Sharan K. Puri shall attend. The parties are directed to call the toll-free number 646-828-7666 . The access code is 160-748-7513 . The passcode is 317522 . The parties shall dial in five (5) minutes before the conference. Any requests to adjourn this conference shall be made in writing no later than 03/09/2023 . Plaintiffs counsel is directed to send a copy of this Scheduling Order to Defendant Puri and to file proof of service by 02/03/2023 . So Ordered by Magistrate Judge Marcia M. Henry on 02/01/2023. (RC)"

On Friday, January 27, 2023 at 05:31:14 AM EST, Joe Kasper <joekasper1981@[redacted]> wrote:

@

EXHIBIT A48

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Sat, Feb 25, 2023 at 8:18 PM
Subject: updates TO YOUR CASE
To: <sharanpuri@[redacted]>

Good evening,

Below are the emails, which are going back and forth between the other attorney and us.

Best regards

"Good morning, Mohammed,

Attached please find the executed Settlement Agreement.

Please contact me with any questions.

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

One attachment • Scanned by Gmail

Mohammed Gangat

Feb 10, 2023, 2:08 PM

to me

The Court will likely reject the agreement. This is not the one I sent. This one has a confidentiality agreement.

Attached is the one I sent. He should sign this one so we can be done with this.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

One attachment • Scanned by Gmail

J kasper <thejklawoffice@[redacted]>

Feb 13, 2023, 4:12 PM (12 days ago)

to Joe

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

One attachment • Scanned by Gmail

Mohammed Gangat Feb 13, 2023, 8:27 PM (12 days ago)

to me

Reminder, I am not submitting the agreement you sent me for approval. I dont know where that agreement came from or why you would think I can submit that to the Court.

Thanks,

J kasper <thejklawoffice@[redacted]> Feb 23, 2023, 5:07 AM (2 days ago)

to Mohammed

We are in receipt of your email. It is equally our intensions to close this out expeditiously but the revised Stipulation we sent you contained no new language, simply a combination of the original proposed Stipulation you sent and the 2nd one. We understand some of the differences are due to how you plan to present it to the Court but your original proposed Stipulation contained a confidentiality agreement. The only thing Defendants had asked to revise from the first proposed Stipulation, was to add an indemnification regarding taxes. If deleting the confidentiality agreement portion of it gets this done, that's okay, but your 2nd proposed Agreement deleted c0-Defendant Floraisin. Why would Mr.

Puri release checks he has already drawn up, of which we sent you a copy of,

if you aren't also releasing his company, like your first Stipulation did?

Let's get this done. We look forward to hearing from you.

cc: Puri

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

J kasper <thejklawoffice@[redacted]>

Feb 23, 2023, 5:13 AM (2 days ago)

to Mohammed

Attorney at Law

105-30 Crossbay Boulevard

Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Feb 23, 2023 at 5:07 AM
Subject: Re: Lopes v Puri. Et al
To: Mohammed Gangat <mgangat@[redacted]>

One attachment • Scanned by Gmail

Mohammed Gangat Feb 23, 2023, 11:00 AM (2 days ago)

to me

Counsel,

Settlements under the FLSA require court approval. Courts often and one might even say routinely reject settlements which have a general release. The same is true with respect to settlements that have confidentiality agreements.

That being said, courts have routinely allowed parties to conclude a litigation with the defendant delivering a rule 68 offer, plaintiff formally accepting, and the Court dismissing the matter without any review process.

If we did a Rule 68 here, we could settle the FLSA claim, and we could settle the NYLL claims, both outside of Court. The NYLL claims could be settled with a general release and confidentiality at that point.

As it stands, there is no Rule 68 offer from Defendant. That is why

the settlement agreement was revised to eliminate confidentiality and the general release.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

J kasper <thejklawoffice@[redacted]> Feb 23, 2023, 5:41 PM (2 days ago)

to Joe

---------- Forwarded message ---------
From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Thu, Feb 23, 2023, 11:00 AM
Subject: Re: Lopes v Puri. Et al
To: J kasper <thejklawoffice@[redacted]>

Counsel,

Settlements under the FLSA require court approval. Courts often and one might even say routinely reject settlements which have a general release. The same is true with respect to settlements that have confidentiality agreements.

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LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Thu, Feb 23, 2023 at 5:13 AM J kasper <thejklawoffice@[redacted]> wrote:

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Feb 23, 2023 at 5:07 AM
Subject: Re: Lopes v Puri. Et al
To: Mohammed Gangat <mgangat[redacted]>

We are in receipt of your email. It is equally our intensions to close this out expeditiously but the revised Stipulation we sent you contained no new language, simply a combination of the original proposed Stipulation you sent and the 2nd one. We understand some of the differences are due to how you plan to present it to the Court but your original proposed Stipulation contained a confidentiality agreement. The only thing Defendants had asked to revise from the first proposed Stipulation, was to add an indemnification regarding taxes. If deleting the confidentiality agreement portion of it gets this done, that's okay, but your 2nd proposed Agreement deleted c0-Defendant Floraisin. Why would Mr. Puri release checks he has already drawn up, of which we sent you a copy of, if you aren't also releasing his company, like your first Stipulation did? Let's get this done. We look forward to hearing from you.

cc: Puri

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Mon, Feb 13, 2023 at 8:27 PM Mohammed Gangat <mgangat@[redacted]> wrote:

Reminder, I am not submitting the agreement you sent me for approval.
I dont know where that agreement came from or why you would think I
can submit that to the Court.

Thanks,

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Fri, Feb 10, 2023 at 2:08 PM Mohammed Gangat <mgangat@[redacted]> wrote:
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> The Court will likely reject the agreement. This is not the one I
> sent. This one has a confidentiality agreement.
>
> Attached is the one I sent. He should sign this one so we can be done
> with this.
>
> -mg
>
> Mohammed Gangat, Esq.
> LAW OFFICE OF MOHAMMED GANGAT
> 675 Third Avenue, Suite 1810
> New York, NY 10017
> mgangat@[redacted]
> moe@[redacted]
> @lawyerforworkers
> [redacted]
>
> On Thu, Feb 9, 2023 at 11:24 AM J kasper <thejklawoffice@[redacted]> wrote:
> >
> >
> > Good morning, Mohammed,
> >

> >
> > Attached please find the executed Settlement
> > Agreement.
> >
> > Please contact me with any questions.
> >
> >
> > Attorney at Law
> >
> >
> > 105-30 Crossbay Boulevard
> > Ozone Park, New York 11417
> > [redacted] 2179

ReplyForward

S

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

EXHIBIT A49

From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Fri, Mar 10, 2023 at 11:03 AM
Subject: Re: Lopes v Puri. Et al
To: J kasper <thejklawoffice@[redacted]>

See attached.

If you need some other language or version you need to send it to me. I'm really done trying to negotiate the terms of a settlement agreement with you.

Please try to understand, that about once per week for the past 5 months I am on calls and emails addressing this case.

I simply do not have the time or resources to continue to try to draft agreement and offers that work for your situation.

I'm sorry.

-mg

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Fri, Mar 10, 2023 at 8:58 AM J kasper <thejklawoffice@[redacted]> wrote:

Counselor:

Please send a new settlement stipulation
without the confidentiality clause.

Thank you.

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Wed, Mar 8, 2023 at 3:39 PM J kasper <thejklawoffice@[redacted]> wrote:

Counsel:

Please send a new settlement stipulation
without the confidentiality clause.

Thank you.

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Thu, Feb 23, 2023 at 5:41 PM J kasper <thejklawoffice@[redacted]> wrote:

---------- Forwarded message ---------
From: **Mohammed Gangat** <mgangat@[redacted]>
Date: Thu, Feb 23, 2023, 11:00 AM
Subject: Re: Lopes v Puri. Et al
To: J kasper <thejklawoffice@[redacted]>

Counsel,

Settlements under the FLSA require court approval. Courts often and one might even say routinely reject settlements which have a general release. The same is true with respect to settlements that have confidentiality agreements.

That being said, courts have routinely allowed parties to conclude a litigation with the defendant delivering a rule 68 offer, plaintiff formally accepting, and the Court dismissing the matter without any review process.

If we did a Rule 68 here, we could settle the FLSA claim, and we could settle the NYLL claims, both outside of Court. The NYLL claims could be settled with a general release and confidentiality at that point.

As it stands, there is no Rule 68 offer from Defendant. That is why the settlement agreement was revised to eliminate confidentiality and the general release.

-mg

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LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

On Thu, Feb 23, 2023 at 5:13 AM J kasper <thejklawoffice@[redacted]> wrote:

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Feb 23, 2023 at 5:07 AM
Subject: Re: Lopes v Puri. Et al
To: Mohammed Gangat <mgangat@[redacted]>

We are in receipt of your email. It is equally our intensions to close this out expeditiously but the revised Stipulation we sent you contained no new language, simply a combination of the original proposed Stipulation you sent and the 2nd one. We understand some of the differences are due to how you

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cc: Puri

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

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Reminder, I am not submitting the agreement you sent me for approval.
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Thanks,

Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
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> The Court will likely reject the agreement. This is not the one I
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> Mohammed Gangat, Esq.
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> 675 Third Avenue, Suite 1810
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> mgangat@[redacted]
> moe@[redacted]
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> >
> > 105-30 Crossbay Boulevard
> > Ozone Park, New York 11417
> > [redacted] 2179
--
Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]

EXHIBIT A50

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Tue, Mar 14, 2023 at 10:30 AM
Subject: Updated Agreement
To: <Sharanpuri@[redacted]>

Good morning,

Attached please find the updated Agreement.

Please sign and return to me.
If you have any questions, please contact me.

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	
Victor Lopez, *Plaintiff,* -against- Sharan K Puri; and Floraison Inc. *Defendants.*	Case No. 1:20-cv-03450-AMD-MMH **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Victor Lopez ("Plaintiff") on the one hand, and Sharan K Puri ("Defendant"), on the other hand.

and FLORAISON, INC.

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Eastern District of New York District of New York, Civil Action No: 1:20-cv-03450-AMD-MMH (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant ~~denies~~ DENY any violation of federal and state wage and hour and overtime laws;

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff and his counsel, subject to the terms and conditions of this Agreement, the gross sum of Twenty Thousand Dollars and No Cents (**$20,000.00**) (the "Settlement Amount"), to be paid to Plaintiffs and Plaintiffs' attorneys, as follows:

A. One check made payable to Victor Lopez in the total amount of Three Thousand Two Hundred Thirty Two Dollars and Zero Cents ($3,232.00), representing payment for any and all unpaid minimum wages, overtime, and any other wages under NYLL, deducting any tax withholdings as per the W-4

Form to be provided to Defendants. Defendants shall issue Plaintiff an IRS Form W-2 with respect to this payment.

B. One check made payable to Victor Lopez in the amount of Nine Thousand Six Hundred Ninety Six Dollars and Zero Cents ($9,696). Defendants shall issue Plaintiff an IRS Form 1099 with respect to this payment.

C. One check in the amount of $7,072 made payable to Mohammed Gangat, Esq.;

D. The check shall be delivered to Mohammed Gangat, Esq., 675 3rd Avenue, Suite 1810, New York, New York 10017 within fifteen days of Court approval of this agreement.

The Parties agree that in the event the Defendants fails to make the payment contemplated in Paragraph 1 of this Agreement then Defendants shall be deemed in default (less any payments already made by Defendants) after a ten (10) day period to cure after written notice sent to Defendants' counsel as provided by Paragraph 6. Upon a default by Defendants, Plaintiff may immediately seek enforcement of the settlement agreement and Defendants will pay Plaintiff's reasonable attorneys' fees and costs incurred in the enforcement action.

Taxes and Withholding: Plaintiff shall be solely responsible for the payment of all taxes, including interest and/or penalties associated with the Settlement Amount, except for Employer's portion of any employer paid tax. Releasor agrees to indemnify and hold harmless Releasees against any tax, interest, or penalties, or any fees, costs, attorneys' fees, or damages, arising from any demand, order, or claim by any taxing authority to pay any tax, interest, or penalty on or with respect to the Settlement Amount, except for Employer's portion of any employer paid tax associated therewith.

2. Release: This release is made by Plaintiff and is for Defendant as well as Defendant's current and former owners, stockholders, predecessors, successors, assigns, directors, officers, employees, former employees, former attorneys, insurers, reinsurers, parents and subsidiaries, ("Releasees"). As to the Releasees, Plaintiff knowingly and voluntarily releases and forever discharges: (i) any and all claims alleged in this lawsuit; (ii) any and all wage and hour claims, including, but not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq.* and he New York State Labor Law §§ 1 *et seq.* and applicable regulations, New York State Executive Law §§290 *et seq.*, the Wage Theft Prevention Act, the New York Equal Pay Law, and all other New York State Wage and Hour Laws. This release shall apply to all such claims that Plaintiff has or may have against Releasees as of the date of Plaintiff's execution of this Agreement, whether known or unknown, asserted or unasserted, including for attorneys' fees and costs in connection with any asserted or unasserted wage and hour claim.

For the avoidance of doubt, it is expressly stated that regardless of any language to the contrary herein, nothing in this Agreement shall operate to bar or limit any claim of Plaintiff's for physical injury made pursuant to the New York Worker's Compensation Law arising from their employment with Defendants. Moreover, this Agreement and Release does not extend to those rights which as a matter of law cannot lawfully be waived

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendant.

5. Acknowledgments: Plaintiff and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:

Mohammed (Moe) Gangat, Esq.
675 3rd Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]

To Defendants
SHARAN K. PURI AND FLORRISON, INC.
C/O 105-30 CROSSBAY BLVD
OZONE PARK, NY 11417 SHARANPURI@[redacted]

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement. The parties agree that the United States District Court for the Eastern District of New York shall continue to exercise jurisdiction over the enforcement of this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any

finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendant advised Plaintiff to discuss the terms of this Agreement and release of claims with her legal counsel and Plaintiff acknowledges that he has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with her attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

11. Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution or levy involving a Sheriff, in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF VICTOR LOPEZ

_____
VICTOR LOPEZ

Date: _____

_____
SHARAN K PURI

Date: _____

DEFENDANT SHARAN K PURI

DEFENDANT FLORAISON, INC

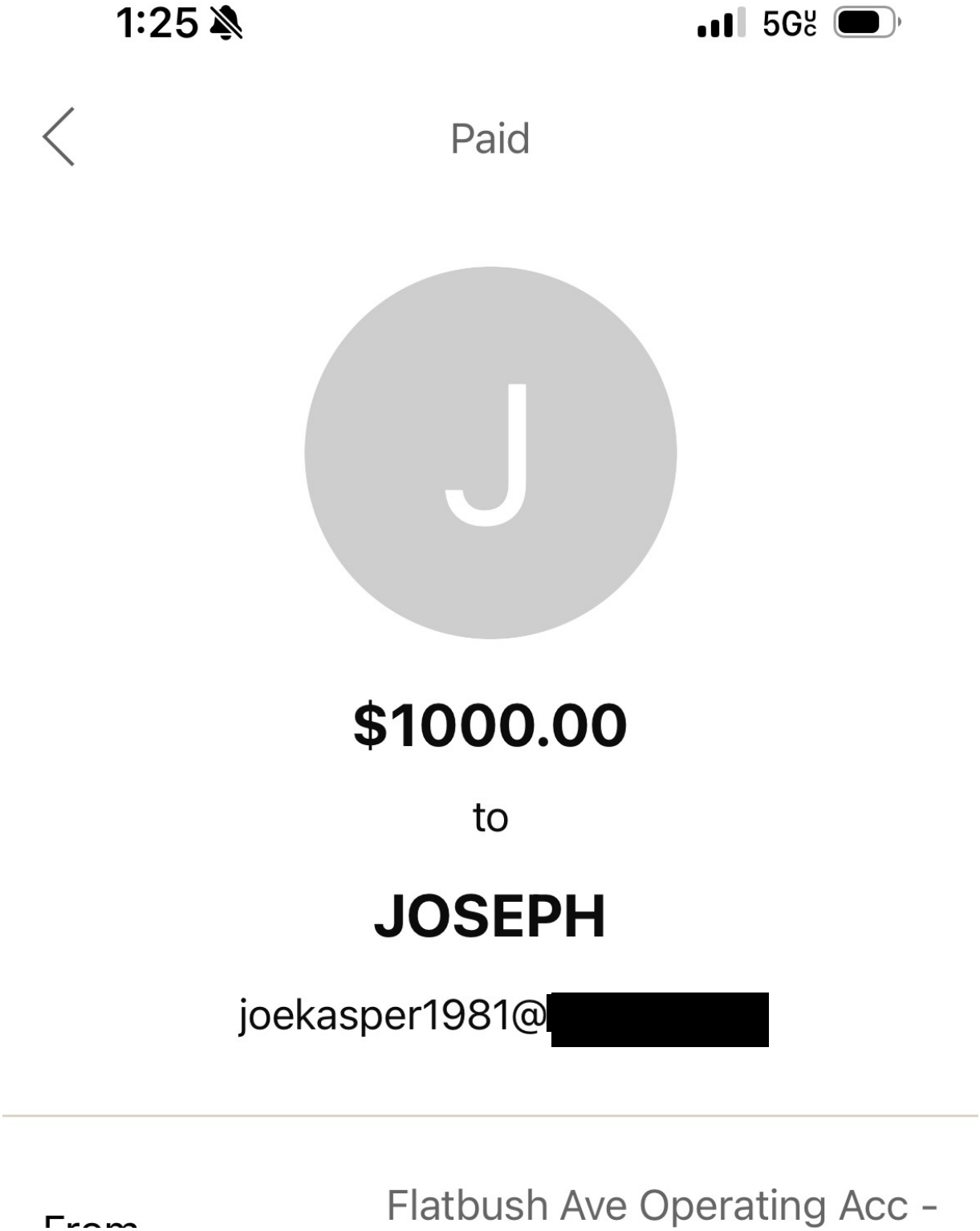
by _____

Date _____

EXHIBIT A51

From: Sharan Puri
To: Andy Fenwick
Subject: Zelle Payment
Date: Tuesday, December 12, 2023 1:34:39 PM

You don't often get email from sharanpuri@[redacted]. Learn why this is important



From	9303
Transfer Date	Dec 23
What's it for?	Legal Fee
Confirmation Number	[redacted]

Secure Area Privacy Security Advertising Practices
Legal Info & Disclosures Equal Housing Lender
Bank of America, N.A. Member FDIC. © 2023 Bank of America Corporation.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT A52

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

J[redacted] A[redacted]

Plaintiff,

- against -

K[redacted] S[redacted],

Defendant.

----------x

INDEX NO. [redacted]

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE, that the annexed Proposed Judgment of Divorce of which the within is a true copy, will be presented for signature in the Supreme Court Clerk's Office at 88-11 Sutphin Boulevard, Jamaica, New York 11435, on OCT. 24, 2022.

Dated: Ozone Park, New York
OCT. 11, 2022

Joseph T. Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179
thejklawoffice@[redacted]

TO: PITCHAYAN & ASSOCIATES P C
Attorney for Defendant
72-30 Broadway – 3rd Floor
Jackson Heights, New York 11372
[redacted]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

J[redacted] A[redacted],

Plaintiff,

- against -

K[redacted] S[redacted],

Defendant.

----------x

INDEX NO. [redacted]

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE, that the annexed Proposed Finding of Fact and Conclusions of Law, of which the within is a true copy, will be presented for signature in the Supreme Court Clerk's Office at 88-11 Sutphin Boulevard, Jamaica, New York 11435, on OCT 14, 2022.

Dated: Ozone Park, New York
Oct 11, 2022

Joseph F Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179
thejklawoffice@[redacted]

TO: PITCHAYAN & ASSOCIATES P C
Attorney for Defendant
72-30 Broadway – 3rd Floor
Jackson Heights, New York 11372
[redacted]

At a Matrimonial Part 52 of
New York State Supreme Court
at the Courthouse located at 88-11
Sutphin Boulevard, Jamaica, New
York, in Queens County, on
_____, 202

Present: Hon. , Justice

----------x

J[redacted] A[redacted], INDEX NO. [redacted]

Plaintiff

- against - JUDGMENT OF DIVORCE

K[redacted] S[redacted],

Defendant.

----------x

This action was submitted to this court for consideration this _____ day of _____

The Defendant was served personally February 24, 2020 within the State of New York.

Plaintiff presented a Verified Complaint and an Affidavit of Plaintiff consisting of the facts of the matter.

The Defendant appeared and waived his rights, and neither admitting nor denying the allegations in the complaint and consenting to the entry of judgment.

The Court accepted written proof of non-military status.

The Plaintiff's address is [redacted], and social security number is [redacted]. The Defendant's address [redacted] and social security number is [redacted].

NOW, on motion of JOSEPH F. KASPER, attorney for Plaintiff, it is

ORDERED AND ADJUDGED that the application of Plaintiff is hereby granted to dissolve the marriage between J[redacted] A[redacted], Plaintiff and K[redacted] S[redacted], Defendant, by reason of :the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months pursuant to D R L § 170 (7).

The requirements of D R L § 240 (a-1) have been met and the Court having considered the results of said inquires, it is .

ORDERED AND ADJUDGED, that there is no request for maintenance, and it is further

ORDERED AND ADJUDGED, that both parties are authorized to resume the use of any prior surname, and it is further

ORDERED AND ADJUDGED, that Plaintiff is authorized to resume use of the prior surname: A[redacted]. and it is further

ORDERED AND ADJUDGED, that the Defendant shall be served with a copy of this judgment, with notice of entry by the Plaintiff, within 21 days of such entry.

Dated: _____

_____
J.S.C.

EXHIBIT A53

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

CITIBANK, N.A,

Plaintiff

V.

CHRISTINE WASZCZENKO,

Defendant

NOTICE OF APPEARANCE

INDEX # CV-020923-20/QU

PLEASE TAKE NOTICE that Christine Waszczenko, the Defendant in the captioned proceeding appears herein, and that our firm has been retained as attorney for the Petitioner in this proceeding and demands that a copy of all notices and papers in this proceeding be served upon me.

Dated: October 2, 2023

Michael Mossa
Michael Mossa & Associates
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]
attorneymossa@[redacted]

FILED
QUEENS COUNTY
OCT 03 2023
CIVIL COURT
GENERAL CLERK

EXHIBIT A54

Gmail

Joe Kasper <joekasper1981@[redacted]>

divorce

2 messages

A[redacted] A <[redacted]@[redacted]> Fri, Feb 18, 2022 at 11:23 AM
To: Joe Kasper <joekasper1981@[redacted]>

Mr. Joseph Kasper,

Good Morning , I am writing to you regarding my divorce.
I understand I still have a remaining balance of $1,000. to finalize my divorce. However this process has taken way longer than I expected and to be honest with you I don't understand why. This has been going on for almost 3 years ! Everyone I talk to including I[redacted] can not understand
why it is taking years for me to get divorce, I understand you have somewhat helped me out with other legal issues that appear to be involved in the divorce and I appreciate that but at this point I just need to move on with my life and do not want anymore legal ties to my ex husband. I have NO problem paying you the full balance of $1,000. before my divorce has been finalized. upon receipt of the document showing I am FINALLY divorce.
I will give you $1,000.00 without a problem , I hope you understand how I feel . I hired you to get me divorce and I am not!
I talked to many others, I[redacted] and not to go too far my boyfriend who has been in the same situation and within months to a year they were divorce.

Please feel free to call me so we can discuss.

Thank you

A[redacted] A[redacted].

Joe Kasper <joekasper1981@[redacted]> Sat, Feb 19, 2022 at 2:19 PM
To: J kasper <thejklawoffice@[redacted]>

[Quoted text hidden]

EXHIBIT A55

3/28/22

To A[redacted] A[redacted] —

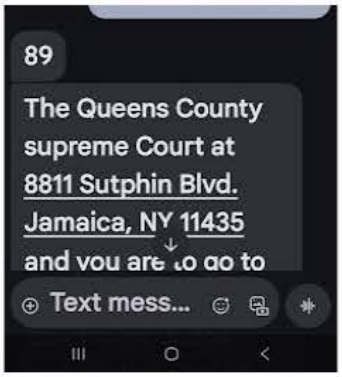
Re. A[redacted] A[redacted]
MATRIMONIAL ACTION

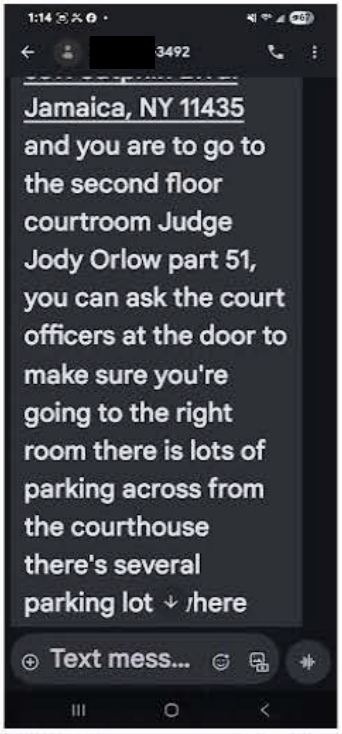
Received the sum of ($1,000.00) One Thousand and $\frac{00}{XX}$ for and as part of original Retainer for Matrimonial action. It is understood the Offices of Michael Massa and Associates as a courtesy will complete the filing of an amended Judgment of Divorce as soon as possible.

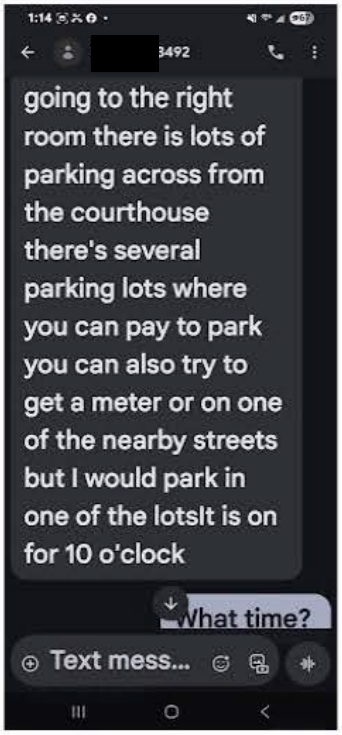
Thank you,

EXHIBIT A56

Text mess...
Friday, Sep 9, 2022 • 1:07 PM
Hello good afternoon is A
So our hearing is the 15 of September
Do you know if he respond to the judge?
I have a question
What happens if he doesn't show up this time for the video court?
Text mess...
What happens if he doesn't show up this time for the video court?
Can we still proceed with the divorce?
Wednesday, Oct 19, 2022 • 10:33 AM
Helloo good morning
Do we have the time ?? Already?
Waiting on court notificatio
Text mess...
coming in from out of town
Omg please
Also please send me the court address
Which court is it?


89
The Queens County supreme Court at 8811 Sutphin Blvd. Jamaica, NY 11435
and you are to go to
Text mess...


1:14
[redacted]3492
Jamaica, NY 11435
and you are to go to the second floor courtroom Judge Jody Orlow part 51, you can ask the court officers at the door to make sure you're going to the right room there is lots of parking across from the courthouse there's several parking lot here
Text mess...


1:14
[redacted]3492
going to the right room there is lots of parking across from the courthouse there's several parking lots where you can pay to park you can also try to get a meter or on one of the nearby streets but I would park in one of the lotsIt is on for 10 o'clock
What time?
Text mess...

1:14
[redacted]3492

[redacted]7252 • Tue 3:39 PM

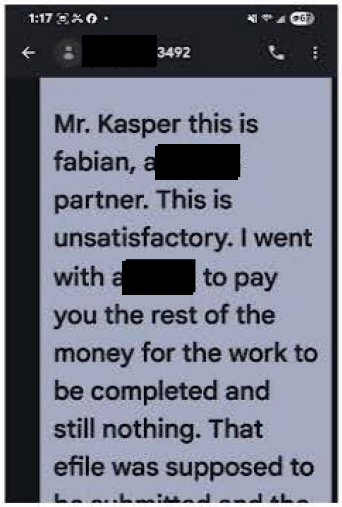
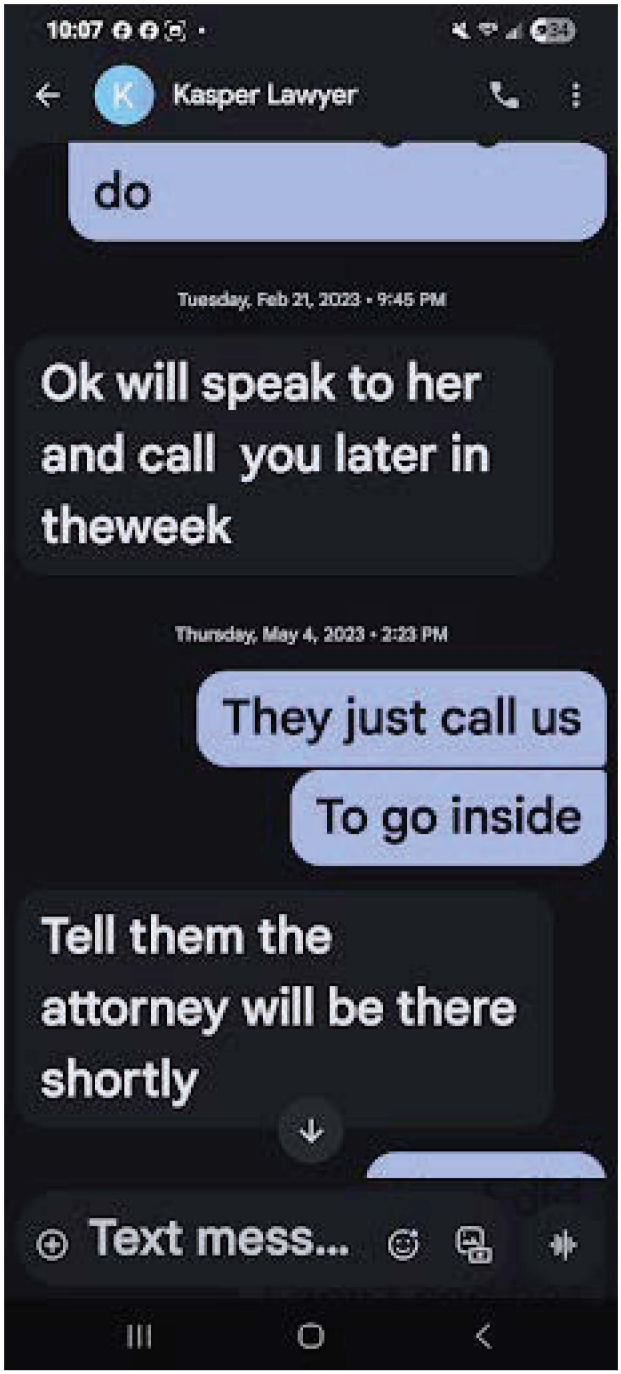
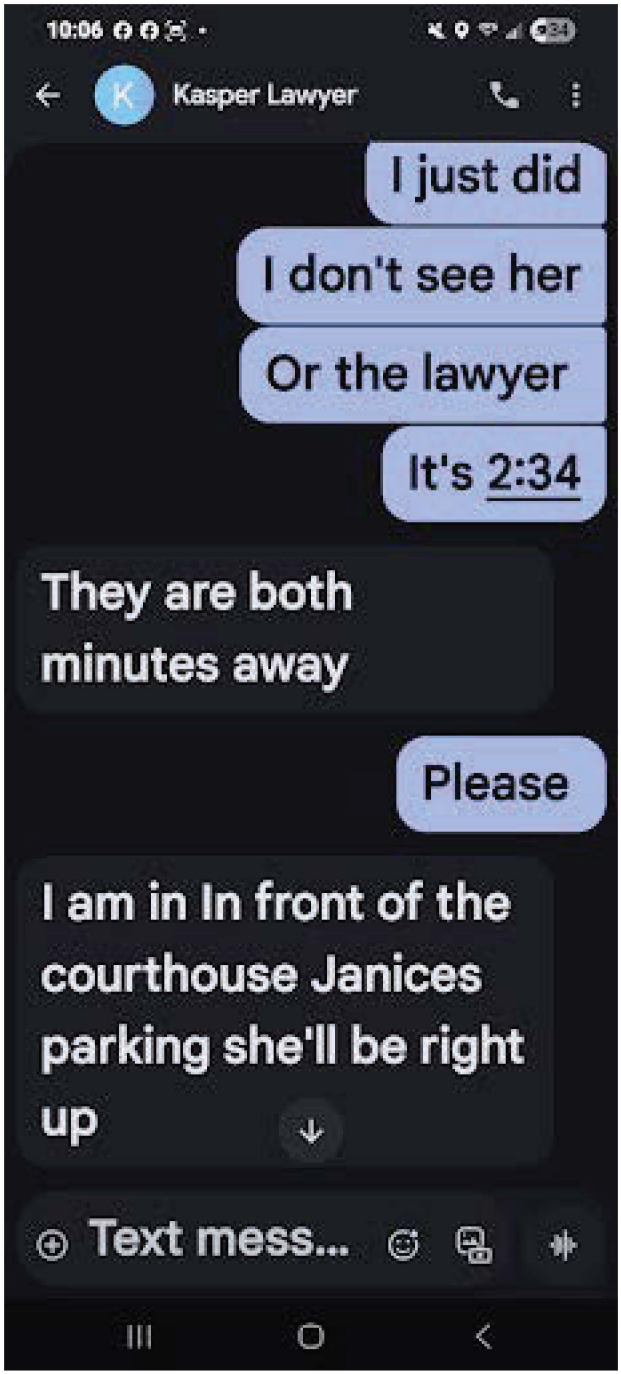


EXHIBIT A57


10:07
Kasper Lawyer
do
Tuesday, Feb 21, 2023 • 9:45 PM
Ok will speak to her and call you later in theweek
Thursday, May 4, 2023 • 2:23 PM
They just call us
To go inside
Tell them the attorney will be there shortly
Text mess...


10:06
Kasper Lawyer
I just did
I don't see her
Or the lawyer
It's 2:34
They are both minutes away
Please
I am in In front of the courthouse Janices parking she'll be right up
Text mess...

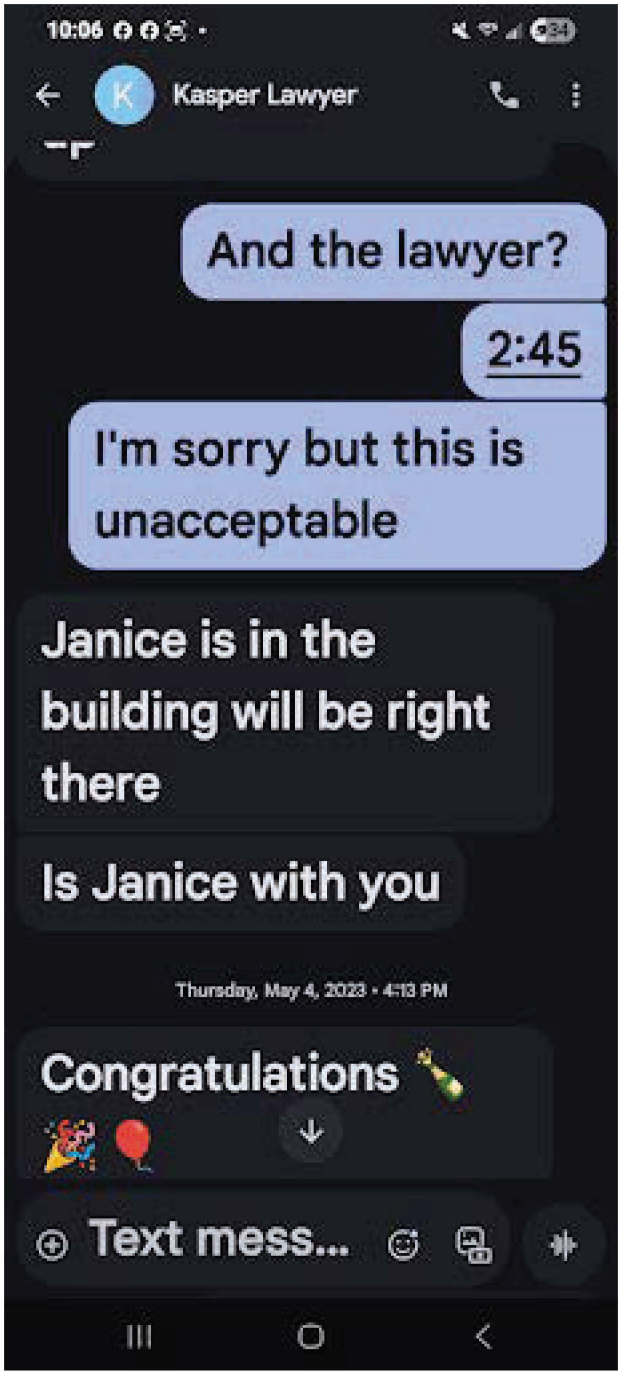
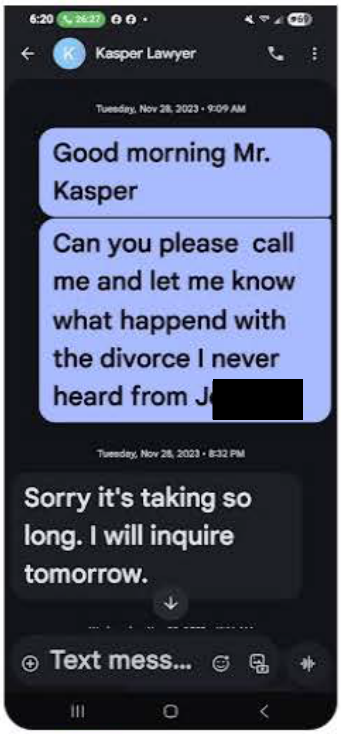

10:06
Kasper Lawyer
And the lawyer?
2:45
I'm sorry but this is unacceptable
Janice is in the building will be right there
Is Janice with you
Thursday, May 4, 2023 • 4:13 PM
Congratulations
Text mess...

EXHIBIT A58

Tuesday, Nov 28, 2023 • 9:09 AM
Good morning Mr. Kasper
Can you please call me and let me know what happend with the divorce I never heard fro
Text mess...


Kasper Lawyer
Tuesday, Nov 28, 2023 • 9:09 AM
Good morning Mr. Kasper
Can you please call me and let me know what happend with the divorce I never heard from J
Tuesday, Nov 28, 2023 • 8:32 PM
Sorry it's taking so long. I will inquire tomorrow.
Text mess...

Kasper Lawyer
Thursday, Dec 7, 2023 • 3:39 PM
Mr. Kasper if this does not get resolved today I am contacting the better business bureau.
Monday, Dec 18, 2023 • 8:28 AM
Good morning Mr. Kasper
Can you please send me the copyright of the motion
Text mess...

EXHIBIT A59

MICHAEL MOSSA & ASSOCIATES
105-30 Cross Bay Boulevard
Ozone Park, NY 11417
[redacted]-8122
email: attorneymossa@[redacted]

Ena Shewmangal
[redacted]

April 20, 2024

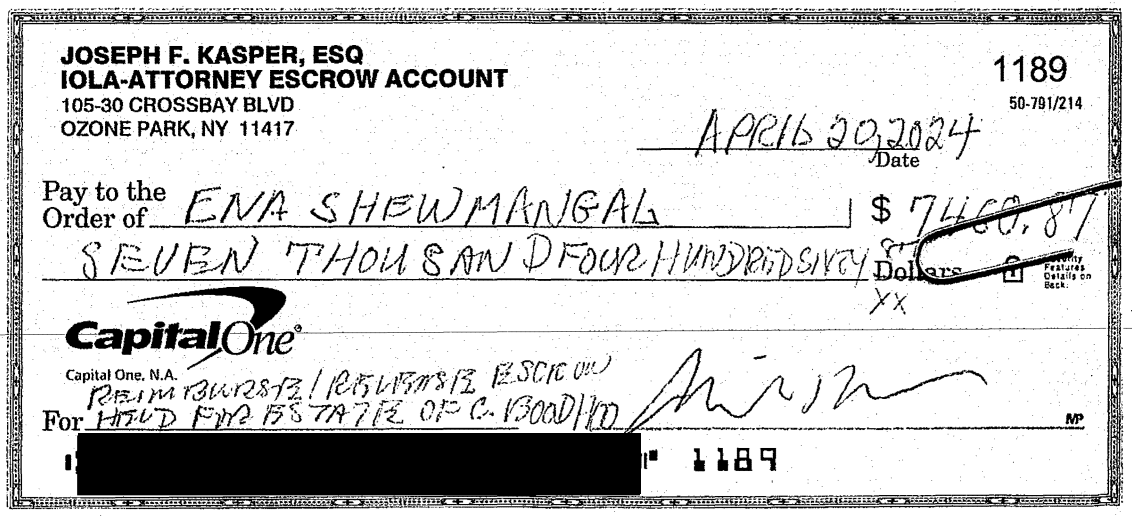
Re: Estate of Cecilia Boodhoo, Kings County Surrogate's Court. File no. 3804/2020

Dear Ena:

As per discussion, the balance of $7,460.87 is being released to you, which had been held in the IOLA attorney escrow account of Joseph Kasper, who must close his escrow accounts, as he is now a member of the Judiciary. Because of same, I am now a signatory on his account, and have signed the check. Mr. Kasper informs me he had held this money at your request against work to be done on your sister, Cecilia Boodhoo's estate. There was a total of $7,601.87 held, as a balance from the sale of [redacted], with a check for $141.00, to reimburse. Mr. Kasper for the Kings County Surrogate's Court administration petition filling fee, leaving $7,460.87, to be paid to you. You have not informed me whether you will continue to seek appointment as Administrator, or are dropping this request. Accordingly, we are releasing the check directly to you.

Very truly yours,

Michael Mossa, Esq.


JOSEPH F. KASPER, ESQ
IOLA-ATTORNEY ESCROW ACCOUNT
105-30 CROSSBAY BLVD
OZONE PARK, NY 11417

1189
50-791/214

APRIL 20 2024
Date

Pay to the Order of ENA SHEWMANGAL $ 7460.87

SEVEN THOUSAND FOUR HUNDRED SIXTY Dollars

XX

Capital One
Capital One, N.A.

For REIMBURSE / RETAINER ESCROW HOLD FOR ESTATE OF C. BOODHOO

[redacted] 1189

EXHIBIT A60

MICHAEL MOSSA & ASSOCIATES
105-30 Cross Bay Boulevard
Ozone Park, NY 11417
[redacted]-8122
email: attorneymossa@[redacted]

Philip & Catherine Vetrano
[redacted]

April 20, 2024

Re: Release of Escrow, Sale of Residence

Dear Phil & Catherine:

As you recall, Joseph Kasper had the honor of representing you on the 2018 sale of your former Howard Beach residence. Of the original $33,000.00 deposited to his escrow account on April 14, 2018, all funds were paid out, except for $995.30, which was held against a remaining violation against your former residence. It is now six years later, no issue has been raised as to the violation, and Joe Kasper is a member of the Judiciary, and must close his escrow accounts. Transmitted herewith is a check for $995.30, representing said escrow balance. Joe Kasper sends his best regards.

Your friend,

Michael Mossa, Esq.

JOSEPH F. KASPER, ESQ
IOLA-ATTORNEY ESCROW ACCOUNT
105-30 CROSSBAY BLVD
OZONE PARK, NY 11417

1187
50-791/214

APRIL 20, 2024
Date

Pay to the Order of PHILIP AND/OR CATHERINE VETRANO $ 995.30

NINE HUNDRED NINETY FIVE AND 30/XX Dollars

Security Features Details on Back

Capital One

For CLOSING BALANCE

[redacted] 1187

EXHIBIT A61

MICHAEL MOSSA & ASSOCIATES
105-30 Cross Bay Boulevard
Ozone Park, NY 11417
[redacted]-8122
email: attorneymossa@[redacted]

William Hugel
%Elizabeth Hugel
[redacted]8

April 20, 2024

Re: Release of Escrow Management Account balance

Dear Bill:

As per Joseph kasper's discussions, transmitted herewith in the amount of $1,206.02, representing the balance of this account, including some accumulated interest. After completing some real estate transactions when the account was originally opened for you in 2012, under you separate Social Security number, you had asked Joe kasper to keep it open in case you ever needed it for yourself or your son. Joe Kasper now is a member of the Judiciary and must close out his escrow accounts. Accordingly, the check is now transmitted to you. Best regards.

Your friend,

Michael Mossa, Esq.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. IF COPIED THE WORD "VOID" WILL ALSO APPEAR.

Capital One Bank

84-467/1111

CASHIER'S CHECK 9106615362

DATE 04/22/2024

ISSUING REGION 081 BRANCH Howard Beach BRANCH DID 46606

ONE THOUSAND TWO HUNDRED SIX DOLLARS AND 02 CENTS

PAY TO THE ORDER OF ***WILLIAM HUGEL***

$ 1,206.02

Drawer: Capital One, N.A.

AUTHORIZED SIGNATURE

RE: Michael Mossa

Read the reverse side for important information on the reissuance of lost, destroyed, or stolen cashier's check. This check may not be replaced until after the 90th day of issue.

100-1250 (R 7/20)

EXHIBIT A62

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS : CIVIL TERM : PART 5

ORIGINAL

----------X

A[redacted] A[redacted],

Plaintiff,

-against-

Index No. [redacted]

V[redacted] S[redacted],

Inquest

Defendant.

----------X

Supreme Courthouse
88-11 Sutphin Boulevard
Jamaica, New York 11435
May 4, 2023

B E F O R E:

THE HONORABLE JODI ORLOW,

J U S T I C E

A P P E A R A N C E S:

MICHAEL MOSER, ESQ.
JANICE BAR, ESQ.
Attorneys for the Plaintiff
105-30 Crossbay Boulevard
Ozone Park, NY 11417

V[redacted] S[redacted]
Pro Se Defendant

FILED
8/4/2023
COUNTY CLERK
QUEENS COUNTY

LORRAINE MARINAZZO
Court Reporter

lm

(Whereupon, the following takes place on the record, in open court:)

COURT CLERK: Number [redacted] of 2020, A[redacted] A[redacted] against V[redacted] S[redacted]. Counsels, your appearance.

MR. MOSER: Michael Moser, 105-30 Crossbay Boulevard in Ozone Park for Miss A[redacted].

MS. BAR: Janice Bar, 105-30 Crossbay Boulevard Ozone Park 11417.

COURT CLERK: Let the record reflect that the defendant is self-represented.

Will the parties please raise your right hand?

A [redacted] A [redacted], called as a witness by and on behalf of the Plaintiff, after having been first duly sworn, was examined and testified as follows:

V [redacted], called as a witness by and on behalf of the Defendant, after having been first duly sworn, was examined and testified as follows:

COURT CLERK: Put your hand down. Please state your name and address, ma'am.

THE PLAINTIFF: A[redacted] A[redacted], [redacted].

THE DEFENDANT: V[redacted] S[redacted], [redacted].

THE COURT: You may be seated.

So the first thing, a note of issue was never

filed in this case; is that correct, counselor?

MR. MOSER: Yes.

THE COURT: A note of issue was filed? A note of issue was filed.

(Off the record)

THE COURT: The first thing I need before we could do anything or sign a judgment, I need the attorneys to have a notice of appearance. I do not have on the record, on E-file, a notice of appearance from your firm. The only notice I have is from Joe Kasper, and he's not the attorney anymore.

MR. MOSER: Yes, your Honor. Should I fill in a paper notice of appearance?

THE COURT: You have to E-file.

It is the Court's understanding that you have two children, correct?

THE DEFENDANT: Yes.

THE PLAINTIFF: Yes.

THE COURT: And your two children are each the age of 21; is that correct?

THE PLAINTIFF: Yes.

THE DEFENDANT: That's correct.

THE COURT: There are no issues of the custody, visitation or child support?

THE PLAINTIFF: No.

THE COURT: It is also my understanding that neither of you have any assets to split up; is that correct?

THE PLAINTIFF: That is correct.

THE DEFENDANT: Yes, ma'am.

THE COURT: So there is no equitable distribution in this case?

THE PLAINTIFF: No.

THE DEFENDANT: No.

THE COURT: Further, you have been separated already for five years?

THE PLAINTIFF: Yes.

THE DEFENDANT: That's correct.

THE COURT: And you are each self-supporting; is that correct?

THE PLAINTIFF: Yes.

THE DEFENDANT: That's correct.

THE COURT: At this time we're just going to go forward with an inquest on this case.

(Off the record)

THE COURT: Is there a marital home, a residence owned by the two of you, plaintiff?

THE PLAINTIFF: No.

THE DEFENDANT: No.

THE COURT: Was there a residence purchased during

the marriage?

THE PLAINTIFF: Yes.

THE DEFENDANT: Yes.

THE COURT: What happened to that residence?

THE DEFENDANT: It went into foreclosure and we lost the property and the bank took over.

THE COURT: So there is no more property and it was already-- was it distributed? Did you get any equity at all?

THE DEFENDANT: It was taken over by the bank. We were delinquent, like maybe over $100,000, maybe more, so the bank took it over.

THE COURT: Okay, so no one received any money in equity for the home?

THE PLAINTIFF: I didn't.

THE COURT: And it is no longer owned by the two of you, correct?

THE DEFENDANT: Yes.

THE COURT: I just wanted to clarify that.

Is there a judgment? Anymore money owed? Based on--

THE PLAINTIFF: I had already taken care of that part. There was a judgment that he purchased-- he got a loan. You are talking about the home, the home? No. No.

MS. BAR: She has a judgment against her or was

against her for a vehicle that was supposedly bought together.

THE PLAINTIFF: He bought it.

(Off the record)

THE COURT: It is my understanding that there may still be a loan outstanding; that there was a judgment, there is a judgment for a loan.

THE PLAINTIFF: Mine is done.

THE DEFENDANT: Mine is continuous.

THE COURT: So was it split 50/50?

THE PLAINTIFF: As what the lawyers told me, yes. I paid already my part.

THE COURT: So you are responsible for your part of that loan?

THE DEFENDANT: Yes.

THE COURT: And it sounds it was divided already, so we could go forward.

Counsel, you may start with the questions.

MS. BAR: Miss A[redacted], are you the plaintiff in this action?

THE PLAINTIFF: Yes.

MS. BAR: And is Mr. S[redacted] the defendant in this action?

THE PLAINTIFF: Yes.

MS. BAR: Are both you and the defendant over the

age of 18 years old?

THE PLAINTIFF: Yes.

MS. BAR: When were you married to the defendant?

THE PLAINTIFF: We got married on [redacted].

MS. BAR: Where were you married?

THE PLAINTIFF: City Hall.

MS. BAR: In which city?

THE PLAINTIFF: New York.

MS. BAR: So it was a civil ceremony?

THE PLAINTIFF: We had both. We have a civil and religious.

MS. BAR: Where was the religious ceremony?

THE PLAINTIFF: That was on [redacted] [redacted].

MS. BAR: Where was that?

THE PLAINTIFF: Jamaica, Queens in a [redacted] church.

MS. BAR: Are you a resident of the State of New York?

THE PLAINTIFF: Yes.

MS. BAR: And how long have you been a resident of the State of New York?

THE PLAINTIFF: 27 years.

MS. BAR: Have you been a resident of the State of New York for more than one year?

THE COURT: Before the commencement of this

action?

THE PLAINTIFF: Yes.

THE COURT: For one year before the commencement of this action were you a resident of the State of New York?

THE PLAINTIFF: Yes, I have been here.

MS. BAR: Have you taken, or will you take, prior to the entry of the final judgment of divorce, all steps to remove barriers for the defendant's remarriage?

THE PLAINTIFF: Yes.

THE COURT: Just to make sure, I want to make sure you understand. There are certain religions that when you get divorced, in order for the other person to remarry, you need to do things. That doesn't sound like-- the [redacted] Church doesn't have those requirements, so I don't think it affects you.

THE PLAINTIFF: Thank you.

THE COURT: I just didn't want you to say yes to something you didn't understand.

MS. BAR: Miss A[redacted], are you in the military of the state or of the nation?

THE PLAINTIFF: No.

MS. BAR: Mr. S[redacted], are you in the military?

THE DEFENDANT: No.

MS. BAR: Of any state or country?

THE DEFENDANT: No.

MS. BAR: Is there any other action pending in relationship to the action that we're here for today for divorce?

THE PLAINTIFF: No.

MS. BAR: Are there any other decrees of divorce, annulment or separation that have been granted in connection with this divorce from any other court or jurisdiction?

THE PLAINTIFF: No.

MS. BAR: Are the statements contained in the complaint, the complaint we originally made, still true?

THE PLAINTIFF: Yes.

MS. BAR: Are there any children of the marriage?

THE PLAINTIFF: Yes.

THE COURT: So you have two emancipated children; is that correct?

THE PLAINTIFF: Yes.

MS. BAR: And are they over the age of 18?

THE PLAINTIFF: Yes.

MS. BAR: Are you asking for maintenance in this action?

THE PLAINTIFF: No.

THE COURT: Are you self-supporting?

THE PLAINTIFF: Yes.

THE COURT: Sir, are you self-supporting?

THE DEFENDANT: Yes.

MS. BAR: And the grounds for divorce in this action is irreconcilable differences and it had been at least six months?

THE PLAINTIFF: Yes.

THE COURT: Has the relationship between you and your spouse broken down irretrievably for a period of at least six months prior to the commencement of this action?

THE PLAINTIFF: Yes.

THE COURT: And as stated that you resolved, you don't have any economic issues, so everything had been distributed. There is no child support, spousal support, expert or counsel fees and no custody or visitation of the children, correct?

THE PLAINTIFF: Correct.

THE COURT: The Court has a few questions before I finalize. Do you each have separate insurance?

THE DEFENDANT: I do.

THE COURT: You are not under each other's?

THE PLAINTIFF: I have my own insurance.

THE COURT: Miss A[redacted], are you satisfied with your attorney?

THE PLAINTIFF: I'm sorry?

THE COURT: Were you satisfied with your attorney?

THE PLAINTIFF: Yes.

THE COURT: And the question goes to both of you, within the last 24 hours have either of you used any alcohol or drugs, prescribed or otherwise, that could affect your judgment and ability to understand the agreement and this proceeding?

THE PLAINTIFF: No.

THE DEFENDANT: No.

THE COURT: Has anyone forced you, pressured you or promised you anything other than what was spoken about to get you to agree to it?

THE PLAINTIFF: No.

THE DEFENDANT: No.

THE COURT: There isn't a written agreement. The Court will conform the pleadings to the proof and grant plaintiff's motion for a judgment of divorce on the grounds of irretrievable breakdown pursuant to Domestic Relations Law Section 170, Subsection 7.

Plaintiff's has 60 days from today's date to file the final and necessary paperwork in this action through E-File. Once you E-file-- so you know the procedure, it goes to the matrimonial clerks. They are overworked and understaffed, so please be patient. They will look at the papers in order of receipt. After they review the papers they will forward it to the part. We will once again

review the papers here. If there are any changes made, we will let you know, otherwise, the judgment will be signed as soon as possible.

Both parties need to understand you are not divorced until the judgment is filed and signed.

It is my understanding there are no outstanding motions; is that correct?

THE PLAINTIFF: Correct.

THE DEFENDANT: Correct

THE COURT: And ma'am, you never changed your name when you got married?

THE PLAINTIFF: No.

THE COURT: So at this time I want to thank the attorneys for your help and I want to wish the parties the best of luck.

Counselors, very, very important that you do a consent of change and make sure that is filed immediately so you would be able to file a final judgment.

MS. BAR: I know you put the judgment of divorce in, the proposed judgment of divorce.

THE COURT: It is going to have to-- you are going to have to, probably the same papers because it was already done, you are going to have to refile it with a copy of the transcript, okay?

MR. MOSER: Thank you.

THE DEFENDANT: Moving forward you said it will take about 30 days or 60 days?

THE COURT: They have 60 days to file it.

THE DEFENDANT: They have to file.

THE COURT: Then the clerks are going to take-- I don't know.

MS. BAR: They told me 18 months the other day.

THE COURT: That is uncontested. We're much quicker; then it takes two to four months to review and when it comes here we usually sign it, as long as everything is proper, so I would say it might be another six months before you are getting the judgment of divorce.

(Continued on next page)

THE DEFENDANT: And it will be mailed out to me?

THE COURT: If you are listed on E-file. Are you listed on E-file?

THE DEFENDANT: Yes. If not, it could be mailed.

THE COURT: He's not.

MS. BAR: I could forward it.

THE COURT: Plaintiff's attorney will forward it to you. You have to get on E-file to give an e-mail address and it will be e-mailed to you.

THE DEFENDANT: I will get it done today.

THE COURT: Thank you very much much. Have a good day.

****

CERTIFIED TO BE A TRUE AND ACCURATE
TRANSCRIPT OF THE ORIGINAL STENOGRAPHIC
MINUTES TAKEN OF THIS PROCEEDING.

LORRAINE MARINAZZO
Senior Court Reporter

EXHIBIT A63

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Fri, Jan 27, 2023 at 5:47 AM
Subject: Settlement Agreement
To: <Sharanpuri@[redacted]>

A
ttached please find the settlement agreement.

Joe

UNITED STATES DISTRICT COURT **EASTERN DISTRICT OF NEW YORK**	
Victor Lopez, *Plaintiff,* -against- Sharan K Puri; and Floraison Inc. *Defendants.*	Case No. 1:20-cv-03450-AMD-MMH **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Victor Lopez ("Plaintiff") on the one hand, and Sharan K Puri ("Defendant"), on the other hand.

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Eastern District of New York District of New York, Civil Action No: 1:20-cv-03450-AMD-MMH (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant denies any violation of federal and state wage and hour and overtime laws;

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff and his counsel, subject to the terms and conditions of this Agreement, the gross sum of Twenty Thousand Dollars and No Cents ($**20,000.00**) (the "Settlement Amount"), to be paid to Plaintiffs and Plaintiffs' attorneys, as follows:

A. One check made payable to Victor Lopez in the total amount of Three Thousand Two Hundred Thirty Two Dollars and Zero Cents ($3,232.00), representing payment for any and all unpaid minimum wages, overtime, and any other wages under NYLL, deducting any tax withholdings as per the W-4

Form to be provided to Defendants. Defendants shall issue Plaintiff an IRS Form W-2 with respect to this payment.

B. One check made payable to Victor Lopez in the amount of Nine Thousand Six Hundred Ninety Six Dollars and Zero Cents ($9,696). Defendants shall issue Plaintiff an IRS Form 1099 with respect to this payment.

C. One check in the amount of $7,072 made payable to Mohammed Gangat, Esq.;

D. The check shall be delivered to Mohammed Gangat, Esq., 675 3rd Avenue, Suite 1810, New York, New York 10017 within fifteen days of Court approval of this agreement.

The Parties agree that in the event the Defendant fails to make the payment contemplated in Paragraph 1 of this Agreement then Defendants shall be deemed in default (less any payments already made by Defendants) after a ten (10) day period to cure after written notice sent to Defendants' counsel as provided by Paragraph 6. Upon a default by Defendant, Plaintiff may immediately seek enforcement of the settlement agreement and Defendant will pay Plaintiff's reasonable attorneys' fees and costs incurred in the enforcement action.

Taxes and Withholding: Plaintiff shall be solely responsible for the payment of all taxes, including interest and/or penalties associated with the Settlement Amount, except for Employer's portion of any employer paid tax. Releasor agrees to indemnify and hold harmless Releasees against any tax, interest, or penalties, or any fees, costs, attorneys' fees, or damages, arising from any demand, order, or claim by any taxing authority to pay any tax, interest, or penalty on or with respect to the Settlement Amount, except for Employer's portion of any employer paid tax associated therewith.

2. Release: This release is made by Plaintiff and is for Defendant as well as Defendant's current and former owners, stockholders, predecessors, successors, assigns, directors, officers, employees, former employees, former attorneys, insurers, reinsurers, parents and subsidiaries, ("Releasees"). As to the Releasees, Plaintiff knowingly and voluntarily releases and forever discharges: (i) any and all claims alleged in this lawsuit; (ii) any and all wage and hour claims, including, but not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq*. and he New York State Labor Law §§ 1 *et seq*. and applicable regulations, New York State Executive Law §§290 *et seq*., the Wage Theft Prevention Act, the New York Equal Pay Law, and all other New York State Wage and Hour Laws. This release shall apply to all such claims that Plaintiff has or may have against Releasees as of the date of Plaintiff's execution of this Agreement, whether known or unknown, asserted or unasserted, including for attorneys' fees and costs in connection with any asserted or unasserted wage and hour claim.

For the avoidance of doubt, it is expressly stated that regardless of any language to the contrary herein, nothing in this Agreement shall operate to bar or limit any claim of Plaintiff's for physical injury made pursuant to the New York Worker's Compensation Law arising from their employment with Defendants. Moreover, this Agreement and Release does not extend to those rights which as a matter of law cannot lawfully be waived

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendant.

5. Acknowledgments: Plaintiff and Defendant acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:

Mohammed (Moe) Gangat, Esq.
675 3rd Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]

To Defendant:

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement. The parties agree that the United States District Court for the Eastern District of New York shall continue to exercise jurisdiction over the enforcement of this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any

finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendant advised Plaintiff to discuss the terms of this Agreement and release of claims with her legal counsel and Plaintiff acknowledges that he has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with her attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

11. Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution or levy involving a Sheriff, in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF VICTOR LOPEZ

_____
VICTOR LOPEZ

Date: _____

_____
SHARAN K PURI

Date: _____

DEFENDANT SHARAN K PURI

EXHIBIT A64

----- Forwarded Message -----
From: BK Metro <metrobk@[redacted]>
To: metrobk@[redacted] <metrobk@[redacted]>
Sent: Friday, January 27, 2023 at 08:17:53 AM EST
Subject: Signed Docs for MrKasper

Good Morning Mr. Kasper,

Please find attached the signed docs.

Thanks!
Sharan Puri
[redacted]

UNITED STATES DISTRICT COURT **EASTERN DISTRICT OF NEW YORK**	
Victor Lopez, *Plaintiff,* -against- Sharan K Puri; and Floraison Inc. *Defendants.*	Case No. 1:20-cv-03450-AMD-MMH **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Victor Lopez ("Plaintiff") on the one hand, and Sharan K Puri ("Defendant"), on the other hand.

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Eastern District of New York District of New York, Civil Action No: 1:20-cv-03450-AMD-MMH (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant denies any violation of federal and state wage and hour and overtime laws;

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff and his counsel, subject to the terms and conditions of this Agreement, the gross sum of Twenty Thousand Dollars and No Cents (**$20,000.00**) (the "Settlement Amount"), to be paid to Plaintiffs and Plaintiffs' attorneys, as follows:

A. One check made payable to Victor Lopez in the total amount of Three Thousand Two Hundred Thirty Two Dollars and Zero Cents ($3,232.00), representing payment for any and all unpaid minimum wages, overtime, and any other wages under NYLL, deducting any tax withholdings as per the W-4

Form to be provided to Defendants. Defendants shall issue Plaintiff an IRS Form W-2 with respect to this payment.

B. One check made payable to Victor Lopez in the amount of Nine Thousand Six Hundred Ninety Six Dollars and Zero Cents ($9,696). Defendants shall issue Plaintiff an IRS Form 1099 with respect to this payment.

C. One check in the amount of $7,072 made payable to Mohammed Gangat, Esq.;

D. The check shall be delivered to Mohammed Gangat, Esq., 675 3rd Avenue, Suite 1810, New York, New York 10017 within fifteen days of Court approval of this agreement.

The Parties agree that in the event the Defendant fails to make the payment contemplated in Paragraph 1 of this Agreement then Defendants shall be deemed in default (less any payments already made by Defendants) after a ten (10) day period to cure after written notice sent to Defendants' counsel as provided by Paragraph 6. Upon a default by Defendant, Plaintiff may immediately seek enforcement of the settlement agreement and Defendant will pay Plaintiff's reasonable attorneys' fees and costs incurred in the enforcement action.

Taxes and Withholding: Plaintiff shall be solely responsible for the payment of all taxes, including interest and/or penalties associated with the Settlement Amount, except for Employer's portion of any employer paid tax. Releasor agrees to indemnify and hold harmless Releasees against any tax, interest, or penalties, or any fees, costs, attorneys' fees, or damages, arising from any demand, order, or claim by any taxing authority to pay any tax, interest, or penalty on or with respect to the Settlement Amount, except for Employer's portion of any employer paid tax associated therewith.

2. Release: This release is made by Plaintiff and is for Defendant as well as Defendant's current and former owners, stockholders, predecessors, successors, assigns, directors, officers, employees, former employees, former attorneys, insurers, reinsurers, parents and subsidiaries, ("Releasees"). As to the Releasees, Plaintiff knowingly and voluntarily releases and forever discharges: (i) any and all claims alleged in this lawsuit; (ii) any and all wage and hour claims, including, but not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq*. and he New York State Labor Law §§ 1 *et seq*. and applicable regulations, New York State Executive Law §§290 *et seq*., the Wage Theft Prevention Act, the New York Equal Pay Law, and all other New York State Wage and Hour Laws. This release shall apply to all such claims that Plaintiff has or may have against Releasees as of the date of Plaintiff's execution of this Agreement, whether known or unknown, asserted or unasserted, including for attorneys' fees and costs in connection with any asserted or unasserted wage and hour claim.

For the avoidance of doubt, it is expressly stated that regardless of any language to the contrary herein, nothing in this Agreement shall operate to bar or limit any claim of Plaintiff's for physical injury made pursuant to the New York Worker's Compensation Law arising from their employment with Defendants. Moreover, this Agreement and Release does not extend to those rights which as a matter of law cannot lawfully be waived

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendant.

5. Acknowledgments: Plaintiff and Defendant acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:

Mohammed (Moe) Gangat, Esq.
675 3rd Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]

To Defendant:

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement. The parties agree that the United States District Court for the Eastern District of New York shall continue to exercise jurisdiction over the enforcement of this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any

finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendant advised Plaintiff to discuss the terms of this Agreement and release of claims with her legal counsel and Plaintiff acknowledges that he has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with her attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

11. Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution or levy involving a Sheriff, in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF VICTOR LOPEZ

_____
VICTOR LOPEZ

Date: _____

Sharan Puri

SHARAN K PURI

Date: 1/27/23

DEFENDANT SHARAN K PURI

EXHIBIT A65

----- Forwarded Message -----
From: BK Metro <metrobk@[redacted]>
To: Joe Kasper <joekasper1981@[redacted]>
Sent: Thursday, February 2, 2023 at 11:08:22 AM EST
Subject: Re: Lopes v Puri. Et al

This is the update in Pacer.

"SCHEDULING ORDER: A telephone status conference in this wage and hour case will be held on 03/17/2023 at 10:00AM before Magistrate Judge Marcia M. Henry. Plaintiff's counsel and Defendant Sharan K. Puri shall attend. The parties are directed to call the toll-free number 646-828-7666 . The access code is 160-748-7513 . The passcode is 317522 . The parties shall dial in five (5) minutes before the conference. Any requests to adjourn this conference shall be made in writing no later than 03/09/2023 . Plaintiffs counsel is directed to send a copy of this Scheduling Order to Defendant Puri and to file proof of service by 02/03/2023 . So Ordered by Magistrate Judge Marcia M. Henry on 02/01/2023. (RC)"

On Friday, January 27, 2023 at 05:31:14 AM EST, Joe Kasper <joekasper1981@[redacted]> wrote:

@

EXHIBIT A66

From: **J kasper** <thejklawoffice@[redacted]>
Date: Fri, Feb 3, 2023 at 4:12 PM
Subject: PURI
To: Mohammed Gangat <mgangat@[redacted]>

Good afternoon,

I just wanted you to know that Joe Kasper is trying to reach you
Could you please contact him.
Thank you

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

--
Mohammed Gangat, Esq.
LAW OFFICE OF MOHAMMED GANGAT
675 Third Avenue, Suite 1810
New York, NY 10017
mgangat@[redacted]
moe@[redacted]
@lawyerforworkers
[redacted]-0714

EXHIBIT A67

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Feb 9, 2023 at 5:30 AM
Subject: Settlement Agreement
To: <sharanpuri@[redacted]>

Good morning,

Attached please find the updated Settlement Agreement. If you have any questions, please do not hesitate to contact me.

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Victor Lopez

Case No. 1:20-cv-03450-AMD-MMH

Plaintiff,

SETTLEMENT AGREEMENT AND RELEASE

-against-

Sharan K. Puri; and Floraison Inc.

Defendants.

This settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Victor Lopez ("Plaintiff") on one hand, and Sharan K Puri ("Defendant")and FLORAISON INC. on the other hand.

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court For the Eastern District of New York, Civil Action No:
1:20-cv-03450-AMD-MMH (HEREINAFTER "THE Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant denies any violation of federal and state wage and hour and overtime laws;

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration receipt of which is hereby acknowledged, it is hereby agreed as follow:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff and his counsel, subject to the terms and conditions of this Agreement, the gross sum of Twenty Thousand Dollars and NO CENTS ($20,000.00) (the Settlement Amount"), to b e paid to Plaintiffs and Plaintiffs' attorneys, as follows:

   A. One check made payable to Victor Lopez in the total amount of Three Thousand Two Hundred Thirty Two Dollars and Zero Cents ($3,232.00), representing payment for any and all unpaid minimum wages, overtime, and any other wages under NYLL, deducting any tax withholdings as per the W-4

Form to be provided to Defendants. Defendants shall issue Plaintiff an IRS Form W-02 with respect to the payment.

B. One check made payable to Victor Lopez in the amount of Nine Thousand Six Hundred Ninety Six Dollars and Zero Cents ($9,696.). Defendants shall issue Plaintiff an IRS Form 1099 with respect to this payment.

C. One check in the amount of $7,072 made payable to Mohammed Gangat, Esq.:

D. The check shall b e delivered to Mohammed Gangat, Esq., 675 3rd Avenue, Suite 1810, New York, New York 10017 within fifteen days of Court approval of this agreement

E. Payment is conditioned on Gangat PLLC having provided a form W-9 to Defendants prior to payment.

The Parties agree that in the event the Defendant fails to make payment contemplated in paragraph A of this Agreement then Defendants shall be deemed in default (less any payments already made by Defendants) after a ten (10) day period to cure after written notice sent to Defendants counsel as provided by Paragraph 6, Upon a default by Defendant will pay Plaintiff's reasonable attorneys' fees and costs incurred in the enforcement actions.

Taxes and Witholding: Plaintiff shall be solely responsible for the payment of all taxes, including interest and/or penalties associated with the Settlement Amount, except for Employer's portion of any employer paid tax. Releasor agrees to indemnify and hold harmless Releases against any tax, interest, or penalties, or any fees, costs, attorneys' fees, or damages, arising from any demand, order, or claim by any tax in authority to pay any tax, interest or penalty on or with respect to the Settlement Amount, except for Employer's portion of any employer paid tax associated therewith.

2. Release: This release is made by Plaintiff and is the Defendants as well as Defendant 's current and former owners, stockholder, predecessors, successors, assigns, directors, officers, employees, former employees, former attorneys, insurers, reinsurers, parents and subsidiaries, ("Releasees"). As to the Releasees, Plaintiff knowingly and voluntarily releases and forever discharges: (i) any and all claims alleged in this lawsuit; (ii) any and all wages and hour claims, including, but not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §201 et seq. and the New York State Labor Law §290 et seq., the Wage Theft Prevention Act, the New York Equal Pay Law, and all other New York State Wage and Hour Laws. This release shall apply to all such claims that Plaintiff has or may have against Releasees as of the date of Plaintiff's execution of this Agreement, whether known or unknown, asserted or unasserted wage and hour claim.

For the avoidance of doubt, it is expressly stated that regardless of any language to the contrary herein, nothing in this Agreement shall operate to bar or limit any claim or Plaintiff's for physical injury made pursuant to the New York Workers Compensation Law arising from their employment with Defendants. Moreover, this Agreement and Release does not extend to those rights which as a matter of law cannot lawfully be waived.

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute , regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the Changes are in writing and signed by a proper representative of Plaintiff and Defendants.

5. Acknowledgements: Plaintiff and Defendant acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall b re in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:

Mohammed (Moe) Gangat, Esq.
675 3rd Avenue – ***Suite 1810***
New York, N.Y. 10017
mganat@[redacted]

To Defendants:

Sharan K. Puri and Floraison, Inc.
C / O 105-30 Cross Bay Blvd.
Ozone Park, N.Y. 11417
thejfklawoffice@[redacted]

7. Confidentiality: The Parties agree not to disclose , either directly or indirectly, any information whatsoever relating to the existence or substance of the Agreement or the Litigation, including but not limited to the allegations asserted in the Complaint, to any person

or entity, including, but not limited to: the press and public media (*i.e.,* any employees or agents of newspapers, television stations, radio stations, or other media); any organizations or associations; any internet websites, "home pages", "blogs" or "chat-rooms," or any form of social media, including, but not limited to, LinkedIn, Facebook, and Twitter, Defendants' former employees, current employees, or prospective employees; and/or to attorneys or private investigators representing other employees or entities. However, Plaintiff may disclose this Agreement to his immediate family, attorney, accountant, or medical or counseling professional who agree to abide by this 'Confidentiality" provision, and Defendants may disclose this Agreement and the circumstances leading up to this Agreement to those who have a need to know, their immediate family, attorney, accountant, or medical or counseling professional who agree to abide by this "Confidentiality" provisions, or as otherwise required by law. Upon receipt of any inquiry regarding this Litigation, the Parties or any representative of a party, shall state only that the matter has been resolved. Further, Plaintiff agrees that should Defendants prevail in an action before a Court of competent jurisdiction in proving that Plaintiff violated this confidentiality provision, Plaintiff shall pay to Defendants as liquidated damages, and not in the form of a penalty, an amount of $5,000.00. Notwithstanding the aforementioned provision, nothing herein shall preclude Plaintiff from cooperating with an investigation by the Equal Employment Opportunity Commission, New York State Division of Human Rights, or providing information pursuant to subpoena or Court order. Each Plaintiff also agrees to notify Defendant, by providing written notice of same, vi*a* email and mail*,* to *, 105-30* Cross Bay boulevard, Ozone Park, N.Y. 11417, thejklawoffice@[redacted] within five (5) business days of he is contacted by any third parties seeking his testimony or appearance concerning matters encompassed by this paragraph. Plaintiff agrees that he will not contest Defendants' standing to move to quash any such subpoena.

8. Governing Law: This Agreement shall be governed by, and interpreted in Accordance with the laws of the State of New York , excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal and subject matter jurisdiction of the United States District Court for the Eastern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement. The parties agree that the united States District Court for the Eastern District of New York shall continue to exercise jurisdiction over enforcement of this Agreement.

9. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality or enforceability of, any other provision of this Agreement provided, however, that upon any finding by a Court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

10. Release Notification: Defendants advised Plaintiff to discuss the terms of this

Agreement and release of claims with his legal counsel and Plaintiff acknowledges that she has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

11. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this Agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution of or levy involving a Sheriff, in connection with enforcing the terms of this Agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF:

_____ DATE: _____

VICTOR LOPEZ

DEFENDANTS:

Defendant Corporation

_____ Date: _____

FLORAISON, INC.

By: _____

Individual Defendant

_____ Date _____

SHARAN K PURI

EXHIBIT A68

----- Forwarded Message -----
From: BK Metro <metrobk@[redacted]>
To: joekasper1981@[redacted] <joekasper1981@[redacted]>
Cc: thejklawoffice@[redacted] <thejklawoffice@[redacted]>
Sent: Tuesday, March 14, 2023 at 11:43:06 AM EDT
Subject: Signed Doc for Mr. Kasper

Dear Mr. Kasper,

As per our conversation, please find attached the signed documents with the copies of the checks.

Thanks!

Sharan Puri

[redacted]

****
***

Confidentiality Disclosure: The information in this email and in attachments is confidential and intended solely for the attention and use of the named addressee(s). This information may be subject to legal professional or other privilege or may otherwise be protected by work product immunity or other legal rules. It must not be disclosed to any person without our authority. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorized to disclose, and must not disclose, copy, distribute, or retain this message or any part of it. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return E-mail.
Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender does not accept liability for any errors or omissions.

****
***

finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendant advised Plaintiff to discuss the terms of this Agreement and release of claims with her legal counsel and Plaintiff acknowledges that he has consulted with Mohammed Gangat, Esq. of Gangat PLLC. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with her attorneys. Plaintiff confirms that this Settlement Agreement and Release has been reviewed with him and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

11. Attorneys' Fees: If either party files a lawsuit (or court pleading or motion or request) or arbitration to enforce the terms of the Agreement, and this results in a recovery of damages for that party against the other, or otherwise results in a finding of liability against the other party, then the prevailing party shall have the right to collect from the other the prevailing party's costs and disbursements and reasonable attorneys' fees incurred in the process of enforcing the Agreement. It is further expressly agreed that if any party must appear and otherwise participate in any bankruptcy proceeding in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in bankruptcy. It is further expressly agreed that if any party must undertake judgment enforcement efforts including for example an Execution or levy involving a Sheriff, in connection with enforcing the terms of this agreement, then that party shall be entitled to recover against the party whom enforcement is sought, the reasonable cost of attorneys' fees incurred in such judgment enforcement efforts.

PLAINTIFF VICTOR LOPEZ

VICTOR LOPEZ

Date: _____

SHARAN K PURI

Date: 3/14/23

DEFENDANT SHARAN K PURI

DEFENDANT FLORAISON, INC

by (SHARAN PURI)
MANAGER

Date 3/14/23

EXHIBIT A69

----- Forwarded Message -----
From: J kasper <thejklawoffice@[redacted]>
To: BK Metro <metrobk@[redacted]>
Sent: Friday, March 17, 2023 at 09:43:23 AM EDT
Subject: Re: Lopez v. Puri - Telephone Conference

Mohammed Gangat

Thu, Mar 16, 8:46 PM (12 hours ago)

to me

I am going to submit the agreement for court approval tonight or first thing tomorrow. I will tell the Court tomorrow at the conference that we have settled the matter and are seeking court approval of the settlement agreement

thanks,

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

On Thu, Mar 16, 2023 at 5:19 PM BK Metro <metrobk@[redacted]> wrote:

> SCHEDULING ORDER: A telephone status conference in this wage and hour case will be held on 03/17/2023 at 10:00AM before Magistrate Judge Marcia M. Henry. Plaintiff's counsel and Defendant Sharan K. Puri shall attend. The parties are directed to call the toll-free number 646-828-7666 . The access code is 160-748-7513 . The passcode is 317522 . The parties shall dial in five (5) minutes before the conference. Any requests to adjourn this conference shall be made in writing no later than 03/09/2023 . Plaintiffs counsel is directed to send a copy of this

Scheduling Order to Defendant Puri and to file proof of service by 02/03/2023 . So Ordered by Magistrate Judge Marcia M. Henry on 02/01/2023. (RC)

EXHIBIT A70

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK (BROOKLYN)

VICTOR LOPEZ, Plaintiff, v. SHARAN K. PURI, et al, Defendants.	Case No. 1:20-cv-03450-AMD-MMH Brooklyn, New York March 17, 2023 10:11 a.m.

TRANSCRIPT OF TELEPHONE STATUS CONFERENCE HEARING
BEFORE THE HONORABLE MARCIA M. HENRY
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:	Mohammed Gangat, Esq. Law Office of Mohammed Gangat 675 Third Avenue Ste 1810 New York, NY 10017
For the Defendant:	Sharan Puri
Also Appearing:	Owen Keough, Esq. Janice Bar, Esq.
Clerk:	R.C.
Court Recorder:	Electronic Sound Recording
Transcription Service:	Chris Hwang Abba Reporting PO Box 223282 Chantilly, Virginia 20153 [redacted]

Proceedings recorded by electronic sound recording; transcript produced by transcription service.

(Call to order at 10:11 a.m.)

THE CLERK: Now good morning, this is a civil cause for a status conference for case number 20-CV-3450, Lopez v. Puri, et al.

As a reminder, pursuant to Local Civil Rule 1.8, the parties may not independently record any court proceedings. The transcript of this proceeding may be ordered from the Clerk's Office.

That being said, counsel for Plaintiff, please state your appearance for the record?

MR. GANGAT: For the Plaintiff Victor Lopez, this is Mohammed Gangat. Good morning, Your Honor.

THE COURT: Good morning.

MR. KEOUGH: For the Plaintiff, Owen Keough. Good morning, Your Honor.

THE COURT: Good morning, Mr. Keough. Okay, go ahead.

MS. BAR: This is Janice Barr from the office, previous office of Joseph Kasper for the Defendants.

THE COURT: I'm sorry, what's your name?

MS. BAR: Janice Bar.

THE COURT: Barr, B-A-R-R?

MS. BAR: Correct. Yes, Your Honor.

THE COURT: Two R's or one?

MS. BAR: One R.

THE COURT: Okay, Ms. Bar.

MS. BAR: Okay.

THE COURT: All right, thank you. Okay, and is your client present?

MS. BAR: Yes, the Defendant's on the phone, too.

Mr. Puri?

MR. PURI: Yes, this is Sharan Puri from Floraison.

THE COURT: All right. Good morning, Mr. Puri.

So a couple of things. First, Mr. Puri, you previously had been represented by Mr. Kasper, who then became a judge and was no longer able to have clients. Are you agreeing that Ms. Bar can represent you for the purposes of this case?

MR. PURI: Yes.

THE COURT: Okay. And Mr. Keough, I believe that you were coming in to substitute for Mr. Gangat?

MR. KEOUGH: That's correct.

THE COURT: Okay, and since Mr. Gangat is here, you don't need to stay. This will be a quick conference.

MR. KEOUGH: Understood, thank you.

THE COURT: Okay, so the reason for this conference was because there was a status report filed in January advising the Court regarding I guess the fact that the parties were still trying to confer regarding a settlement in this case.

I did request that this conference take place because

I needed to understand from Mr. Puri whether or not he actually wanted to participate in a settlement in this case.

And subsequently, in fact, minutes before this conference, Mr. Gangat, you filed a motion for settlement, which attached a proposed settlement agreement.

Now those motions are before the district judge and are -- and your motion is addressed to the district judge. She may well refer the motion to me for a report and recommendation or a decision.

But Ms. Bar, since you're going to be representing Mr. Puri, are -- I need you to enter a notice of appearance.

MS. BAR: I'm sorry, you want a notice of appearance? Okay.

THE COURT: Yes, yes.

MS. BAR: Okay, so I'll send one in.

THE COURT: Okay, thank you.

So, Mr. Gangat, before I got your motion two minutes ago, I was going to ask you what the parties' intentions were.

But since you filed your motion, let me turn to Mr. Puri and determine whether or not you agreed to enter into the settlement agreement.

Mr. Puri?

MR. PURI: Yes.

THE COURT: Can you hear me?

MR. PURI: Yes, I can hear you.

THE COURT: Okay, my question was, Mr. Puri, Mr. Gangat filed a settlement agreement just today. And I was asking you if you agreed to participate in this settlement agreement?

MR. PURI: Yes, I do, I agree.

THE COURT: Okay, Mr. Gangat, I note that your client hasn't actually signed this agreement, so I think you need to get a fully executed copy of it on the docket if you're filing this motion.

MR. GANGAT: Yes, we were -- we got the agreement this week and we were trying to figure out what we were doing with this conference with Mr. Puri.

And so, we kind of filed what we had. And we will amend that filing with the fully executed agreement as soon as we have it.

THE COURT: Okay. All right, great. In addition, and as I -- I know that I said this motion wasn't before me, but just in looking at it on its face, if you're seeking costs, the receipts need to be attached as well. If you're seeking attorneys' fees, there need to be billing records attached.

So along with the executed settlement agreement, the contemporaneous billing records, any retainer agreement that is applicable, and any receipts for costs, and frankly, the filing fees reflected on the docket, I'm talking about your service of process fees and having receipts for those. All of that needs

to be filed in your supplement, as well as the damages calculation.

MR. GANGAT: Okay.

THE COURT: I also note that there's not a single -- the only case cited in here is Cheeks v. Freeport Pancake House. So to the extent that this is a motion that you're relying on case law, you should put some case law in here.

MR. GANGAT: Okay.

THE COURT: Okay, Ms. Bar, do you have any anything to add here?

MS. BAR: No, not really, thank you. We want back and forth a few times, so the settlement, I think the settlement agreement is pretty, you know, self-explanatory.

THE COURT: Well, again, it was filed two seconds before this conference. So had I seen this, I might have adjourned the conference, because given that I've issued a number of directives to Mr. Gangat, I'm glad that we kept it.

In addition, I note that, Mr. Puri, you signed on your own behalf of and did you also sign this agreement on behalf of the business?

MR. PURI: Yes.

THE COURT: Okay. Okay. Ms. Bar, this is a more basic question, but I'm assuming that you're also admitted to practice in the Eastern District?

MS. BAR: No, I actually just came through City to

listen to what going back and forth, because we thought we had a settlement agreement and everything was going to be sent in and settled.

THE COURT: Okay, so Ms. Bar, you can't appear here.

And, Mr. Puri, you didn't have to have a lawyer to show up. You didn't need an attorney because all I wanted to do was confirm with you, sir, that you wanted to enter into the settlement agreement --

MR. PURI: Okay.

THE COURT: -- and that you were okay with going forward.

What happens in these sorts of wage and hour cases is that the -- both sides and typically the Plaintiff's lawyer will file this motion.

They file a motion for the Court to approve whatever settlement the parties have agreed to. And once that motion gets filed, the Court will usually have a hearing, which is just like this, where you dial in and the Court confirms that everyone agrees with the terms of the settlement agreement and that they want to move forward with it.

Now this conference call does not take the place of that hearing. All I wanted to do, Mr. Puri, is have you call in, so that I could talk to you and make sure that you were on board with all of this. And then also, to schedule a hearing, so that we could have that hearing.

MR. PURI: Okay.

THE COURT: Now, again, this motion is not -- thank you. This motion is not yet before me because it is directed to the district judge, but what I would like to do is put a conference on the calendar at which you, Mr. Gangat for Plaintiff and you Mr. Puri on your own behalf and on behalf of the business, you can both call in.

And then, we can -- we'll call it a status conference for now, but if Judge Donnelly refers this motion to me, that we can address this motion at that conference.

MR. PURI: Okay.

THE COURT: So what that means, Mr. Puri, that we would have just one more phone call, okay?

MR. PURI: Okay. Thank you.

THE COURT: All right, Mr. Gangat? You're welcome.

Mr. Gangat?

MR. GANGAT: Yes, Your Honor.

THE COURT: Okay, how soon are you filing these supplemental materials?

MR. GANGAT: We're going to need at least a week or probably two weeks just to be on the safe side.

THE COURT: Okay, I'll give you three. One, two, three.

MR. GANGAT: Okay.

THE COURT: All right, so why don't you file your

supplement by April 6th?

MR. GANGAT: Okay.

THE COURT: And let's set a date and a time for a hearing.

So, Mr. Puri, what I'd like to do now is schedule the second call that I was just discussing.

MR. PURI: Okay.

THE COURT: And that's going to be some time later in April. A little later in April, let's see.

MR. PURI: I'm out of the country from 20 to 27th April.

THE COURT: You're out of the country from the 20th to the 27th, okay.

MR. PURI: Yes.

THE COURT: Thank you for letting me know that. Thank you for letting me that. Why don't we, let's see, I think it was -- I mean, let's do Thursday, April 13th at 4:00 p.m.

MR. PURI: Thursday, April 13th, yes.

THE COURT: Okay, Mr. Gangat, are you available at that time?

MR. GANGAT: Yes.

THE COURT: So Thursday, April 13th at 4:00 p.m. And Mr. Puri, right now, you don't technically have an attorney. Are you comfortable communicating by email, Mr. Puri?

MR. PURI: Sure, yes.

THE COURT: I'm sorry?

MR. PURI: Yes, I can.

THE COURT: Okay, can you please tell me an email address that you would consent to receive information at from the Court?

MR. PURI: Sure. It's Metro, M-E-T-R-O --

THE COURT: Uh-huh.

MR. PURI: -- B-K, boy as in boy, k as in kangaroo@[redacted].

THE COURT: Okay, and could you say it one more time? I heard M-E-C-R-O-B as in boy --

MR. PURI: M-E -- sorry, M-E-T-R-O-B-K.

THE COURT: Okay, so --

MR. PURI: Metrobk@[redacted].

THE COURT: Okay. M-E-T-R-O-B as in boy, K as in kite@[redacted]?

MR. PURI: That's right.

THE COURT: Okay, and do we also have an address where you receive mail, where we could mail you a copy of the scheduling order for the conference?

MR. PURI: Sure, it's 1016 -- 445 Fulton Street.

THE COURT: I'm sorry, what was the number?

MR. PURI: 445 Fulton Street, Brooklyn, New York.

THE COURT: Uh-huh. And the zip code?

MR. PURI: 11201.

THE COURT: All right, 445 Fulton Street, Brooklyn, New York, 11201. Okay, and that is a business address?

MR. PURI: Yes.

THE COURT: Okay. And we can send that directly to you because Mr. Kasper technically is still on the docket as your lawyer, but I want to make sure that you are also directly getting copies of these things.

And Ms. Bar, I know that you're not admitted, and so technically, you can't appear, but can you just answer the question, Ms. Bar --

MS. BAR: Sure.

THE COURT: -- as to whether you -- are you monitoring this email inbox for Mr. Kasper?

MS. BAR: Yes, I am.

THE COURT: Okay, got you. Okay.

So the scheduling order will be sent to the email address on the docket, but Mr. Puri, you're also going to get separately emailed and mailed to you a copy of the scheduling order for the April 13th conference, okay?

MR. PURI: Okay.

THE COURT: All right. Mr. Gangat, is there anything else for Plaintiffs?

MR. GANGAT: Just one thing that might help us move things along. We were trying to consent to the magistrate

judge for all proceedings. My understanding is Mr. Puri is agreeable to that. Perhaps that might be in everybody's interest.

The issue becomes the company agreeing to it and A, whether that's necessary, and B, if so, who can do that on behalf of the company?

I think it's fine if we don't address it. I can, you know, what happens with the motion will happen with the motion, but I just raise it for Your Honor in case you had a thought on how we can address that.

THE COURT: Yes, no, that's -- that is something that occurred to me.

So, Mr. Puri, what Mr. Gangat is referring to is the fact that I am the magistrate judge in this case. The district judge is Judge Donnelly.

When a motion is filed by the parties asking the Court to approve the settlement in this type of wage and hour case, typically, the district judge will refer it to the magistrate judge to make a recommendation as to whether or not to approve the settlement.

The parties can agree that the magistrate judge can preside over the entire case, in which case the magistrate judge would not have to make any recommendation. The magistrate judge would just decide the motion.

Now as with the agreement, the issue became that you

have -- the company, your business, is also a Defendant in this case. And in order for a magistrate judge to preside over the case, the parties have to file a written consent that is signed by all parties.

And since you have a business that is a defendant, what Mr. Gangat is referring to is the fact that a corporation doesn't generally appear without an attorney in court.

So, Mr. Gangat, I -- let's cross that bridge when we get there, because I don't know if Judge Donnelly is referring this motion because she hasn't -- if it got filed, but I think -- I hear what you're saying. Let her do the referral first and then we'll figure that part out, okay?

MR. GANGAT: Yeah, that makes sense. Thank you.

THE COURT: All right, anything else, Mr. Gangat?

MR. GANGAT: Nothing further. Thanks for your time, Your Honor.

THE COURT: All right, thank you.

Mr. Puri, is there anything that you wanted to ask the Court or raise with the Court today?

MR. PURI: No, perfect. Thank you.

THE COURT: All right, thank you. So we'll talk again on April 13th, 2023. That is a Thursday. And that will be at 4:00 p.m. And we will send you an email and something in the mail that has the correct dial-in information.

Thank you, Ms. Bar, for being present and for

monitoring the inbox to know that this conference is happening.

MS. BAR: Appreciate it.

THE COURT: Mr. Keough, if you're still there, thank you for being willing to step for Mr. Gangat.

With that, we are adjourned. Everyone, have a wonderful weekend.

MS. BAR: Thank you. You, too, Your Honor.

MR. GANGAT: Thank you.

(Proceedings concluded at 10:31 a.m.)

CERTIFICATE

I, Chris Hwang, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

_____ April 14, 2023

Chris Hwang Date

Court Reporter

EXHIBIT A71

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LOPEZ,	)	20-CV-03450
Plaintiff,	)	Brooklyn, NY
	)	April 13, 2023
vs.	)	4:33 PM
PURI, ET AL.,	)	
Defendants.	)	

TRANSCRIPT OF STATUS CONFERENCE
BEFORE THE HONORABLE MARCIA M. HENRY
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiff: MOHAMMED GANGAT
Law Office of Mohammed Gangat
675 3rd Avenue
Suite 1810
New York, NY 10017

Pro Se Defendant: SHARAN K. PURI
445 Fulton Street
Brooklyn, NY 11201

ECR OPERATOR: No name provided

Amanda J. Orlando, CET**D-260
eScribers
7227 North 16th Street
Phoenix, AZ 85020
www.escribers.net

Proceedings recorded by electronic sound recording; transcript produced by transcription service.

THE CLERK: CV-3450. Lopez v. Puri, et al. As a reminder, pursuant to local rule (indiscernible) the parties may not independently record any court proceedings. A transcript of this proceeding may be ordered from the clerk's office.

That being said, counsel for plaintiff, please state your appearance.

MR. MOHAMMED GANGAT: For the plaintiff, this is Mohammed Gangat. Good afternoon, Your Honor.

THE COURT: Good afternoon, Mr. Gangat.

THE CLERK: For the defendants, starting with Mr. Puri, please state your full name for the record.

MR. SHARAN PURI: Sharan Puri. (Indiscernible).

THE COURT: Good afternoon, Mr. Puri.

THE CLERK: Unadmitted counsel, can you please state your full name for the record, please?

Ms. Barr, can you state your full name for the record, please? If you're speaking, just unmute your line.

MS. E. JANICE BARR: Can you hear me now?

THE CLERK: Yes. Now --

MS. BARR: Oh, I'm sorry.

THE CLERK: State your full name for the record.

MS. BARR: I didn't realize I was muted. It's E. Janice Barr (ph.).

THE COURT: Good afternoon, Ms. Barr. Now, I know

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that you are here for the purpose of assisting Mr. Puri with bringing this case to resolution.

So Mr. Gangat, do you object to having Ms. Barr on the line during this conference?

MR. GANGAT: No, I have no objection.

THE COURT: Okay.

Mr. Puri, I'm going to be directing many of my questions -- I don't think I have many questions, frankly, for you, Mr. Puri.

But Ms. Barr, you are there as standby. I'll --

MS. BARR: Yes.

THE COURT: I'll permit it under the circumstances.

MS. BARR: Okay.

THE COURT: Those circumstances being that counsel of record, Mr. Kasper, has since become a judge, a State court judge, and therefore would not be able to continue with representation of Mr. Puri.

So first, let me recap where we are. While this was billed as a status conference, ultimately there is a motion for settlement approval, a fully developed motion for settlement approval that has been filed with the Court. And let me just review the documents that I have in front of me, and then we can discuss accordingly.

So initially, there was a letter filed at document 39 on March 17th, and that was the original motion. I then issued

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an order seeking supplemental materials, which were filed on April 11th at document 40, and those consist of the letter motion, which is the first document, and exhibits to that letter.

Exhibit A is document 40-1, which is a fully executed settlement agreement.

Exhibit B is document 40-2, which is a damages calculation.

Exhibit C is comprised of documents 40-3, 40-4, and 40-5, and include evidence provided by plaintiff consisting of various types of records, including text messages and other communications.

And then Exhibit D is document 40-6, which are attorney time entries.

Mr. Gangat, is there a retainer agreement in this case?

MR. GANGAT: Yes.

THE COURT: Okay. Because that also needed to be provided if that was the basis for your attorney fees requests.

MR. GANGAT: Sure. We can provide the retainer. I assumed, because it says nothing other than what I said in my letter, which is that I'm entitled to one-third of the settlement, that you didn't need the physical copy of the retainer. But I can upload a physical copy of the retainer.

THE COURT: Well, that was part of the order that I

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issued on -- actually, that was part of the initial order on March 17th at the status conference. And then the order that issued on April 7th repeated that that should be filed with the motion. So yes, please file that.

MR. GANGAT: Okay.

THE COURT: Now, Judge Donnelly has referred the motion to me for the purposes of conducting the chief hearing today. And what I will do is review the various components and make some findings on the record. So this was an action that was filed in July of 2020 by the plaintiff, Mr. Lopez, against his former employers, including Mr. Puri, Floraison, Incorporated, and Metropolitan Wireless, for violations of the FLSA and the New York labor law. And the claims related to failure to pay overtime wages, minimum wages, spread of hours, and also to provide wage notice and wage statements.

Mr. Lopez worked for approximately two years. And after the litigation was filed, Metropolitan was eventually dismissed as a defendant. And the parties, after some conversations with the Court and with each other, reached a settlement in this case.

As I mentioned earlier, in the course of that process, Mr. Kasper became a state court judge. And while he did appear for the purpose of trying to wind down the case, he ultimately has not been able to appear. Ms. Barr has been good enough to be present to assist Puri.

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Now, the parties have agreed to settle this dispute for payments that total 20,000 dollars. And those payments are a total payment to the plaintiff of 12,928 dollars, and to counsel of approximately 7,072 dollars. I think that total actually is just under 20,000 dollars. So excuse me. It's 12,923 dollars to the plaintiff.

Is that correct, Mr. Gangat?

Mr. Gangat?

MR. GANGAT: Yeah. I'm just pulling up the agreement, and I will read along with you to see what (indiscernible) -- so I have the --

THE COURT: Well, I was getting that from your motion papers. But yes. Go ahead.

MR. GANGAT: I'm looking at the settlement agreement, paragraph 1. It's got a total payment of 20,000, and it looks like -- yeah. And then there's the breakdown. I have to do a calculator to give you the full amount. Let me take out my calculator.

THE COURT: Well, the full amount to the plaintiff, based on the payments at document 40-1, paragraph -- page 2, paragraph 1(a) and (b) is 12,928 dollars if you add up those two amounts. And then --

MR. GANGAT: Yes.

THE COURT: -- the checks payable to you as counsel is 7,072 dollars. So that actually does total 20,000 dollars.

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Now, of course, the Court reviewed the Wolinsky factors to determine whether or not the settlement is fair and reasonable. And in this case, I will go through those factors.

The first is the plaintiff's range of recovery. Now, in document 40-2, Mr. Gangat, you have a very detailed damages calculation, which I applaud this level of detail in the damages calculation. And I do want to, however, correct some of the math in here. There are just a couple of calculations that by being off altered some of the total numbers.

So I wanted to go to page -- excuse me, document 40-2, which is Exhibit B to your motion. And the calculations for the payment of unpaid minimum wage and overtime wages at the top of page 2, I think the last sentence of -- it's the first paragraph on the page, but it's not -- it's the paragraph that started on the page before, and it's discussing the calculations for the year 2017. The last sentence of that, I think there was just a couple of typos there. But for the -- it says for the year of 2017, plaintiff was owed minimum wages and overtime wages of $207.18.

That number is actually incorrect. It's a little bit higher than that. And the $207.18 was based on a calculation of $144.18 per week for owed minimum wages, plus 63 dollars per week of minimum wages based on a different rate. It really should be 77 dollars per week because that's what's in the sentence before that. So if we use that 144.18 plus 77, we get

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$221.18. So that changes your total of the 221.18 per week, which then leads to a total of -- if you multiply that by 50 weeks, of 11,059 dollars. So it changes the number ever so slightly in the total.

Then going to the -- later on in that page, the summary paragraph, the total unpaid minimum wages are actually $55,386.68.

Any questions about that, Mr. Gangat?

MS. BARR: No. I followed Your Honor, and I would say that you're right.

THE COURT: Okay. So go to page 4 of the damages calculation, paragraph 4, the conclusion, then the damages are -- again, the total is 55,386.68 for unpaid minimum wage and overtime, double that for the liquidated damages under the FLSA. And then add in any statutory damages for a wage notice or wage statement violation. The new total is $120,773.36.

Now, based on that, I believe that the range of recovery is around 15 percent. It doesn't materially change your number versus the percentage I just came up with. I think either number is acceptable, but I just wanted to make sure the record was clear.

So with respect to the first Wolinsky factor, the second factor is the extent to which settlement enables the parties to avoid anticipated burdens and expenses of continued litigation. Yes. This could continue on for a significant

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period of time. And given that Mr. Puri, for all intents and purposes, is proceeding somewhat pro se here, it could present additional challenges.

The third factor is the seriousness of the litigation risks. Again, keeping in mind that there is extensive evidence that plaintiff has provided in the submission here with Exhibit C that extends over three different documents on the docket. And if all of that evidence were to come in to support plaintiff's claims, there could very likely be a very strong litigation risk that would be prejudicial to the defense.

The fourth factor is whether the settlement is the product of arm's length bargaining.

And it sounds like, Mr. Gangat, got there was an exchange of proposals and counterproposals prior to reaching this agreement; is that correct?

MR. GANGAT: Yes. That's correct.

THE COURT: Okay. And were those exchanges -- who were those exchanges with? Who did you exchange proposals with?

MR. GANGAT: All the exchanges were with Mr. Kasper.

THE COURT: With Mr. Kasper. Okay. So it was with counsel before he was no longer with the case.

Ms. Barr, were you involved towards the tail end here in assisting with some of these negotiations?

MS. BARR: Very little on my end.

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THE COURT: Okay. What was your role, then, Ms. Barr?

MS. BARR: Well, I read the settlement agreement, and I spoke to Mr. Kasper about it when we were doing it -- while he was doing it.

THE COURT: Okay.

MS. BARR: Yeah.

THE COURT: Okay. Okay. Great.

And Mr. Puri, you previously were represented by Mr. Kasper. But are you able to follow along with what we're discussing here now?

MR. PURI: Yes.

THE COURT: Okay. The fifth Wolinsky factor and final Wolinsky factor is whether there's the possibility of fraud or collusion. I don't believe that there is here. And when the settlement was reached earlier, there was counsel involved. And as mentioned, there -- in addition, I would note that the plaintiff no longer works for the defendant.

Correct?

MR. GANGAT: Correct.

THE COURT: Right, which generally decreases the possibility of collusion. I also note that this settlement agreement does not have any of the problematic provisions that are typically found to be unfair and unreasonable. There are no confidentiality or nondisclosure provisions. There are no nondisparagement provisions. The release which is in the

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settlement agreement at document 40-1, at page 3, paragraph 2 -- the release is appropriately tailored to wage and hour claim, and there are also no impermissible provisions that prevent the plaintiff from working for the defendant again. And there are no overly high liquidated damages or anything that would suggest that the scope of this agreement is beyond the claims that were raised in this case.

So for all of those reasons, all of the factors under Wolinsky, as well as the absence of negative factors, I'll support a finding of fairness and reasonableness.

I just want to note for the record that document 40-1, which is the settlement agreement, does have handwritten corrections on it.

And I wanted to confirm, Mr. Puri, that you were -- that you agreed with the handwritten corrections to the document.

MR. PURI: Yes.

THE COURT: Okay. Most of these corrections are -- we'll call them ministerial because, for example, it corrects the omission of Floraison, Incorporated from the first paragraph of the agreement. And where it lists the word "defendant" in the singular, it lists them in the plural. Things of that nature. It also indicates who should receive notice of any notices. And it lists Mr. Puri and his contact information as the person who should receive that.

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I also note, Mr. Puri, that you have signed on behalf of yourself, as well as the corporate defendant Floraison. Now, again, because you are in a somewhat pro se stance here, for the purposes of settlement, this is a permissible arrangement because you are knowledgeable and agree with the settlement terms, and you also agree to be bound by them.

Is that correct, Mr. Puri?

MR. PURI: Yes. Yes.

THE COURT: Okay. All right.

Now, for the subject of attorney's fees.

So Mr. Gangat, yes. I do need to see that retainer agreement. But assuming that your agreement is consistent with your representation in the motion, then yes, there is -- your proposed attorney's fees are generally reasonable. I would note that based on your hours that are listed, I do have to do the lodestar cross-check. The lodestar cross-check involves determining whether the hours billed, the number of hours billed are reasonable, as well as whether the attorney rate is reasonable.

The reasonableness of the hourly rate -- I believe you're billing at 350 dollars an hour. That is within the range of acceptable hourly rates for an attorney of your experience, as stated in your motion papers at pages 3 and 4 of document 40.

In addition, Exhibit D, which is the attorney billing.

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Now, are these your contemporaneous records or is this a chart that you made up for this motion?

MR. GANGAT: That's all the records that I had that were contemporaneous. If there was anything that was not contemporaneously recorded in terms of length of time, it was omitted from that (indiscernible).

THE COURT: I'm sorry, if there wasn't anything that was contemporaneously recorded, and --

MR. GANGAT: Yes. So that shows all of -- that shows all my contemporaneous entries of time spent on this matter. There are a lot of hours and things that I did working on this matter for which I did not keep an entry, for which is not on that chart. So I would say that that chart sort of underreports the amount of time spent on this case.

THE COURT: And I calculate the total number of hours are approximately 36 and a half.

MR. GANGAT: Correct.

THE COURT: Okay. And that -- well, the 36 and a half, is that based on a total of the hours there or hours that you, as you said, are not included here?

MR. GANGAT: No, no. That's just the hours that are there on that chart contemporaneously recorded.

THE COURT: Okay. Understood. Okay. Give me one second.

Okay. Now, I do also note that there was a motion

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practice in this case, which also lent itself to more hours being billed. So I do find that the rate is reasonable. I find that the number of hours is reasonable given that, unlike many garden variety wage and hour cases where there's early settlements, there was some level of motion practice that had to be engaged in. That motion practice didn't pertain specifically to all defendants.

Is that fair to say, Mr. Gangat?

MR. GANGAT: Yes. It absolutely was not -- the motion did not involve the Floraison entity or Mr. Puri directly. Correct.

THE COURT: Okay. So I mean, look, if we were going strictly by the hourly rate, then I would probably discount the hours spent on the motion to dismiss because it doesn't pertain to this defendant. Ultimately, though, what you have here is already less than what you're seeking. So if we were to multiply your 36 and a half hours by the 350-dollar hourly rate that yields 12,775 dollars in fees. You're requesting 7,072 dollars. The lodestar is .55, and that is well within the range of acceptable attorney's fee awards.

Now, in terms of the (indiscernible) -- are you seeking (indiscernible)? Because your initial letter talks about the -- talks about the filing fee expense and the service of process fees. I can take judicial notice of the service assessed on the docket. In terms of the -- excuse me. I can

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take judicial notice of the filing fee. Excuse me. For the service of process, that's something that you would need to be submitting the receipts for. So why don't you submit those along with the retainer agreement?

MR. GANGAT: Okay.

THE COURT: All right. So then, based on all of the foregoing, I am granting the motion for a settlement preliminarily pending receipt of the retainer agreement and the service of process receipts.

And Mr. Gangat, if I gave you a week to do that, would you be able to do that?

MR. GANGAT: Absolutely. And I will be working on it as soon as I get off this phone call. So hopefully we'll get it filed today.

THE COURT: Okay. You have until next Thursday, the 20th.

MR. GANGAT: Okay.

THE COURT: All right.

Mr. Puri, did you have any questions about anything that was discussed today, or the settlement generally?

MR. PURI: No, I don't.

THE COURT: Okay.

Now, I do not recall seeing in the papers a stipulation of dismissal, Mr. Gangat. Was one included?

MR. GANGAT: There was not.

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THE COURT: Okay. Then why don't you submit your retainer agreement and the process service receipts? Excuse me. And once we receive those, I will issue an order that sets a deadline for the parties to submit an executed stipulation of dismissal.

One thing I want to note is that your agreement indicates that the parties agree that the Court will retain jurisdiction. That is certainly something that is within Judge Donnelly's discretion. So I just wanted to just flag that for you. Okay?

MR. GANGAT: Understood. Thank you for that, Your Honor.

THE COURT: Okay.

Anything else, Mr. Gangat?

MR. GANGAT: Nothing further. Thank you, Your Honor.

THE COURT: Okay.

Ms. Barr, Mr. Puri --

MR. PURI: Yes.

THE COURT: -- is there anything that you wanted to raise with the Court?

MR. PURI: No. Thanks.

MS. BARR: No. I think we covered everything.

THE COURT: Okay.

Mr. Puri, you are still using the [redacted] address that's in the settlement agreement, the metrobk@[redacted]?

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MR. PURI: Yeah.

THE COURT: Okay.

MS. BARR: That's right.

THE COURT: Yes. Because right now, Mr. Kasper, I guess, still technically receives the notification because his office still exists for the purpose of receiving them.

And Ms. Barr, I think you indicated that that's the mailbox that you have been monitoring?

MS. BARR: Correct.

MR. PURI: Yes.

THE COURT: Okay. So when the order comes for this, then it would come to that mailbox.

And then Ms. Barr, if you could just forward that to Mr. Puri so that he also has a copy?

MR. PURI: I will.

THE COURT: That would be helpful.

MS. BARR: Okay.

THE COURT: Excellent.

MS. BARR: Thank you.

THE COURT: All right. If there is nothing else, then this matter is adjourned. Everyone, thank you very, very much for your patience. And I hope that you're able to enjoy the beautiful sunshine that is still outside.

MS. BARR: Thank you, Your Honor.

MR. PURI: Thank you. Thank you.

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MR. GANGAT: Thank you, Your Honor.

(Proceedings concluded at 5:00 o'clock, p.m.)

* * * * *

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C E R T I F I C A T I O N

I, Amanda J. Orlando, court-approved transcriber, do hereby certify the foregoing is a true and correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

Amanda J. Orlando, CDLT-260

May 2, 2023

DATE

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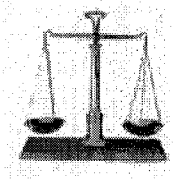
EXHIBIT A72

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Wed, May 10, 2023 at 11:21 AM
Subject: The Tax Info
To: <Sharanpuri@[redacted]>

Please see the tax information below.

Attorneys at Law



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Ozone Park, New York 11417
[redacted] 2179

DocuSign Envelope ID: 6A230418-EF1E-4097-8990-D7E4D5CA6436

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Victor Lopez

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
[redacted]

Requester's name and address (optional)

6 City, state, and ZIP code
[redacted]

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted] – [redacted]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ DocuSigned by: Victor Lopez 101081E6AE8C447... | **Date** ▶ 5/5/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Fri, May 26, 2023 at 8:14 AM
Subject: Fwd: w4
To: <Sharanpuri@[redacted]>

Please see attached `

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Wed, May 24, 2023 at 12:24 AM
Subject: w4
To: <Sharanpuri@[redacted]>

Good morning,,

Please see attached

Attorneys at Law

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Ozone Park, New York 11417
[redacted] 2179

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gangat LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
675 Third Avenue, Suite 1810

Requester's name and address (optional)

6 City, state, and ZIP code
New York, NY 10017

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-13-2023

General Instructions

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- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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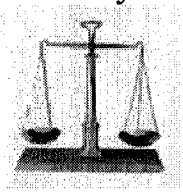
Date: Fri, May 26, 2023 at 8:14 AM
Subject: Fwd: w4
To: <Sharanpuri@[redacted]>

Please see attached

Attorneys at Law



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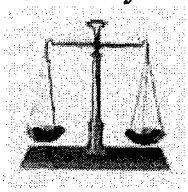
Please see attached

Attorneys at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

DocuSign Envelope ID: 4DEAC970-E764-4496-94EF-F4AA77FABEE8

Form **W-4**

Department of the Treasury
Internal Revenue Service

Employee's Withholding Certificate

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.
Give Form W-4 to your employer.
Your withholding is subject to review by the IRS.

OMB No. 1545-0074

2023

Step 1: Enter Personal Information

(a) First name and middle initial	Last name	(b) Social security number
Victor	Lopez	[redacted]

Address: [redacted]

City or town, state, and ZIP code: [redacted]

Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to *www.ssa.gov*.

(c)
- ☐ **Single** or **Married filing separately**
- ☐ **Married filing jointly** or **Qualifying surviving spouse**
- ☒ **Head of household** (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

Step 2: Multiple Jobs or Spouse Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Reserved for future use.

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate . . . . . ☐

TIP: If you have self-employment income, see page 2.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits

If your total income will be $200,000 or less ($400,000 or less if married filing jointly):

Multiply the number of qualifying children under age 17 by $2,000 $ _____

Multiply the number of other dependents by $500 . . . . . $ _____

Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . . **3** $

Step 4 (optional): Other Adjustments

(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . . **4(a)** $

(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . . **4(b)** $

(c) Extra withholding. Enter any additional tax you want withheld each **pay period** . . **4(c)** $

Step 5: Sign Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

DocuSigned by:
Victor Lopez
#01061E6AE8C447

Employee's signature (This form is not valid unless you sign it.) — **Date** 5/5/2023

Employers Only

Employer's name and address	First date of employment	Employer identification number (EIN)

EXHIBIT A74

----- Forwarded Message -----
From: Sharan Puri <sharanpuri@[redacted]>
To: "metrobk@[redacted]" <metrobk@[redacted]>
Sent: Monday, June 19, 2023 at 05:56:13 PM EDT
Subject: Fwd: STIPULATION

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Thu, Jun 15, 2023 at 12:10 PM
Subject: STIPULATION
To: <Sharanpuri@[redacted]>

Please attached Stipulation.

It is for the settlement, withdrawal, and dismissal of the lawsuit against you and your company. Please sign it, and return to me.

If you need to, please feel free to speak with Joe.

Janice Bar

Attorneys at Law

105-30 Crossbay Boulevard

Ozone Park, New York 11417
[redacted] 2179

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Victor Lopez

Plaintiff,

-against-

Sharan K. Puri; and Floraison Inc.,

Defendant.

Action No. 1:20-cv-03450-AMD-MMH

STIPULATION OF DISMISSAL

WHEREAS, no party is an infant, incompetent person for whom a committee has been appointed or conservatee, and there is no person not a party who has an interest in the subject matter of this action;

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff Victor Lopez and defendants Sharan K. Puri; and Floraison Inc. ("Defendants") through their undersigned attorneys, pursuant to FRCP 41(a)(1)(A)(ii), that the above-captioned action is discontinued and dismissed with prejudice, against Defendants.

IT IS FURTHER STIPULATED AND AGREED that facsimile and/or electronic copies of the signatures on their stipulation may be treated as originals for all purposes.

Dated: June 14, 2023

LAW OFFICE OF MOHAMMED GANGAT

By: _____

Mohammed Gangat, Esq.,
675 Third Avenue, Suite 1810
New York, NY 10017
[redacted]
mgangat@[redacted]

Attorney for Plaintiff

SHARON K PURI - DEFENDANT

By: _____

Sharon K Puri
105-30 Crossbay Boulevard,
Ozone Park, NY 11417
([redacted]-2179
thejklawoffice@[redacted]

Defendant

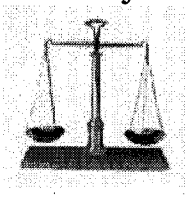
EXHIBIT A75

---------- Forwarded message ---------
From: **J kasper** <theiklawoffice@[redacted]>
Date: Fri, Jul 7, 2023 at 5:01 AM
Subject: Stipulation of Settlement
To: <Sharanpuri@[redacted]>

Could you please sign the attached stipulation of dismissal. There is nothing wrong with it. is the same document, which you signed several weeks ago. Please return the signed Stip back to me.

Thank you

Attorney at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Victor Lopez

Plaintiff,

-against-

Sharan K. Puri; and Floraison Inc.,

Defendant.

Action No. 1:20-cv-03450-AMD-MMH

STIPULATION OF DISMISSAL

WHEREAS, no party is an infant, incompetent person for whom a committee has been appointed or conservatee, and there is no person not a party who has an interest in the subject matter of this action;

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff Victor Lopez and defendants Sharan K. Puri; and Floraison Inc. ("Defendants") through their undersigned attorneys, pursuant to FRCP 41(a)(1)(A)(ii), that the above-captioned action is discontinued and dismissed with prejudice, against Defendants.

IT IS FURTHER STIPULATED AND AGREED that facsimile and/or electronic copies of the signatures on their stipulation may be treated as originals for all purposes.

Dated: July 5, 2023

LAW OFFICE OF MOHAMMED GANGAT

By: _____

Mohammed Gangat, Esq.,
675 Third Avenue, Suite 1810
New York, NY 10017
[redacted]
mgangat@[redacted]

Attorney for Plaintiff

SHARAN PURI - DEFENDANT

By: _____

Sharan K. Puri/Floraison, Inc.
105-30 Crossbay Boulevard,
Ozone Park, NY 11417
[redacted]
thejklawoffice@[redacted]

Attorney for Defendant

EXHIBIT A76

QSCPART24

From: J kasper <thejklawoffice@[redacted]
Sent: Wednesday, February 16, 2022 11:55 AM
To: QSCPART24; krechmer@[redacted]
Subject: NYCTL 2019-A TRUST et al v COLUMBUS CLUB Index No. 722187/20

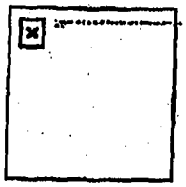
RE: NYC v. CTL 2019 –A TRUST et al v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC, et al
INDEX NO. 722187 / 2020
(BRONSTER 304650.2430)

Honorable Judge, Court Attorney, and dCkerjm

Plaintiff's motion for Summary Judgment is on for February 17, 2022, before you. There is a Settlement Conference scheduled in this matter for March 10, 2022, as well as need to address whether the subject tax lien was properly sold as well as possible necessary substitution of counsel for Defendant Columbus Club.

Accordingly, as per advise to Plaintiff's attorney , if is respectfully requested the matter be adjourned for sixty days.

Janice Bar for JOSEPH F. KASPER
Attorney at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

Please be CAREFUL when clicking links or opening attachments from external senders.

EXHIBIT A77

QSCPART24

From: J kasper <thejklawoffice@[redacted]>
Sent: Wednesday, March 2, 2022 4:13 PM
To: Leonid D. Krechmer
Cc: QSCPART24
Subject: Re: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)
Attachments: k of c ler for adjournment mar 2022.pdf

Good afternoon,

We spoke with Mr. Krechmer this morning regarding this matter. We are also requesting an adjournment in order to resolve this matter without further intervention by the Court.

Please see attached letter.

Thanking you in advance.

Janice Bar

cc: Attorney Leoonard D Krechmer

Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Tue, Mar 1, 2022 at 10:39 AM Leonid D. Krechmer <lkrechmer@[redacted]> wrote:

Dear Clerk,

My firm represents plaintiffs in the referenced tax lien foreclosure action. Plaintiffs have filed a motion for summary judgment and appointment of a referee, which motion is returnable on 3/3/22. Per Part's rules,

attached is a motion submission form. Please note that a Foreclosure Settlement Conference is scheduled for 3/10/22.

Counsel for the only appearing defendant is copied on this email.

Thank you.

Leonid D. Krechmer | Of Counsel
Bronster, LLP
156 West 56th Street, Suite 902
New York, New York 10019
Direct Dial: [redacted]
Main: [redacted] **Fax:** [redacted]
lkrechmer@[redacted] | www.bronsterllp.com

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JOSEPH F. KASPER

Attorney at Law
105-30 Cross Bay Boulevard
Ozone Park, New York11417

Telephone ([redacted]-8122

Facsimile ([redacted] 5314
email: thejklawoffice@[redacted]

March 2, 2022

OSCPart24@[redacted]
Queens County Supreme Court
88-11 Sutphin Boulevard
Jamaica, New York 11435

RE: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)

Dear Clerk:

This office represents Defendant. Columbus Club of South Ozone Park, Inc. as well as Joseph Kasper. Approximately 2 weeks ago, we asked Mr. Krechmer for an adjournment. At that time, he consented to the adjournment.

We felt that he would have consented to a longer adjournment. We are requesting a longer adjournment into mid May 2022 because we want to settle several issues regarding this matter. The main issue of this matter is financial. We are trying to work out the financial issues, but require more time to do so. Some of these issues involve borrowing money to pay off the tax liens.

We spoke with the attorney for the Plaintiff, Mr. Leonard Krechmer, this morning Mr. Kreshmer indicated that he would consent to a short adjournment but not a long one, into May 2022. Mr. Krechmer also stated that if the Court would consent to allowing the Defendant, Columbus Club of South Ozone Park, the time to work through all of the issues of the

matter; he would not oppose it.

At this point in time, I respectfully request this Court adjourn this matter to a date in late May, in order for us to work through the issues, pay off the entire lien, and settle this matter without further intervention from the Court.

Thanking you in advance.

Janice Bar

cc: Attorney Leonard D. Krechmer lkrechmer@[redacted]

EXHIBIT A78

JOSEPH F. KASPER

Attorney at Law
105-30 Cross Bay Boulevard
Ozone Park, New York11417

Telephone [redacted]8122

Facsimile [redacted]9314
email: thejklawoffice@[redacted]

March 2, 2022

OSCPart24@[redacted]
Queens County Supreme Court
88-11 Sutphin Boulevard
Jamaica, New York 11435

RE: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)

Dear Clerk:

This office represents Defendant. Columbus Club of South Ozone Park, Inc. as well as Joseph Kasper. Approximately 2 weeks ago, we asked Mr. Krechmer for an adjournment. At that time, he consented to the adjournment.

We felt that he would have consented to a longer adjournment. We are requesting a longer adjournment into mid May 2022 because we want to settle several issues regarding this matter. The main issue of this matter is financial. We are trying to work out the financial issues, but require more time to do so. Some of these issues involve borrowing money to pay off the tax liens.

We spoke with the attorney for the Plaintiff, Mr. Leonard Krechmer, this morning Mr. Kreshmer indicated that he would consent to a short adjournment but not a long one, into May 2022. Mr. Krechmer also stated that if the Court would consent to allowing the Defendant, Columbus Club of South Ozone Park, the time to work through all of the issues of the

matter; he would not oppose it.

At this point in time, I respectfully request this Court adjourn this matter to a date in late May, in order for us to work through the issues, pay off the entire lien, and settle this matter without further intervention from the Court.

Thanking you in advance.

Janice Bar

cc: Attorney Leonard D. Krechmer lkrechmer@[redacted]

EXHIBIT A79

Leonid D. Krechmer

From: J kasper <thejklawoffice@[redacted]>
Sent: Wednesday, March 2, 2022 4:15 PM
To: Leonid D. Krechmer
Subject: Re: NYCTL 2019-A TRUST et al v COLUMBUS CLUB, Index. No. 722187/20, et al (Bronster 304650.2430)

Leonard,

I just sent a letter to the Court. I did tell them that you did not consent to a long adjournment but that you would not be opposed.

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

On Wed, Mar 2, 2022 at 3:32 PM Leonid D. Krechmer <lkrechmer@[redacted]> wrote:

Dear Janice,

I spoke with Judge Kasper today about adjourning the pending motion one more time and agreed to another 2- week adjournment, as the last adjournment was short. I understand that your office may seek a longer adjournment, in which case I ask you to convey my position to the Court.

If you have any questions, I can be reached by email or at [redacted].

Thank you.

EXHIBIT A80

QSCPART24

From: J kasper <thejklawoffice@[redacted]>
Sent: Wednesday, May 25, 2022 8:51 AM
To: QSCPART24; Leonid D. Krechmer
Subject: Fwd: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)
Attachments: Motion submission form (5-26-22) (11785253xEECAF).pdf

RE: NYCTL 2019 TRUST, et al v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et al
INDEX NO. 722181 / 2020

Good morning,

We spoke to Leonard Krechmer yesterday, regarding our progress on resolving our financial issues. We have obtained a pay off, and are hoping to enter into an Agreement to resolve our problem.

Defendant Columbus Club of South Ozone Park, Inc, is the holding corporation for the South Ozone Park Knights of Columbus Council Building, the over 100 year old local council, long active in civic affairs of the fraternal charitable organization that is in progress of re-vitalizing "post COVID".

There is also a settlement conference scheduled for June 4, 2022; is that virtual?

It is respectfully requested Plaintiff's motion returnable on May 26, 2022, be adjourned to a date in July or August, after the Settlement Conference, as the granting of the motion could impact, if not prejudice further efforts to resolve our financial lending.

Thank you.

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

---------- Forwarded message ---------
From: Leonid D. Krechmer <lkrechmer@[redacted]
Date: Tue, May 24, 2022 at 10:40 AM
Subject: RE: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)
To: OSCPart24@[redacted] <OSCPart24@[redacted]
Cc: thejklawoffice@[redacted] <thejklawoffice@[redacted]

Dear Clerk,

My firm represents plaintiffs in the referenced tax lien foreclosure action. Plaintiffs' motion for summary judgment and appointment of a referee is returnable on 5/26//22. Per Part's rules, attached is a motion submission form. Please note that a Foreclosure Settlement Conference is scheduled for 6/9/22.

Counsel for the appearing defendant is copied on this email. None of the other defendants have appeared, recorded their representation or provided email addresses to our office, except for NYC Dept. of Finance, which waived notice of this motion.

Thank you,

Leonid D. Krechmer | Of Counsel
Bronster, LLP
156 West 56th Street, Suite 902
New York, New York 10019
Direct Dial: [redacted]
Main: [redacted] **| Fax:** [redacted]
lkrechmer@[redacted] **| www.bronsterllp.com**

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EXHIBIT A81

QSCPART24

From:	J kasper <thejklawoffice@[redacted]
Sent:	Thursday, May 26, 2022 5:35 AM
To:	QSCPART24
Cc:	Leonid D. Krechmer
Subject:	NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)
Attachments:	columbus club sop.pdf

Good morning,
We represent Defendant Columbus Club of South Ozone Park, Inc. We are in the midst of paying off the lien, and as such are requesting an adjournment to avoid further court costs.

Counsel for Plaintiff is copied in on this email.

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

Please be CAREFUL when clicking links or opening attachments from external senders.

EXHIBIT A82

QSCPART24

From:	J kasper <thejklawoffice@[redacted]>
Sent:	Wednesday, June 29, 2022 4:31 PM
To:	QSCPART24
Cc:	Leonid D. Krechmer
Subject:	NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE

RE: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al.

Index No. 722187/2020

Motion – June 30, 2022

Good afternoon,

We represent Defendant Columbus Club of South Ozone Park, Inc. This matter was last on for a conference on June 9, 2022. At that point in time, we were discussing coming to a resolution regarding the lien. The matter was put over to July 28, 2022.

We humbly request the motion be adjourned to July 28th, to track the motion with the resolution part.

Counsel for Plaintiff is copied in on this email.

Janice Bar for Joseph F Kasper

Attorney at Law

105-30 Crossbay Boulevard

Ozone Park, New York 11417

[redacted]2179

cc: Leonid D. Krechmer lkrechmer@[redacted]

Please be CAREFUL when clicking links or opening attachments from external senders.

EXHIBIT A83

QSCPART24

From:	J kasper <thejklawoffice@[redacted]
Sent:	Thursday, September 1, 2022 5:18 AM
To:	QSCPART24
Cc:	krechmer@[redacted]
Subject:	NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20

Honorable Judge:

We represent the Columbus Club of South Ozone Park regarding Plaintiff's Motion for Summary Judgment, which is on for September 1, 2022. This venerable over 100 years old charitable institution is trying to emerge from the hard times it fell on, exasperated by the Pandemic. On August 31, 2022, our client received proposed forbearance agreements following direction at their last conference to contact Plaintiff's client, Tower, directly, and the conference was adjourned to October 11, 2022,. Said forbearance agreements need to be reviewed, and executed.
Kindly adjourn said Summary Judgment Motion to a date after the October 11, 2022, conference pending likely resolution.

Very truly yours,
William Shanahan
substituting for

Joseph F Kasper

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

Please be CAREFUL when clicking links or opening attachments from external senders.

EXHIBIT A84

QSCPART24

From: J kasper <thejklawoffice@[redacted]
Sent: Friday, September 2, 2022 4:53 PM
To: QSCPART24
Cc: Leonid D. Krechmer
Subject: NYCTL 2019-A Trust. et. al., v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC., et. al., Index No. 722187/20 (Bronster 304650.2430)
Attachments: Signed Stip to 10-27-22 (11794982xEECAF).pdf

Good afternoon,

Please see attached Stipulation.

Thank you

Janice Bar
Attorney at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

Please be CAREFUL when clicking links or opening attachments from external senders.

SUPREME COURT OF THE STATE OF NEW YORK
COIINTY OF QUEENS

----------x

NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust,

Plaintiff,

- against-

INDEX NO. 722187/2020

STIPULATION ADJOURNING MOTION

COLUMBUS CLUB OF SOUTH OZONE PARK, INC., FORECLOSURE NEW YORK CITY DEPARTMENT OF FINANCE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the names of the last 100 |as defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to of the designate fee owners, tenants or occupants of the liened premises and/or persons or parties having or claiming an interest in or a lien upon the liened premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and the assignees, lienors, creditors and successors in interest of them, and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendants.

----------x

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the Plaintiff and Defendant, Columbus Club of South Ozone Park, Inc, that the Plaintiffs motion currently returnable September 1, 2022, is hereby adjourned to October 27, 2022.

Dated: Ozone Park, New York
August 31, 2022

Leonid Krechmer

William D Shanahan

Leonid D. Krechmer | Of Counsel
Bronster, LLP
156 West 56th Street, Suite 902
New York, New York 10019
Direct Dial: [redacted]
Main: [redacted] Fax: [redacted]
lkrechmer@[redacted] | www.bronsterllp.com

Willaim D. Shanahan for Joseph F Kasper
Attorney for Columbus Club South Ozone Park
114 Old Country Road
Suite 200
Mineola, New York 11501
[redacted]2179 or [redacted]2500
thejklawoffice@[redacted]

EXHIBIT A85

Short Form Order

NEW YORK STATE SUPREME COURT, PART 24– QUEENS COUNTY

Present: HON. SALLY E. UNGER

----------X

Index No. 722187/2020

NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust,

Motion Date: 9/1/2022

Plaintiff,

-against-

SUA SPONTE ORDER

COLUMBUS CLUB OF SOUTH OZONE PARK, INC., NEW YORK CITY DEPARTMENT OF FINANCE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, NEW YORK CITY ENVIROMENTAL CONTROL BOARD, et al,

Defendants.

----------X

The Court, *sua sponte*, orders that no documents of any type, or further communication, shall be considered or accepted from or on behalf of the defendant Columbus Club Of South Ozone Park, Inc., until such time as there is a substitution of counsel and a notice of appearance are both served upon plaintiff and filed with the court.

Dated: October 4, 2022

SALLY E. UNGER, A.J.S.C.

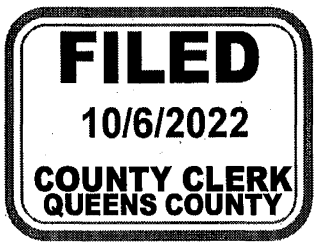

EXHIBIT A86

SUPREME COURT OF THE STATE OF NEW YORK
COIINTY OF QUEENS

----------x

NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust,

Plaintiff,

- against-

INDEX NO. 722187/2020

NOTICE OF APPEARANCE

COLUMBUS CLUB OF SOUTH OZONE PARK, INC., FORECLOSURE NEW YORK CITY DEPARTMENT OF FINANCE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD and "JOHN DOE No. 1" through "JOHN DOE No. 100" inclusive, the names of the last 100 |as defendants being fictitious, the true names of said defendants being unknown to plaintiff, it being intended to of the designate fee owners, tenants or occupants of the liened premises and/or persons or parties having or claiming an interest in or a lien upon the liened premises, if the aforesaid individual defendants are living, and if any or all of said individual defendants be dead, their heirs at law, next of kin, distributees, executors, administrators, trustees, committees, devisees, legatees, and the assignees, lienors, creditors and successors in interest of them, and generally all persons having or claiming under, by, through, or against the said defendants named as a class, of any right, title, or interest in or lien upon the premises described in the complaint herein,

Defendants.

----------x

PLEASE TAKE NOTICE that the Defendant, COLUMBUS CLUB OF SOUTH OZONE PARK, INC., hereby appears in this action by its attorney, William Shanahan, and that the undersigned has been retained as attorney for said Defendant, and hereby demands that all papers in this action be served at the email and post office address stated below.

Yours, etc.,

William D. Shanahan

William D. Shanahan
Attorney for Defendant
Columbus Club of South Ozone Park, Inc
114 Old Country Road
Mineola, New York 11501
[redacted]-2500

Date: Mineola, New York
October 8, 2022

cc: Joseph F Kasper

TO: **Leonid D. Krechmer | Of Counsel**

Bronster, LLP
156 West 56th Street, Suite 902
New York, New York 10019
Direct Dial: [redacted]
Main: [redacted] | Fax: [redacted]
lkrechmer@[redacted] www.bronsterllp.com

Honorable Sally E Unger
A.J.S.C.
Queens County Supreme Court
Queens County Supreme Court
Part 24
88-11 Sutphin Boulevard
Jamaica, New York 11434
QSCPart24[redacted]

EXHIBIT A87

NYSCEF Confirmation Notice

Queens County Supreme Court

The NYSCEF website has received an electronic filing on 10/11/2022 08:04 AM. Please keep this notice as a confirmation of this filing.

722187/2020

NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust, v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC. et al

Assigned Judge: Marguerite A. Grays

Documents Received on 10/11/2022 08:04 AM

Doc #	Document Type
42	NOTICE OF APPEARANCE (PRE RJI)

Filing User

JOSEPH F. KASPER | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

E-mail Service Notifications

An email regarding this filing has been sent to the following on 10/11/2022 08:04 AM:

JOSEF F. ABT - jabt@[redacted]
JOSEPH F. KASPER - thejklawoffice@[redacted]
LEONID D. KRECHMER - lkrechmer@[redacted]
MICHAEL H. RESNIKOFF - mresnikoff@[redacted]
BERNARD J. TORDESILLAS - tordesillasb@[redacted]

NYSCEF Confirmation Notice

Queens County Supreme Court

722187/2020

NYCTL 2019-A TRUST, and THE BANK OF NEW YORK MELLON as Collateral Agent and Custodian for the NYCTL 2019-A Trust, v. COLUMBUS CLUB OF SOUTH OZONE PARK, INC. et al

Assigned Judge: Marguerite A. Grays

Email Notifications NOT Sent

Role	Party	Attorney
Respondent	NEW YORK STATE DEPARTMENT OF TAXATION	No consent on record.
Respondent	NEW YORK CITY ENVIRONMENTAL CONTROL	No consent on record.
Respondent	and JOHN DOE No. 1 through JOHN DOE No. 100	No consent on record.
Respondent	distributees, executors, administrators, trustees,	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

EXHIBIT A88

[redacted] - Queens County Supreme Court

Short Caption: S[redacted] S[redacted] v. L[redacted] S[redacted]
Case Type: **Matrimonial - Uncontested**
Case Status: **Active**
eFiling Status: **Partial Participation Recorded**
Assigned Judge: **Zenith Taylor**

E-mail Participating Parties | Edit Case | Add Comment | Add Hearing

Document Number: **1**
Document Type:
SUMMONS
Status: **Processed**
Filer: **Kasper, J.**
Received Date: **01/20/2022 12:29 AM**
Filed Date: **01/20/2022 12:29 AM**
Acknowledgements recorded by Kasper, J. on filing page on 01/20/2022 12:29 AM

Index Fee: **$210.00**
Date Paid: **01/20/2022**
Method: **VISA/MC**
Transaction Id: **200122EBF-00DF8653-70F0-4836-BD85-CC5BC3CB74B4**
Authorization Code: **032955**

*Credit Card Service Fee (Non-Refundable): **$6.28***
*Transaction Id: **200122EBF-DF1F2064-5E38-4013-975E-7259DE07AD0C***
*Authorization Code: **032954***
***NOTE:** The Credit Card Service Fee applies to 1 transaction, therefore it may have been applied to multiple filings*

Routing Complete

Step	Group	Completed	Action
1 - Assign Claim/Index No.	QUEENS CC1	1/20/2022 by jwhite1@[redacted]	

E-Mail Service Notifications sent on 01/20/2022 12:29 AM

Attorney	Email
JOSEPH F. KASPER	thejklawoffice@[redacted]

NOTE: There may be parties in this case who haven't "opted out" or recorded their participation. See case details tab.

UNCONTESTED MATRIMONIAL
REQUEST FOR JUDICIAL INTERVENTION

UD-13
(rev. 02/01/2022)

Supreme COURT, COUNTY OF Queens

Index No: [redacted] **Date Index Issued:** 01/20/2022

For Court Use Only:
IAS Entry Date
Judge Assigned
RJI Filed Date

CAPTION: Enter the complete case caption. Do not use et al or et ano.

S[redacted] S[redacted]

Plaintiff

-against-

L[redacted] S[redacted]

Defendant

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for every question and enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons with notice been filed?	☒	☐	If yes, date filed: 01/20/2022
Has a summons and complaint or summons with notice been served?	☒	☐	If yes, date served: 01/29/2022
Are there children of the marriage under the age of 18?	☐	☒	If yes, complete and attach the **MATRIMONIAL RJI Addendum (UCS-840M).**

NATURE OF JUDICIAL INTERVENTION (check all that apply):

- ☐ Note of Issue (***NOTE:*** *Check this box if you are filing for an Uncontested Divorce and are submitting the required forms/documents.*)
- ☐ Poor Person Application
- ☐ Ex Parte Application for Alternate Service
- ☐ Other *(specify)*: _____

PARTIES: If a party does not have an attorney, check the "Un-Rep" box and enter the party's address, phone and email.

Un-Rep	Parties List party names.	Attorneys and/or Unrepresented Litigants Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address.	Issue Joined (Y/N):
☐	**Role: PLAINTIFF** Name: S[redacted] S[redacted]	JOSEPH KASPER, OFFICES OF JOSEPH F. KASPER, 10530 CROSSBAY BLVD , OZONE PARK, NY 11417, thejklawoffice@g[redacted]	N/A
☒	**Role: DEFENDANT** Name: S[redacted], L[redacted]	[redacted]	YES

RELATED CASES: List any related cases, include any related criminal or Famly Court cases. If none, leave blank.

Case Title	Index/Case Number	Court	Judge (If assigned)	Relationship to Instant case

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 08/04/2022

JOSEPH F. KASPER
SIGNATURE

1938133
ATTORNEY REGISTRATION NUMBER

JOSEPH F. KASPER
PRINT NAME

This form was generated by NYSCEF

EXHIBIT A89

NYSCEF - New York State Courts Electronic Filing (Live System)

[redacted] - Queens County Supreme Court

EXHIBIT A90

Short Caption: S[redacted] S[redacted] **v.** L[redacted] S[redacted]
Case Type: **Matrimonial - Uncontested**
Case Status: **Active**
eFiling Status: **Partial Participation Recorded**
Assigned Judge: **Zenith Taylor**

Full Caption
S[redacted] S[redacted] v. L[redacted] S[redacted]

Plaintiffs/Petitioners

Name	Consented By
S[redacted] S[redacted]	KASPER, JOSEPH F. on 04/17/2023 HON. JOSEPH F. KASPER JUDGE QUEENS CO. CRIMINAL COURT

Defendants/Respondents

Name	Consented By
L[redacted] S[redacted]	*none recorded*

NYSCEF - New York State Courts Electronic Filing (Live System)

*<< Return to **Search Results***

[redacted] - Queens County Supreme Court

Short Caption: S[redacted] S[redacted] v. L[redacted] S[redacted]
Case Type: **Matrimonial - Uncontested**
Case Status: **Active**
eFiling Status: **Partial Participation Recorded**
Assigned Judge: **Zenith Taylor**

Document Type: Please select... Filed By:

Please select...

Motion Info: Please select... Filed Date:

thru

Document Number:

Display Document List with Motion Folders

Sort By: Doc #

#	Document	Filed By	Status
1	SUMMONS	Kasper, J. Filed: 01/20/2022 *Received: 01/20/2022*	**Processed**
2	COMPLAINT	Kasper, J. Filed: 01/20/2022 *Received: 01/20/2022*	**Processed**
3	NOTICE CONCERNING CONTINUATION OF HEALTH CARE COVERAGE	Kasper, J. Filed: 01/20/2022 *Received: 01/20/2022*	**Processed**
4	NOTICE OF AUTOMATIC ORDERS	Kasper, J. Filed: 01/20/2022 *Received: 01/20/2022*	**Processed**
5	MAINTENANCE GUIDELINES WORKSHEET	Kasper, J. Filed: 01/20/2022 *Received: 01/20/2022*	**Processed**
6	AFFIDAVIT OF DEFENDANT	Court User Filed: 07/28/2022 *Received: 07/28/2022*	**Processed**
7	ORDER (PROPOSED)	Kasper, J. Filed: 08/04/2022 *Received: 08/04/2022*	**Processed**
8	RJI -RE: UNCONTESTED MATRIMONIAL ACTION	Kasper, J. Filed: 08/04/2022 *Received: 08/04/2022*	**Processed**
9	JUDGMENT OF DIVORCE (PROPOSED)	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
10	AFFIDAVIT	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
11	AFFIDAVIT OF PLAINTIFF	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
12	PART 130 CERTIFICATION	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
13	AFFIRMATION (AFFIDAVIT) OF REGULARITY	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
14	FINDINGS OF FACT/CONCLUSION OF LAW (PROPOSED)	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
15	AFFIDAVIT	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
16	CERTIFICATE OF DISSOLUTION	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
17	NOTICE OF APPEARANCE (POST RJI)	Kasper, J. Filed: 04/17/2023 *Received: 04/17/2023*	**Processed**
18	NOTE OF ISSUE *Corrected*	Kasper, J. Filed: 04/17/2023 *Received: 05/05/2023*	**Processed**
19	NOTICE OF MOTION (Motion #1) *Corrected*	Kasper, J. Filed: 04/28/2023 *Received: 05/05/2023*	**Processed**
20	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION (Motion #1)	Kasper, J. Filed: 04/28/2023 *Received: 04/28/2023*	**Processed**
21	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION (Motion #1)	Kasper, J. Filed: 04/28/2023	**Processed**

EXHIBIT A91

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

S[redacted] S[redacted] INDEX NO. [redacted]

Plaintiff, NOTICE OF APPEARANCE

- against –

L[redacted] S[redacted],

Defendant.

----------x

PLEASE TAKE NOTICE that the Plaintiff, S[redacted] S[redacted] ,hereby appears in this action by her attorney, Michael Mossa, and that the undersigned has been retained as attorney for said Plaintiff, and hereby demands that all papers in this action be served at the email and post office address stated below.

Yours, etc.,
Michael Mossa
Attorney for Plaintiff
Mossa & Associat4es
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

Dated: February 16, 2022
Ozone Park, New York

NYSCEF

Queens County Supreme Court

Document List

Index # [redacted]

EXHIBIT A92

Created on:07/09/2024 01:10 PM

Case Caption: **S[redacted] S[redacted] v. L[redacted] S[redacted]**

Judge Name: **Zenith Taylor**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS	Processed	01/20/2022	Kasper, J.
2	COMPLAINT	Processed	01/20/2022	Kasper, J.
3	NOTICE CONCERNING CONTINUATION OF HEALTH CARE COVERAGE	Processed	01/20/2022	Kasper, J.
4	NOTICE OF AUTOMATIC ORDERS	Processed	01/20/2022	Kasper, J.
5	MAINTENANCE GUIDELINES WORKSHEET	Processed	01/20/2022	Kasper, J.
6	AFFIDAVIT OF DEFENDANT	Processed	07/28/2022	Court User
7	ORDER (PROPOSED)	Processed	08/04/2022	Kasper, J.
8	RJI -RE: UNCONTESTED MATRIMONIAL ACTION	Processed	08/04/2022	Kasper, J.
9	JUDGMENT OF DIVORCE (PROPOSED)	Processed	04/17/2023	Kasper, J.
10	AFFIDAVIT	Processed	04/17/2023	Kasper, J.
11	AFFIDAVIT OF PLAINTIFF	Processed	04/17/2023	Kasper, J.
12	PART 130 CERTIFICATION	Processed	04/17/2023	Kasper, J.
13	AFFIRMATION (AFFIDAVIT) OF REGULARITY	Processed	04/17/2023	Kasper, J.
14	FINDINGS OF FACT/CONCLUSION OF LAW (PROPOSED)	Processed	04/17/2023	Kasper, J.
15	AFFIDAVIT	Processed	04/17/2023	Kasper, J.
16	CERTIFICATE OF DISSOLUTION	Processed	04/17/2023	Kasper, J.
17	NOTICE OF APPEARANCE (POST RJI)	Processed	04/17/2023	Kasper, J.
18	NOTE OF ISSUE - *Corrected*	Processed	05/05/2023	Kasper, J.
19	NOTICE OF MOTION - *Corrected*	Processed	05/05/2023	Kasper, J.
20	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Processed	04/28/2023	Kasper, J.
21	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION	Processed	04/28/2023	Kasper, J.

EXHIBIT A93

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

S[redacted] S[redacted] INDEX NO. [redacted]

Plaintiff, NOTE OF ISSUE

- against –

L[redacted] S[redacted],

Defendant.

----------x

1. No trial

2. Filed by Plaintiff's Attorney

3. Date Summons Filed: January 20, 2022

4. Date Summons Served: January 27, 2022

5. Date Issue Joined: July 28, 2022

6. Nature of Action: Uncontested Divorce

7. Relief Requested: Absolute Divorce

8. MICHAEL MOSSA
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
Phone[redacted]-2179
Fax: [redacted]- 5314

9. L[redacted] S[redacted]
Defendant Pro se
[redacted]

EXHIBIT A94

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[redacted]

S[redacted] S[redacted] v. L[redacted] S[redacted]

Documents Received on 04/17/2023 04:18 PM

Doc #	Document Type	Control #	Motion #	Fee
18	NOTE OF ISSUE			$125.00
			*Credit Card Service Fee:**	+ $3.74
			Total Fee	**$128.74**

Payment Information

Generated Receipt #:	0004363423
Payment Type:	**VISA/MC**
Date Paid:	**04/17/2023**
Filing Fee:	**$125.00 (Authorization Code: 051825)**
Credit Card Service Fee:*	**$3.74 (Authorization Code: 051824)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court

Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

EXHIBIT A95

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

S[redacted] S[redacted] INDEX NO. [redacted]

Plaintiff, NOTICE OF MOTION

- against –

L[redacted] S[redacted],

Defendant.

----------x

PLEASE TAKE NOTICE that, upon the affidavit of S[redacted] S[redacted], sworn to January 17, 2022, and the affirmation of Michael Mossa dated January 24, 2022, and the exhibits thereto, plaintiff S[redacted] S[redacted]. will move this Court at the Motion Support Courtroom, Room _____, 88-11 Sutphin Boulevard, Jamaica, New York, 11435, on May 16, 2023, at 9:30 o'clock a.m., or as soon thereafter as counsel can be heard, for an order pursuant to C.P.L.R. 2001 to correct the misspelling of Plaintiff's name;

Dated: Ozone Park, New York
January 24, 2022

s/ *Michael Mossa*
Attorney for Plaintiff
Mossa & Associat4es
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

EXHIBIT A96

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

S[redacted] S[redacted] INDEX NO. [redacted]

Plaintiff,

AFFIDAVIT IN SUPPORT OF PLAINTIFF'S MOTION

- against –

L[redacted] S[redacted],

Defendant.

----------x

NEW YORK STATE) ss: COUNTY OF QUEENS)

S[redacted] S[redacted], being duly sworn, deposes and says

1. I am the Plaintiff in the above-captioned matter, and am fully familiar with the facts and circumstances.

2. I make this affidavit in support of my motion to change the spelling of my name. The correct spelling of my name is S[redacted] S[redacted]

s/ [redacted]
Plaintiff

Sworn to before me this
17th day of January 2022
s/ E Janice Bar
Notary Public

E Janice Bar
Notary Public, State of New York
No. 01BA5079779
Qualified in Nassau County
Commission Expires June 6, 2023

NYSCEF Payment Receipt

Queens County Supreme Court

EXHIBIT A97

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[redacted]

S[redacted] S[redacted] v. L[redacted] S[redacted]

Documents Received on 04/28/2023 03:11 PM

Doc #	Document Type	Control #	Motion #	Fee
19	NOTICE OF MOTION			$45.00
			*Credit Card Service Fee:**	+ $1.35
			Total Fee	**$46.35**

Payment Information

Generated Receipt #:	0004407751
Payment Type:	**VISA/MC**
Date Paid:	**04/28/2023**
Filing Fee:	**$45.00 (Authorization Code: 041147)**
Credit Card Service Fee:*	**$1.35 (Authorization Code: 041146)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court
Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

NYSCEF
Queens County Supreme Court

Document List
Index # [redacted]

EXHIBIT A98

Created on:10/31/2023 10:35 AM

Case Caption: P[redacted] R[redacted] v. M[redacted] R[redacted]
Judge Name: **Zenith Taylor**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS WITH NOTICE	Processed	01/24/2023	Kasper, J.
2	COMPLAINT	Processed	01/24/2023	Kasper, J.
3	NOTICE OF AUTOMATIC ORDERS	Processed	01/24/2023	Kasper, J.
4	NOTICE CONCERNING CONTINUATION OF HEALTH CARE COVERAGE	Processed	01/24/2023	Kasper, J.
5	NOTICE OF GUIDELINE MAINTENANCE	Processed	01/24/2023	Kasper, J.
6	AFFIDAVIT OF DEFENDANT	Processed	05/02/2023	Kasper, J.
7	AFFIDAVIT OF PLAINTIFF	Processed	05/02/2023	Kasper, J.
8	JUDGMENT OF DIVORCE (PROPOSED)	Processed	05/02/2023	Kasper, J.
9	PART 130 CERTIFICATION	Processed	05/02/2023	Kasper, J.
10	FINDINGS OF FACT/CONCLUSION OF LAW (PROPOSED)	Processed	05/02/2023	Kasper, J.
11	NOTE OF ISSUE - *Corrected*	Processed	05/04/2023	Kasper, J.
12	RJI (AMENDED)	Processed	05/02/2023	Kasper, J.
13	AFFIRMATION / AFFIDAVIT OF REGULARITY	Processed	05/02/2023	Kasper, J.
14	NOTICE OF SETTLEMENT W/PROPOSED JDGMT/COUNTER JDGMT	Processed	05/02/2023	Kasper, J.
15	NOTICE OF SETTLEMENT W/PROPOSED ORDER/COUNTER ORDER	Processed	05/02/2023	Kasper, J.
16	RJI -RE: UNCONTESTED MATRIMONIAL ACTION	Processed	05/02/2023	Kasper, J.
17	CERTIFICATE OF DISSOLUTION	Processed	05/04/2023	Kasper, J.

EXHIBIT A99

[redacted] - Queens County Supreme Court

Short Caption: [redacted]
Case Type: **Matrimonial - Uncontested**
Case Status: **Disposed**
eFiling Status: **Partial Participation Recorded**
Assigned Judge: **Zenith Taylor**

E-mail Participating Parties | Edit Case | Add Comment | Add Hearing

Document Number: **1**
Document Type:
SUMMONS WITH NOTICE
Status: **Processed**
Filer: **Kasper, J.**
Received Date: **01/24/2023 12:12 AM**
Filed Date: **01/24/2023 12:12 AM**
Acknowledgements recorded by Kasper, J. on filing page on 01/24/2023 12:12 AM

Index Fee: **$210.00**
Date Paid: **01/24/2023**
Method: **VISA/MC**
Transaction Id: **240123O3B-68A5AFF9-A5D4-4EB2-8DEE-D8B2A408E4FC**
Authorization Code: **023692**

*Credit Card Service Fee (Non-Refundable): **$6.28***
*Transaction Id: **240123O3B-9B9354E6-2458-4B20-AE9F-147A6C796D3F***
*Authorization Code: **023033***
***NOTE:** The Credit Card Service Fee applies to 1 transaction, therefore it may have been applied to multiple filings*

Routing Complete

Step	Group	Completed	Action
1 - Assign Claim/Index No.	QUEENS CC1	1/24/2023 by rwojciec@[redacted]	

E-Mail Service Notifications sent on 01/24/2023 12:12 AM

Attorney	Email
JOSEPH F. KASPER	thejklawoffice@[redacted]

NOTE: There may be parties in this case who haven't "opted out" or recorded their participation. See case details tab.

FILED: QUEENS COUNTY CLERK 05/02/2023 03:21 PM INDEX NO. [redacted]
NYSCEF DOC. NO. 9 RECEIVED NYSCEF: 05/02/2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

P[redacted] R[redacted], INDEX NO. [redacted]

Plaintiff,

PART 130 CERTIFICATION

-against -

M[redacted] R[redacted],

Defendant.

----------x

CERTIFICATION: I hereby certify that all of the papers that I have served, filed or submitted to the court in this divorce action are not frivolous as defined in subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator of the Courts.

Dated: South Ozone Park, New York
April 17, 2023

s/P[redacted] R[redacted]
P[redacted] R[redacted]
Plaintiff
133-15 116 Street
South Ozone Park, New York 11420
[redacted] 2179
email: ozlegalwiz@[redacted]

FILED: QUEENS COUNTY CLERK 05/02/2023 03:21 PM INDEX NO. [redacted]

NYSCEF DOC. NO. 12 RECEIVED NYSCEF: 05/02/2023

EXHIBIT A101

UNCONTESTED MATRIMONIAL
REQUEST FOR JUDICIAL INTERVENTION

(rev.03/01/2022)

SUPREME COURT, COUNTY OF QUEENS

Index No: [redacted] Date Index Issued: 01/24/2023

For Court Use Only:
IAS Entry Date
Judge Assigned
RJI Filed Date

CAPTION: Enter the complete case caption. Do not use et al or et ano.

P[redacted] R[redacted]
Plaintiff

-against-

M[redacted] R[redacted]
Defendant

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for every question and enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons with notice been filed?	◉	○	If yes, date filed: 01/24/2023
Has a summons and complaint or summons with notice been served?	◉	○	If yes, date served: 02/09/2023
Are there children of the marriage under the age of 18?	○	◉	If yes, complete and attach the MATRIMONIAL RJI Addendum (UCS-840M).

NATURE OF JUDICIAL INTERVENTION (check all that apply):

- ☑ Note of Issue (*NOTE: Check this box if you are filing for an Uncontested Divorce and are submitting the required forms/documents.*)
- ☐ Poor Person Application
- ☐ Ex Parte Application for Alternate Service
- ☐ Other (specify): _____

PARTIES: If a party does not have an attorney, check the "Un-Rep" box and enter the party's address, phone and email.

Un-Rep	Parties: List party names	Attorneys and/or Unrepresented Litigants: Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address.	Issue Joined (Y/N):
☑	**Role: PLAINTIFF** R[redacted] Last Name P[redacted] First Name [redacted] Middle Name / Suffix	P[redacted] First Name; R[redacted] Last Name Firm Name (if applicable) [redacted] Street Address; [redacted] City; [redacted] State; [redacted] Zip [redacted]-2179 Phone; ozlegalwiz@[redacted] Email	N/A
☑	**Role: DEFENDANT** [redacted] R[redacted] Last Name M[redacted] First Name [redacted] Middle Name / Suffix	M[redacted] First Name; [redacted] R[redacted] Last Name Firm Name (if applicable) [redacted] Street Address; [redacted] City; [redacted] State; [redacted] Zip Phone; Email	◉ YES ○ NO

RELATED CASES: List any related cases, include any related criminal or Family Court cases. If none, leave blank.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 04/18/2023

Signature

Attorney Registration Number

P[redacted] R[redacted]
Print Name

EXHIBIT A102

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[redacted]

P[redacted] R[redacted] v. M[redacted] R[redacted]

Documents Received on 05/02/2023 03:21 PM

Doc #	Document Type	Control #	Motion #	Fee
11	NOTE OF ISSUE			$125.00
			*Credit Card Service Fee:**	+ $3.74
			Total Fee	**$128.74**

Payment Information

Generated Receipt #:	0004418190
Payment Type:	**VISA/MC**
Date Paid:	**05/02/2023**
Filing Fee:	**$125.00 (Authorization Code: 002460)**
Credit Card Service Fee:*	**$3.74 (Authorization Code: 002072)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court
Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

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Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

EXHIBIT A103

SUPREME COURT OF THE STATE OF NEW YORK
County of Queens, Residential Foreclosure Part

Index Number: 724803/2021

IAS Justice:

Residential Foreclosure Conference Order

1900 CAPITAL TRUST III,

Plaintiff(s),

-against-

MANCK, JOANN et al

Defendant(s).

A Residential Foreclosure Conference having been scheduled / held before the undersigned today, and the following parties having appeared :

ROSS EISENBERG LAW PLLC , counsel for plaintiff(s), and
Plaintiff

Janice Bar for Michael Mossa, Esq. , counsel for defendant(s).
Defendant(s)

☐ This case does not meet the criteria of the Residential Foreclosure Part.

☑ This case meets the criteria of the Residential Foreclosure Part.

- ☐ This case has been settled.
- ☑ This case has not been settled and plaintiff may proceed with the action.
- ☐ Defendant(s), although on notice of today's conference date by way of this court's letter/conference dated _____, failed to appear.

☑ Other The defendant does not wish to engage in loss mitigation and wants to litigate. Case released from settlement conference part.

Index Number: 724803/2021

IT IS HEREBY ORDERED:

☑ This action is scheduled for a preliminary conference on April 10, 2023.

☐ Plaintiff is directed to appear at a virtual status conference on _____ at 11:00am in a Microsoft Teams meeting, for proof of compliance with this order.

☐ Plaintiff is directed to file a Foreclosure Affirmation/Certificate of Merit pursuant to Administrative Order 208/13 by said status conference date.

☐ Plaintiff is directed to file an application seeking an Order of Reference by said status conference date.

☐ Plaintiff is directed to file an application seeking a Judgment of Foreclosure & Sale by said status conference date.

☐ Plaintiff is directed to serve and file a Note of Issue and Certificate of Readiness within 30 days of the date of this order and serve a copy on the Foreclosure Conference Part in Room 22A.

☐ Plaintiff shall file a stipulation of discontinuance with the County Clerk and serve a copy of such discontinuance upon the defendant homeowner within 90 days after any settlement agreement or loan modification is fully executed.

IT IS HEREBY ORDERED, that failure to comply with the terms of this order may result in the dismissal of this action without prejudice.

So Ordered:

Dated: March 7, 2023

Daniel S Gordon
DANIEL S. GORDON, ESQ.
Court Attorney-Referee

EXHIBIT A104

FILED: QUEENS COUNTY CLERK 10/17/2023 03:11 PM INDEX NO. 724803/2021
NYSCEF DOC. NO. 49 RECEIVED NYSCEF: 10/17/2023

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF QUEENS

----------x

1900 CAPITAL TRUST III, BY U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CERTIFICATE TRUSTEE,

Index No.: 724803/2021

Plaintiff,

JOANN MANCK, INDIVIDUALLY AND AS THE HEIR AND DISTRIBUTEE OF THE ESTATE OF WILLIAM MANCK, UNKNOWN HEIRS OF THE ESTATE OF WILLIAM MANCK, NEW YORK STATE DEPARTMENT OF TAXATION AND \ FINANCE, UNITED STATES OF AMERICA (EASTERN DISTRICT), NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, COMMISSIONER OF SOCIAL SERVICES OF THE CITY OF NEW YORK SOCIAL SERVICES DISTRICT, THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF INDYMAC FEDERAL BANK, F.S.B. and JOHN AND JANE DOE, the names of the last two defendants being fictitious, the true names unknown to the Plaintiff and are intended to be parties in possession of any part of the mortgaged premises, if any,

Defendants.

----------x

MICHAEL MOSSA, an attorney duly admitted to practice law in the State of New York, affirms the following to be true under the penalty of perjury.

That I represent the Defendants, JOANN MANCK, INDIVIDUALLY AND AS THE HEIR AND DISTRIBUTEE OF THE ESTATE OF WILLIAM MANCk. The above matter is on for Monday, July 10, 2023, in the Compliance Conference Part. I am requesting a short adjournment until September 18, 2023, as I am having respiratory issues, which are related to long COVID.

Duly affirmed to July 6, 2023
Ozone Park, New York

s/ *Michael Mossa*

Michael Mossa
Attorney for Defendants Manck
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179
email: ozlegalwiz@[redacted]

cc: Law Office of Rajan Patel, by Rajan Patel, Esq.,
257 South Middletown Road, 2nd Floor,
Nanuet, New York
[redacted]
E-mail address: raj@[redacted]

EXHIBIT A105

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

707975/2014

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2004-2 - v. - ANDRES GALLO et al

Documents Received on 06/01/2022 09:19 PM

Doc #	Document Type	Control #	Motion #	Fee
210	NOTICE OF MOTION			$45.00
			*Credit Card Service Fee:**	+ $1.35
			Total Fee	**$46.35**

Payment Information

Generated Receipt #:	0003345978
Payment Type:	**AMERICAN EXPRESS**
Date Paid:	**06/01/2022**
Filing Fee:	**$45.00 (Authorization Code: 563001)**
Credit Card Service Fee:*	**$1.35 (Authorization Code: 840001)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
10530 Crossbay Blvd, Ozone Park, NY 11417

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court

Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

EXHIBIT A106

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

707975/2014

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2004-2 - v. - ANDRES GALLO et al

Documents Received on 09/07/2022 05:53 PM

Doc #	Document Type	Control #	Motion #	Fee
219	NOTICE OF MOTION			$45.00
			*Credit Card Service Fee:**	+ $1.35
			Total Fee	**$46.35**

Payment Information

Generated Receipt #:	0003639820
Payment Type:	**VISA/MC**
Date Paid:	**09/07/2022**
Filing Fee:	**$45.00 (Authorization Code: 007687)**
Credit Card Service Fee:*	**$1.35 (Authorization Code: 007796)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court
Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

EXHIBIT A107

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

HSBC BANK OF USA, NATIONAL ADSSOCIATION AS TRUSTEE, FOR WELLS FARGO HOME EQUITY ASSETT-BACKED SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BASCKED CERTIFICATES, SERIES 2004-2,

INDEX NO. 707975/2014

Plaintiff,

- against -

NOTICE OF MOTION TO CONFIRM REFEREE'S REPORT OF SALE AND DISBURSE SURPLUS MONIES

ANDREA GALLO, MARSHA CINDY BALKISSOON, ERGONOMIC GOUP INC., STATE OF NEW YORK, CITY OF NEW YORK, ENVIRONMENTAL CONTROL BOARD, CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION, PARKING VIOLATIONS BUREAU, and CINDY MICUCCI,

Defendants.

----------x

PLEASE TAKE NOTE, that upon the annexed Report of Sale of Ned R. Kassman, Esq., Referee, dated April 16, 2019, and filed in the Office of the Clerk of the County of Queens on of Queens on May 14, 2019, upon the Affirmation of Michael Mossa, Esq for Joseph F Kasper, Esq, in Support of Defendant's, Masha Cindy Balkissoon, Motion to Confirm Referee's Report of Sale and for Reference in Surplus Money Proceeding, dated August 31, 2022, upon the receipt of payment of the Clerk of the County of Queens, dated December 30, 2019, showing that the surplus monies in the total sum of $103, 168.26, has been paid into Court, upon the Certificate of the Clerk of the County of Queens, dated January 6, 2020, specifying no exceptions to the Referee's Report of Sale, and upon the Certificate of the Clerk of the County of Queens, dated January 6, 2020, specifying no notices of claim to the surplus monies, and upon all other papers and proceedings heretofore filed and had herein, Defendant, Marsha Cindy Balkissoon, through her undersigned counsel, will move this Court at IAS Part 42 before the Honorable Maurice E Mur, st the Queens County Supreme

Court of the State of New York located at 25-10 Court Square, Long Island City, New York 1110, Room 201, at 10:00 a.m. on the 29th day of September 2022, or as soon thereafter as counsel may be heard, for an entry of an Order Confirming the Referee's Report of Sale and directing the Department of Finance of the City of New York to distribute surplus monies in the amount of One Hundred Three Thousand One Hundred Sixty-Eight Dollars and Twenty-six Cents ($103,168.26), less any fees due to the Clerk or Department of Finance, to Defendant, Marsha Cindy Balkissoon; and for such other and further relief, as this Court may deem just and proper.

Dated: Queens, New York
August 31, 2022

Michael Mossa
for Joseph F Kasper
Attorney for Defendants
Marsha Cindy Balkissoon, Andre Gallo, and Cindy Micucci
10530 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179
thejklawoffice@[redacted]

TO: Woods Oviati Gilman
Attorneys for Plaintiff
700 Crossroads Building
2 State Street
Rochester, New York 14614
jnutter@[redacted]

Ergonomic Group Inc
609-3 Cantiague Road
Westbury, New York 11590

Sate of New York
Capital Building\
Albany, New York 12224

The City of New York Environmental Control Board
1250 Broadway – 12th Floor
New York, New York 10001

New York City Department of Transportation
Parking Violations
100 Church Street
New York, New York 10007

EXHIBIT A108

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

J[redacted] A[redacted],

Plaintiff,

- against -

K[redacted] S[redacted],

Defendant.

----------x

INDEX NO. [redacted]

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE, that the annexed Proposed Judgment of Divorce of which the within is a true copy, will be presented for signature in the Supreme Court Clerk's Office at 88-11 Sutphin Boulevard, Jamaica, New York 11435, on OCT. 24, 2022.

Dated: Ozone Park, New York
OCT. 11, 2022

Joseph T. Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179
thejklawoffice@[redacted]

TO: PITCHAYAN & ASSOCIATES P C
Attorney for Defendant
72-30 Broadway – 3rd Floor
Jackson Heights, New York 11372
[redacted]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

J[redacted] A[redacted], INDEX NO. [redacted]

Plaintiff,

NOTICE OF SETTLEMENT

- against -

K[redacted] S[redacted],

Defendant.

----------x

PLEASE TAKE NOTICE, that the annexed Proposed Finding of Fact and Conclusions of Law, of which the within is a true copy, will be presented for signature in the Supreme Court Clerk's Office at 88-11 Sutphin Boulevard, Jamaica, New York 11435, on OCT 14, 2022.

Dated: Ozone Park, New York
Oct 11, 2022

Joseph F Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]0 2179
thejklawoffice@[redacted]

TO: PITCHAYAN & ASSOCIATES P C
Attorney for Defendant
72-30 Broadway – 3rd Floor
Jackson Heights, New York 11372
[redacted]

At a Matrimonial Part 52 of
New York State Supreme Court
at the Courthouse located at 88-11
Sutphin Boulevard, Jamaica, New
York, in Queens County, on
_____, 202

Present: Hon. , Justice

---x

J[redacted] A[redacted], INDEX NO. [redacted]

Plaintiff

- against - JUDGMENT OF DIVORCE

K[redacted] S[redacted],

Defendant.

---x

This action was submitted to this court for consideration this _____ day of _____

The Defendant was served personally February 24, 2020 within the State of New York.

Plaintiff presented a Verified Complaint and an Affidavit of Plaintiff consisting of the facts of the matter.

The Defendant appeared and waived his rights, and neither admitting nor denying the allegations in the complaint and consenting to the entry of judgment.

The Court accepted written proof of non-military status.

The Plaintiff's address is [redacted]07, and social security number is [redacted]. The Defendant's address [redacted], and social security number is: [redacted]..

NOW, on motion of JOSEPH F. KASPER, attorney for Plaintiff, it is

ORDERED AND ADJUDGED that the application of Plaintiff is hereby granted to dissolve the marriage between J[redacted] A[redacted], Plaintiff and K[redacted] S[redacted], Defendant, by reason of :the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months pursuant to D R L § 170 (7).

The requirements of D R L § 240 (a-1) have been met and the Court having considered the results of said inquires, it is .

ORDERED AND ADJUDGED, that there is no request for maintenance, and it is further

ORDERED AND ADJUDGED, that both parties are authorized to resume the use of any prior surname, and it is further

ORDERED AND ADJUDGED, that Plaintiff is authorized to resume use of the prior surname: A[redacted]. and it is further

ORDERED AND ADJUDGED, that the Defendant shall be served with a copy of this judgment, with notice of entry by the Plaintiff, within 21 days of such entry.

Dated: _____

_____
J.S.C.

EXHIBIT A109

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[redacted]

J[redacted] A[redacted] v. K[redacted] S[redacted]

Documents Received on 10/12/2022 09:22 PM

Doc #	Document Type	Control #	Motion #	Fee
9	STIPULATION - SETTLEMENT (PRE RJI)			$35.00
			*Credit Card Service Fee:**	+ $1.05
			Total Fee	**$36.05**

Payment Information

Generated Receipt #:	0003751235
Payment Type:	**VISA/MC**
Date Paid:	**10/12/2022**
Filing Fee:	**$35.00 (Authorization Code: 012635)**
Credit Card Service Fee:*	**$1.05 (Authorization Code: 012338)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

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Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court

Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

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NYSCEF
Queens County Supreme Court

Document List
Index # [redacted]

EXHIBIT A110

Created on:10/31/2023 10:27 AM

Case Caption: J[redacted] A[redacted] v. K[redacted] S[redacted]
Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	COUNTY CLERK MINUTES -PRIOR TO CONVERSION	Processed	12/10/2021	Court User
2	LETTER / CORRESPONDENCE TO JUDGE LETTER APPLICATION SIGNED	Processed	12/10/2021	Court User
3	JUDGMENT OF DIVORCE (PROPOSED)	Processed	10/12/2022	Kasper, J.
4	AFFIDAVIT OF SERVICE BY MAIL OF JUDGMENT OF DIVORCE AND NOTICE OF ENTRY (MAT PILOT ONLY)	Processed	10/12/2022	Kasper, J.
5	NOTICE OF SETTLEMENT W/PROPOSED JDGMT/COUNTER JDGMT	Processed	10/12/2022	Kasper, J.
6	FINDINGS OF FACT/CONCLUSIONS OF LAW (PROPOSED)	Processed	10/12/2022	Kasper, J.
7	NOTICE OF SETTLEMENT W/PROPOSED ORDER/COUNTER ORDER	Processed	10/12/2022	Kasper, J.
8	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	10/12/2022	Kasper, J.
9	STIPULATION - SETTLEMENT (PRE RJI)	Processed	10/12/2022	Kasper, J.
10	AFFIDAVIT OF PLAINTIFF	Processed	10/12/2022	Kasper, J.
11	PART 130 CERTIFICATION	Processed	10/12/2022	Kasper, J.
12	CERTIFICATE OF DISSOLUTION	Processed	10/12/2022	Kasper, J.
13	RJI -RE: UNCONTESTED MATRIMONIAL ACTION	Processed	10/12/2022	Kasper, J.
14	AFFIRMATION / AFFIDAVIT OF REGULARITY	Processed	10/13/2022	Kasper, J.

EXHIBIT A111

From: J kasper <theiklawoffice@[redacted]>
Sent: Friday, February 04, 2022 10:15 AM
To: Falletta, Michael <mfall@[redacted]
Cc: QSCPART20 <qscpart20@[redacted]>; David Levy <dlevy@[redacted]>
Subject: [External] Re: 712444/2019 NATALIA BOIKO v. PATRICK KHAN et al Our File No.: 0559496046.1

The Law Office of Joseph F Kasper represents the Defendant

Patrick Kahn. We do NOT have a link to the compliance

conference.

Could you please send us one.

Thank you.

Attorney at Law

105-30 Crossbay Boulevard

Ozone Park, New York 11417

[redacted] 2179

responsibility for taking protective action against such code. Levy & Borukh, PLLC is not liable for any loss or damage arising from this message.

From: Falletta, Michael <mfall@[redacted]
Sent: Friday, February 4, 2022 10:54 AM
To: J kasper <thejklawoffice@[redacted]>; David Levy <dlevy@[redacted]>
Subject: RE: Re: Re: 712444/2019 NATALIA BOIKO v. PATRICK KHAN et al Our File No.: 0559496046.1

Dear Mr. Kasper and Mr. Levy:

It seems there is no court conference today. If either of you get any update from the Court, please let my office know at gardencityefiling@[redacted].

Additionally, any change in representation as to the attorney of record for a party, my office will need something in writing.

Law Offices of Karen L. Lawrence

Michael Falletta

1225 Franklin Ave, Suite 100

Garden City, NY 11530

[redacted]

From: J kasper <thejklawoffice@[redacted]>
Sent: Friday, February 04, 2022 10:32 AM
To: Falletta, Michael <mfall@[redacted]>
Cc: David Levy <dlevy@[redacted]>
Subject: [External] Re: Re: 712444/2019 NATALIA BOIKO v. PATRICK KHAN et al Our File No.: 0559496046.1

I am not sure.

According to "e courts" it is but there are still

outstanding motions, which have not been decided.

It would make sense to adjourn the conference

until the motions are decided

Attorney at Law

105-30 Crossbay Boulevard

Ozone Park, New York 11417

[redacted] 2179

On Fri, Feb 4, 2022 at 10:11 AM Falletta, Michael <mfall@[redacted]> wrote:

I have not received the link either. Is the conference still on for today?

Law Offices of Karen L. Lawrence

Michael Falletta

1225 Franklin Ave, Suite 100

Garden City, NY 11530

[redacted]

EXHIBIT A113

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

NATALIA BOIKO, INDEX NO. 12444120t9

Plaintiff,

- against - NOTICE OF ENTRY

PATRICK KHAN ANd JAIKARRAN RAMDEO,

Defendants.

----------x

PLEASE TAKE NOTICE that the attached is a true copy of an Order in this matter that was entered in the office of the Clerk of the Supreme Court, Queens County, on the 24th day of February, 2022.

Dated: March 7, 2022
Ozone Park, New York

Yours, etc.

Joseph F Kasper
Attorney for Defendant KHAN
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]8122

TO: David S. Levy, Esq.
Attorneys for Plaintiff
225 Broadway, Fifth Floor
New York, New York 10007
[redacted]
dlevy@[redacted]

Law Offices of Karen L. Lawrence
Attorney for Defendant RAMDEO
1225 Franklin Avenue Suite 100
Garden City, New York 11530-1659
File No: 0559496046.1

Short Form Order

NEW YORK SUPREME COURT – QUEENS COUNTY

FILED
2/24/2022
COUNTY CLERK
QUEENS COUNTY

Present: HONORABLE MAURICE E. MUIR
Justice

NATALIA BOIKO,

Plaintiff(s),

-against-

PATRICK KHAN and JAIKARRAN RAMDEO

Defendant(s).

IAS Part - 42

Index No.: 712444/2019

Motion Date: 2/3/22

Motion Cal. No. 4

Motion Seq. No. 4

The following electronically filed ("EF") documents read on this motion by Patrick Khan ("Mr. Khan" or "defendant") for an order: 1) pursuant to CPLR § 3211(a)(1) dismissing this action against Mr. k Khan on grounds of a documentary defense; 2) pursuant to CPLR § 3211(a)(7), dismissing this action on grounds of lack of in personam jurisdiction; 3) pursuant to CPLR § 3211(a)(10) dismissing said action on grounds of failure to join a necessary party; and 4) granting such other and further relief as may be just and proper. Moreover, Natalia Boiko ("Ms. Boiko" or "plaintiff") cross moves for an order pursuant to 22 NYCRR 130-1.1, seeking sanctions against Patrick Khan and his counsel, Joseph F. Kasper, including costs, fees, and expenses associated with the making of this motion, and for such other and further relief as this Court may deem just and proper.

	Papers Numbered
Notice of Motion-Affirmation-Exhibits-Service.....	EF 90 - 107
Cross-Motion-Affirmation-Exhibits	EF 118 - 126, 134

Upon the foregoing papers, it is ordered that the motion is determined as follows:

This is an action to recover damages for personal injuries the plaintiff allegedly sustained in a trip and/or fall while walking on a sidewalk at [redacted] 62nd Street, Jamaica, New York

("subject premises"). Mr. Khan admits that he co-owns the subject premises. On July 18, 2021, the plaintiff commenced the instant action against the defendants; and on September 14, 2019 at 8:00 p.m., she served the summons and complaint upon Mr. Khan by substitute service, pursuant to CPLR § 308(2). In particular, the plaintiff avers that her process server served a "JOHN DOE" at [redacted] 162nd Street, 2nd Floor, Jamaica, New York 11432. Moreover, her process server mailed a copy of the summons and complaint to [redacted]162nd Street, Jamaica, New York 11432. Thereafter, on October 1, 2019, the plaintiff filed the affidavit of service with the clerk of the court. Additionally, on October 11, 2019, issue was joined, wherein Jaikarran Ramdeo ("Mr. Ramdeo") interposed an answer. Now, Mr. Khan seeks the above-described relief. Notwithstanding the same, the court must first determine whether it has personal jurisdiction over Mr. Khan. (*Elm Mgt. Corp. v. Sprung*, 33 AD3d 753 [2d Dept 2006]; *Falvo v. Cerra*, 127 AD3d 919 [2d Dept 2015]; *Itshaik v. Singh*, 165 AD3d 902 [2d Dept 2018]; *Aurora Loan Serv v. Gains*, 104 AD3d 885 [2d Dept 2013]).

It is well settled law that the plaintiff bears the ultimate burden of proving by a preponderance of the evidence that jurisdiction over the defendant was obtained by proper service. (*Frankel v. Schilling*, 149 AD2d 657 [2d Dept 1989]; *Deutsche Bank Natl Co. v. Stolzberg*, 165 AD3d 624 [2d Dept 2018]; *Wells Fargo Bank, N.A. v. Heaven*, 176 AD3d 761 [2d Dept 2019]). A process server's sworn affidavit of service ordinarily constitutes *prima facie* evidence of proper service. However, when a motion is made and there is an affidavit from the defendant that denies delivery of the summons, the process server's affidavit of service is rebutted and the plaintiff then has the burden of proving jurisdiction by a preponderance of the evidence at a traverse hearing. (*see Wells Fargo Bank, N.A. v. Chaplin*, 65 AD3d 588 [2d Dept 2009] *citing Bankers Trust Co. of Cal. v. Tsoukas*, 303 AD2d 343 [2d Dept 2003]; *Bank of Am. Nat. Trust & Sav Assn. v. Herrick*, 233 AD2d 351 [2d Dept 1996].) In the case at bar, the Mr. Khan avers that he does not live at the subject premises where service was conducted, the plaintiff served him at the wrong address and he not know the JOHN DOE. As such, this issue warrants a traverse hearing concerning whether Mr. Khan was properly served with the summons and complaint, pursuant to CPLR § 308(2). (*Frankel v. Schilling*, 149 AD2d 657 [2d Dept 1989]; *Finnegan v. Trimarco*, 173 AD3d 691 [2d Dept 2019]; *Wells Fargo Bank, N.A. v. Guerrero*, 189 AD3d 1669 [2d Dept 2020]; *Citimortgage, Inc. v. Erani*, 180 AD3d 641 [2d Dept 2020]).

Furthermore, the plaintiff's cross motion for sanctions against Mr. Khan and his counsel must denied. It is well settled that "[t]he court, in its discretion, may award to any party or attorney in any civil action . . . costs in the form of reimbursement for actual expenses reasonably incurred and reasonable attorney's fees, resulting from frivolous conduct" (22 NYCRR 130-1.1; *Stone Mtn. Holdings, LLC v. Spitzer*, 119 AD3d 548 [2d Dept 2014]). Conduct is frivolous if: (1) it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (2) it is undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another; or (3) it asserts material factual statements that are false" (22 NYCRR 130-1.1 (c); *see Premier Capital v. Damon Realty Corp.*, 299 AD2d 158, 158 [1st Dept 2002]). Moreover, "[t]he party seeking sanctions has the burden to demonstrate that its opponent's conduct was frivolous within the meaning of 22 NYCRR 130-1.1(c); *Stone Mtn. Holding, LLC v. Spitzer*, 119 AD3d 548 [2d Dept 2014]). Here, plaintiff failed to demonstrate that Mr. Khan and/or his attorney engaged in conduct within the meaning of § 130-1.1(c) (*see Stone Mtn. Holdings, LLC v. Spitzer,* 119 AD3d 548, 550 [2d Dept 2014]; *see also Mascia v. Maresco*, 39 AD3d 504 [2d Dept 2007]; *Kucker v. Kaminsky & Rich*, 7 AD3d 491 [2d Dept 2004]). Contrary to plaintiff's contentions, the instant motion is not frivolous; and Mr. Khan is not precluded from asserting his defenses. A review of the record, clearly reveals that Mr. Khan previously asserted those defenses only to demonstrate that he has a "potentially meritorious defense" for purposes of vacating the default judgment. In fact, Mr. Khan's lack of personal jurisdiction defense was sufficient to vacate the default judgment without resort to the other defenses.

Accordingly, it is hereby

ORDERED that Defendant Patrick Khan's motion seeking to dismiss the action pursuant to CPLR § 3211(8), is granted to the extent that this matter is set down for a traverse hearing and for final disposition of the motion at Part 42 of the Supreme Court, Queens County located at 25-10 Court Square, Long Island City, New York 11101, courtroom 208, on Wednesday, May 18, 2022 at 11:30 a.m.; and it is further,

ORDERED, that plaintiff is directed to produce the process server at the traverse hearing with his logbook on penalty of dismissal; and it is further,

ORDERED that plaintiff's cross motion is denied in its entirety; and it is further,

ORDERED that Defendant Patrick Khan's shall serve a copy of this decision and order with notice of entry upon the parties, via NYSCEF and certified mail, on or before March 10, 2022.

This constitutes the decision and order of this court.

Dated: February 18, 2022
Long Island City, New York

MAURICE E. MUIR, J.S.C.

FILED
2/24/2022
COUNTY CLERK
QUEENS COUNTY

EXHIBIT A114

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

NATALIA BOIKO, INDEX NO. 12444120t9

Plaintiff,

- against - AFFIDAVIT OF SERVICE

PATRICK KHAN ANd JAIKARRAN RAMDEO,

Defendants.

----------x

Joseph A. Cullina, being duly sworn, deposes, and says:

1. I am over the age of eighteen, am not a party to the action, and live in Queens, New York.

2. That on the 9th day of March 2022, I electronically filed the Order and Decision for Dismissal and Notice of Entry, filed in the Queens County Clerks Office on February 24, 2022, via NYSCEF to the email addresses last known to NYSCEF,

Joseph Cullina

David S. Levy, Esq.
Attorneys for Plaintiff
225 Broadway, Fifth Floor
New York, New York 10007
[redacted]
dlevy@[redacted]

Law Offices of Karen L. Lawrenc\
Attorney for Defendant RAMDEO
1225 Franklin Avenue Suite 100
Garden City, New York 11530-1659
File No: 0559496046.1

Sworn to before me this
9th day of March 2022

Notary Public

E. JANICE BAR
Notary Public, State of New York
No. 01BA5079779
Qualified in Nassau County
Commission Expires June 6, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------x

NATALIA BOIKO, INDEX NO. 12444120t9

Plaintiff,

- against - AFFIDAVIT OF SERVICE

PATRICK KHAN ANd JAIKARRAN RAMDEO,

Defendants.

----------x

Joseph A. Cullina, being duly sworn, deposes, and says:

1. I am over the age of eighteen, am not a party to the action, and live in Queens, New York.

2. That on the 9th day of March 2022, I sent the Notice of Entry, and Order of Dismissal (which was filed in the Queens County Clerks Office on February 24, 2022) depositing a true copy thereof enclosed in a post paid wrapper via certified mail, in an official depository under the exclusive care and custody of the U.S. Postal Service within the New York State, addressed to each of the following persons at the last known address set forth after each name:

Joseph Cullina

David S. Levy, Esq.
Attorneys for Plaintiff
225 Broadway, Fifth Floor
New York, New York 10007
[redacted]
dlevy@[redacted]

Law Offices of Karen L. Lawrenc\
Attorney for Defendant RAMDEO
1225 Franklin Avenue Suite 100
Garden City, New York 11530-1659
File No: 0559496046.1

Sworn to before me this
9th day of March 2022

Notary Public

E. JANICE BAR
Notary Public, State of New York
No. 01BA5079779
Qualified in Nassau County
Commission Expires June 6, 2023

EXHIBIT A115

SUPREME COURT OF THE STATE OF NEW YORK
QUEENS COUNTY: COMPLIANCE SETTLEMENT AND CONFERENCE PART

COMPLIANCE CONFERENCE ORDER

PRESENT: Hon. Mojgan Lancman
Justice

----------X

LEMA, JOSE R

Plaintiff,

Index Number: 722763/2020

-against-

GUAZHCO, LUIS

Date RJI Filed: 04/27/2021

Defendant.

----------X

The parties having failed to submit a Compliance Conference Stipulation and Order on 08/31/2021, this Court issues the following Order, *sua sponte*.

IT IS ORDERED THAT:

1. All sides having been notified of this conference and having failed to appear, are held to be in default and shall be considered bound by this Order.

2. There shall be compliance with all outstanding notices and demands of any party, within thirty (30) days from the date of this Order, including but not limited to service of Bills of Particulars.

3. (a) All parties shall appear for Examination Before Trial on or before thirty (30) days. All depositions shall be conducted virtually, unless otherwise agreed upon in

writing by the parties. Parties shall produce all relevant books, records and documents for use at said deposition(s).

(b) Priority shall be in the order of notices served.

(c) Once begun, deposition(s) shall continue day to day until completed and shall not be adjourned without the consent of this Court.

(d) Transcript(s) of these deposition(s) shall be forwarded to the deposed party within thirty (30) days of the deposition and shall be returned, duly executed, within twenty (20) days thereafter.

(e) If not already done, transcript(s) of prior deposition(s) shall be forwarded to the deposed party within twenty (20) days of this Order and shall be returned, duly executed, within twenty (20) days thereafter.

(f) Any subpoenas for deposition of non-party witnesses must be served no later than forty-five (45) days after depositions of parties, provided such witness is known by completion of party depositions, and if not known at that time, within forty-five (45) days of first disclosure or identification of such witness or within the discretion of the Court.

4. Any further notices and demands shall be made in compliance with CPLR §3120.

5. Medical record and employment authorizations shall be furnished within thirty (30) days of this Order. Physical examinations of the plaintiff(s), pursuant to 22 NYCRR §202.17, shall be completed no later than forty-five (45) days after the deposition(s) of the plaintiff(s). A copy of the examining physician's report shall be furnished to all other parties within forty-five (45) days of said examination.

6. Pursuant to CPLR §3212(a), motions for summary judgement shall be made within one hundred twenty (120) days of the filing of the Note of Issue or in accordance with the assigned Judge's part rules.

7. A fully executed discovery order shall be submitted on ~~04/24/2022~~ **04/25/2022**. Counsel submitting such order to CSCP@[redacted] are required to be fully familiar with all aspects of the action and have full authority to resolve all issues which may arise, including settlement. Parties may request a virtual conference at that time by including such request on page 7 of the order if needed.

8. Medicare Liens: If plaintiff is a Medicare recipient or eligible, plaintiff shall, within thirty (30) days, provide defendant(s) with the details of said lien(s), or if unknown, copies of correspondence to Medicare, evidencing plaintiff's efforts to determine the outstanding claim against said plaintiff/ beneficiary, should one exist.

9. Impleader: All third-party actions shall be commenced on or before the next Compliance Conference date. Joinder of a third-party action beyond this date without leave of Court may result in a severance.

10. All parties shall disclose in writing the existence of any insurance agreements, including umbrella and/or excess coverage, as described in CPLR §3101(f) within thirty (30) days of this Order.

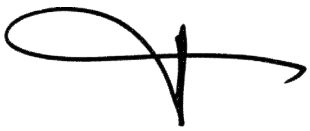
11. The failure of a party to produce discovery as directed by this Order may result in the preclusion of production of said evidence by that party at the time of trial. The failure to produce a party for a deposition as directed above may result in the preclusion of said party from testifying at the time of trial. So too, any discovery not demanded pursuant to this Order shall be deemed a waiver of same.

12. Counsel and self-represented litigants are under a continuing obligation to notify the Court as promptly as possible in the event that an action is settled, discontinued or otherwise disposed of, or if a case or motion has become wholly or partially moot, or if a party has died or filed a petition in bankruptcy. Such notification shall be made to the assigned Judge in writing.

13. A Note of Issue and Certificate of Readiness may not be filed before the next Compliance Conference date unless: (1) a Certification Order has been issued BY A JUDGE OF THE COMPLIANCE CONFERENCE PART; or (2) a stipulation has been executed by all counsel indicating that all discovery is complete and a copy of the stipulation is filed with the Note of Issue; or (3) such other Order is issued by the Court.

DATED: 12/28/2021

SO ORDERED:



J.S.C.

EXHIBIT A116

Lema v. Guacho et al Index #: 722763/2020

From: goldenlaw@[redacted]

To: thejklawoffice@[redacted]; lenny37@[redacted]

Date: Wednesday, January 5, 2022 at 03:49 PM EST

Dear Mr. Kasper:

I received your Opposition to the Motion and Cross Motion on behalf of Mr. Lema and Ms. Celllleri dated December 22, 2021 and returnable on December 22, 2021.

I was confused for the following reasons:

1) The motion was returnable on December 1, 2022, twenty one days before you served the Cross Motion.

1) you made the cross motion returnable on the same day you served the Cross Motion.

2) you gave me no time to respond to the Cross Motion.

3) you made the motion after being elected to the Queens Civil Court. (I would have thought the proper course of action would have been to seek leave to be excused as counsel for the plaintiffs)

I checked the court records today and found that you are still the attorney for Plaintiffs despite your election as a Civil Court Judge. There is no application to be relieved as counsel for Plaintiffs and there is no Stipulation consenting to Change of Attorney.

I was just informed by the Court that the Motion and Cross Motion in the above matter has been adjourned to February 16, 2021. I am concerned that you may do nothing until February 16, 2022 and then ask the Court for a further extension of time to substitute another attorney for Lema and Celleri.

I urge you to make arrangements immediately for a substitution of legal counsel. Please advise your client that if an application is made on February 16, 2022 for yet another adjournment of the motion I will strenously oppose the application.

Respectfully submitted,

Richard N. Golden

Lema v. Guacho et al Index #: 722763/2020

From: goldenlaw@[redacted]

To: QSCPART2@[redacted] lenny37@[redacted]; thejklawoffice@[redacted]

Date: Thursday, January 27, 2022 at 03:13 PM EST

Dear Mr. Weider:

A letter was sent to the Court on January 18, 2022 advising the Court that Judge Kasper has not been relieved as counsel and there has been no substitution of counsel. (See NYSCEF)

In light of the above facts, I requested that the Court issue an amened Order extending time to complete discovery after January 28th.

As of this date I have not received any communication from Judge Kasper and I have not received any confirmation that the time to complete discovery has been extended.

Please bring this to the Court's attention.

Thank you.

Richard N. Golden

Lema v. Guacho et al Index #: 722763/2020

From: goldenlaw@[redacted]

To: thejklawoffice@[redacted] lenny37@[redacted] QSCPART2@[redacted]

Date: Friday, February 4, 2022 at 01:03 PM EST

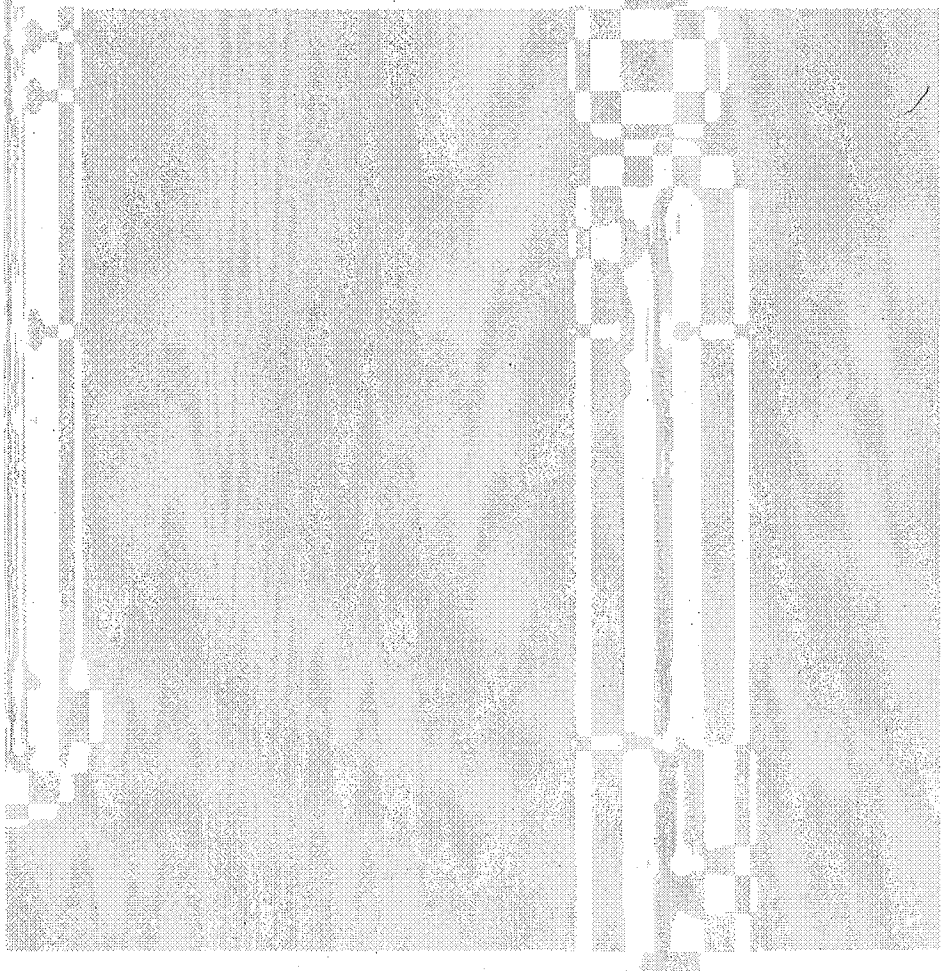
Dear Judge Kasper:

The motion, cross motion and order to show cause are currently on the calendar for February 16, 2022. I have sent e mails to you on January 5, 14 and 27 requesting that you make an application to be relieved as counsel or that a Stipulation of Substitution be filed before the return date on Febraury 16, 2022.

As of this date I have not received a response.

If you intend to make an application for a further adjournment on February 16, 2022 I will vigorously oppose your application.

Richard N. Golden



Lema v. Guacho et al Index #: 722763/2020

From: goldenlaw@[redacted]

To: thejklawoffice@[redacted] lenny37@[redacted]; QSCPart2@[redacted]

Date: Friday, February 11, 2022 at 04:20 PM EST

Dear Judge Kasper:

I have not received any response from you rearding my e mails to you on January 5, 14, and 27. The Motion, Cross Motion and Order to Show Cause in this matter are returnable on February 16, 2022. I do not understand why you have not made an application to be relieved as counsel.

I have expressed my concern that you will wait until February 16, 2022 and then make your application to be relieved thereby dragging out this matter further with the hope you can squeeze a concession from my clients.

I state to you in no uncertain terms that any request for a further adjournment will be vigorously opposed. Furthermore, my clients shall not agree to any concessions to either Plaintiff.

Very truly yours,

Richard N. Golden

EXHIBIT A117

RE: Lema vs Guazhco Index number 722763/2020

From: goldenlaw@[redacted]

To: jcelleri07@[redacted]

Cc: QSCPART2@[redacted] Goldenlaw@[redacted] lenny37@[redacted]

Date: Monday, February 14, 2022 at 05:51 PM EST

I strongly object to extending furthe time.

The motion has been pending since May 26, 2021. Plaintiffs have been successful in adjourning the motion from May 26, 2021 to August 1,2021 to October 27, 2021 to December 1, 2021 and now returnable on February 16, 2021.

I sent e-mails to Mr. Casper on January 5, 14, 27 and Febraury 11, 2021 urging him to make an application to be relieved or file a substitution of attorney. (see attached). He did not respond.

In light of the compelling argument to dismiss the case and the blatant attempt to delay this proceeding, I respectfully request that no further adjournments be granted and that the Court dismiss the Complaint against Fax Realty Inc and Khokon Chowdhury.

Richard N. Golden

EXHIBIT A118

From: "Windows Live"
To: "QSCPART2@[redacted]
Cc: "Goldenlaw@[redacted]
Sent: Monday February 14 2022 4:56:24PM
Subject: Lema vs Guazhco Index number 722763/2020

Honorable judge:

I and my wife are the plaintiffs in the above action, which my former attorney Joseph Casper informed me has a court day of 2/16/2022 for motions. My former attorney mr casper was elected judge and informed he can no longer represent me. I am in the processes of hiring another attorney for which I had to save some money for and i'm asking for time to finish hiring this attorney. Please give me time to do so, i believe defendants committed fraud against me.

Thank you jose lema
Jcelleri07@[redacted]

BRW485F99CBA204_010644.pdf
334.6kB

EXHIBIT A119

LEMA v GUACHO INDEX NO 722763 / 2020

From: J kasper (thejklawoffice@[redacted]

To: hwieder@[redacted]; qscpart2@[redacted]

Cc: lenny37@[redacted] goldenlaw@[redacted]

Date: Thursday, February 17, 2022 at 01:17 PM EST

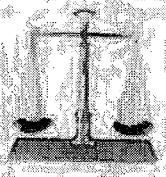
Mr. Lema was a client of Mr. Kasper, who is now Judge Kasper. As Judge Kasper is no longer allowed to practice law, Mr. Lema was trying to request an adjournment from the Court, in order for him to obtain new counsel.

He stopped by the office today to ask for help in doing so. I am requesting on behalf of Mr. Lema a 30 day adjournment for him to find new counsel.

Thank you for your consideration.

Janice Bar

Attorney at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted] 2179

EXHIBIT A120

FILED
3/1/2022
COUNTY CLERK
QUEENS COUNTY

Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable ALLAN B. WEISS IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Plaintiffs,

-against-

LUIS GUAZHCO, et al.,

Defendants.

Index No. 722763/20

Motion Date: 2/16/22

Motion Seq. No. 1

The papers numbered EF Document Numbers 1-31, 44, 52, & 59-82, found on NYSCEF, were read on the motion by defendants Khokon Chowdhury and Fax Realty, Inc., d/b/a 125 Ash Drive ("Fax"), to dismiss the complaint, bar the plaintiff from bringing another action without the written approval of this Court concerning the ownership of the Property in action, and the cross-motion by the plaintiffs for more time to effect service of process nunc pro tunc, to serve a supplemental summons and complaint, to add parties and other relief.

The facts of this action have been the subject of several actions both in this Court and in the Civil Court, Queens County. Three judges have already written issued decisions and orders describing the defendant Fax as a bona fide purchaser. The property has since been conveyed twice to new purchasers.

The decision of Judge Maria Ressos, under Civil Court Index Number 71346/2018,following a trial is fatal to the plaintiffs' complaint. The plaintiff Jose R. Lema ("Lema") did not appeal that decision. He is collaterally estopped from relitigating those issues now. The prior action is res judicata here. *See, Julien J. Studley, Inc. v. Lefrak*, 66 A.D.2d 208 (2nd Dept. 1979).

This Court makes an additional observation based on the facts as found by Judge Ressos. Lema claimed in that case that he transferred the title to the house to defendant Luis Guazho in order to hide property from his his soon to be ex-

wife. The basis of the complaint in the present action sounds in constructive trust and in related equitable causes of action. Aside from the legal defense of collateral estoppel barring relitigation of the plaintiffs' claims, equity will bar relief to Lema based on his being in pari delicto with defendant Luis Guazho.

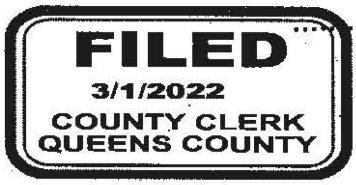
The first branch of the motion to dismiss the complaint is granted.

The second branch of the motion requesting that plaintiffs be barred from commencing yet another action over the same property transaction and the same events that was the basis of Judge Ressos's decision is also granted. On the series of events recounted by Judge Ressos, and the facts of the present complaint, the Court directs the Clerk not to accept for filing another action by the plaintiffs concerning the same subject matter without a prior order of this Court allowing it.

The cross-motion by the plaintiffs for permission to enlarge the time to effect service nunc pro tunc, serve a supplemental summons, and add defendants, and for other relief is, in all respects, denied. The Court has read the contentions of the plaintiffs and finds them to be without merit and barred from consideration under well-settled principles of collateral estoppel and res judicata.

The Court, on even date, has rendered a decision on Motion Sequence Number 2.

Dated: March / , 2022
D#64



J.S.C.

FILED
3/1/2022
COUNTY CLERK
QUEENS COUNTY

Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable **ALLAN B. WEISS** IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Plaintiffs,

-against-

LUIS GUAZHCO, et al.,

Defendants.

Index No. 722763/20

Motion Date: 2/16/22

Motion Seq. No. 2

The papers numbered EF Document Numbers 33-40, 54, & 85-90, found on NYSCEF, were read on the motion by defendant Luis Guazhco to dismiss the complaint, on various grounds.

The facts of this action have been the subject of several actions both in this Court and in the Civil Court, Queens County. Three judges have already written issued decisions and orders describing the defendant Fax as a bona fide purchaser. The property has since been conveyed twice to new purchasers.

First, the co-plaintiff Lisette Celleri has no and never had a possessory interest in the subject property and thus she has no standing. All claims brought on her behalf are, therefore, dismissed.

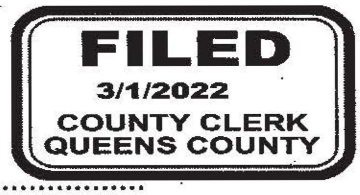
Second, the decision of Judge Maria Ressos, under Civil Court Index Number 71346/2018,following a trial is fatal to the plaintiffs' complaint. The plaintiff Jose R. Lema ("Lema") did not appeal that decision. He is collaterally estopped from relitigating those issues now. The prior action is res judicata here. *See, Julien J. Studley, Inc. v. Lefrak*, 66 A.D.2d 208 (2nd Dept. 1979).

The first branch of the motion to dismiss the complaint is granted.

The Court, on even date, has rendered a decision on Motion Sequence

Number 1.

Dated: March 1, 2022
D#64



J.S.C.

EXHIBIT A121

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----------X

JOSE R. LEMA and LISETTE CELLERI, Index No. 722763/2020

Plaintiff,

-against- NOTICE OF APPEAL

LUIS GUAZHCO, FAX REALTY INC., d/b/a 125 ASH DRIVE, KHOKON CHOWDHURY, MITCHELL .E SILBOWITZ, ROBERT LAGARENNE, M&T BANK, CTC ABSTRACT SFRVICES, LLC.

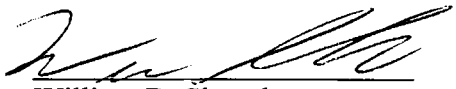
Defendants.

----------X

PLEASE TAKE NOTICE that Jose R Lema hereby appeals to the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, from an Order/Decision of the Supreme Court, Queens County, dated March 1, 2022, and this is an appeal from each and every part of said order.

Dated: Ozone Park, New York
March 1, 2022

Yours, etc.,



William D. Shanahan
Attorney for Plaintiffs-Appellants
114 Old Country Road
Mineola, New York 11501
[redacted] 2179

TO: Queens County Clerk
Room 106
88-11 Sutphin Boulevard
Jamaica, New York 11435

Leonard J. Falcone
Attorneys for Defendant Luis Guazhco
226 7th Street - Suite 302
Garden City, N.Y. 11530

Richard Golden, Esq.
Attorney for Defendants Fax Realty Inc d/b/a 125 Ash Drive and Khokon Chowdhury
118-35 Queens Blvd. - Ste. 1220
Forest Hilss, N.Y. 1 1375

Supreme Court of the State of New York
Appellate Division: Judicial Department

Informational Statement (Pursuant to 22 NYCRR 1250.3 [a]) - Civil

Case Title: Set forth the title of the case as it appears on the summons, notice of petition or order to show cause by which the matter was or is to be commenced, or as amended.

JOSE R LEMA and LISETTE CELLERI,

Plaintiffs - Appelants,

- against -

LUIS GUAZHCO, FAX REALTY INC., d/b/a 125 ASH DRIVE, KHOKON CHOWDHURY, MITCHELL .E SILBOWITZ, ROBERT LAGARENNE, M&T BANK, CTC ABSTRACT SFRVICES, LLC.,

Defendants - Respondents.

For Court of Original Instance

Date Notice of Appeal Filed

For Appellate Division

Case Type		Filing Type	
☒ Civil Action	☐ CPLR article 78 Proceeding	☒ Appeal	☐ Transferred Proceeding
☐ CPLR article 75 Arbitration	☐ Special Proceeding Other	☐ Original Proceedings	☐ CPLR Article 78
☐ Action Commenced under CPLR 214-g	☐ Habeas Corpus Proceeding	☐ CPLR Article 78	☐ Executive Law § 298
		☐ Eminent Domain	☐ CPLR 5704 Review
		☐ Labor Law 220 or 220-b	
		☐ Public Officers Law § 36	
		☐ Real Property Tax Law § 1278	

Nature of Suit: Check up to three of the following categories which best reflect the nature of the case.

☐ Administrative Review	☐ Business Relationships	☐ Commercial	☐ Contracts
☐ Declaratory Judgment	☐ Domestic Relations	☐ Election Law	☐ Estate Matters
☐ Family Court	☐ Mortgage Foreclosure	☐ Miscellaneous	☐ Prisoner Discipline & Parole
☒ Real Property (other than foreclosure)	☐ Statutory	☐ Taxation	☐ Torts

Appeal

Paper Appealed From (Check one only):

If an appeal has been taken from more than one order or judgment by the filing of this notice of appeal, please indicate the below information for each such order or judgment appealed from on a separate sheet of paper.

☐ Amended Decree	☐ Determination	■ Order	☐ Resettled Order
☐ Amended Judgement	☐ Finding	☐ Order & Judgment	☐ Ruling
☐ Amended Order	☐ Interlocutory Decree	☐ Partial Decree	☐ Other (specify):
☐ Decision	☐ Interlocutory Judgment	☐ Resettled Decree	
☐ Decree	☐ Judgment	☐ Resettled Judgment	

Court: Supreme Court	County: Queens
Dated: 03/01/2022	Entered:03/01/2022
Judge (name in full):Allan B Weiss	Index No.:72763/2020
Stage: ☐ Interlocutory ■ Final ☐ Post-Final	Trial: ☐ Yes ■ No If Yes: ☐ Jury ☐ Non-Jury

Prior Unperfected Appeal and Related Case Information

Are any appeals arising in the same action or proceeding currently pending in the court? ☐ Yes ■ No
If Yes, please set forth the Appellate Division Case Number assigned to each such appeal.

Where appropriate, indicate whether there is any related action or proceeding now in any court of this or any other jurisdiction, and if so, the status of the case:

Original Proceeding

Commenced by: ☐ Order to Show Cause ☐ Notice of Petition ☐ Writ of Habeas Corpus	Date Filed:
Statute authorizing commencement of proceeding in the Appellate Division:	

Proceeding Transferred Pursuant to CPLR 7804(g)

Court: Choose Court	County: Choose County
Judge (name in full):	Order of Transfer Date:

CPLR 5704 Review of Ex Parte Order:

Court: Choose Court	County: Choose County
Judge (name in full):	Dated:

Description of Appeal, Proceeding or Application and Statement of Issues

Description: If an appeal, briefly describe the paper appealed from. If the appeal is from an order, specify the relief requested and whether the motion was granted or denied. If an original proceeding commenced in this court or transferred pursuant to CPLR 7804(g), briefly describe the object of proceeding. If an application under CPLR 5704, briefly describe the nature of the ex parte order to be reviewed.

This is an appeal from an Order /Decision granting Defendant Guazhco's motion to dismiss the action and denying indirectly Plaintiffs' cross motion to enlarge the time to serve parties and related relief, including amending the complaint.

Informational Statement - Civil

Issues: Specify the issues proposed to be raised on the appeal, proceeding, or application for CPLR 5704 review, the grounds for reversal, or modification to be advanced and the specific relief sought on appeal.

The lower court erred in granting defendant Guazhco's Order to Show Cause pursuant to CPLR 3211, seeking dismissal because said Order to Show Cause was filed untimely pursuant to CPLR 3211 (e) and Plaintiffs had timely cross moved to extend the time to serve pursuant to CPLR 306-b and amend the complaint to add a cause of action for unjust enrichment, which was not res judicata or counter esstopel, and Plaintiffs' crossmotion denied by reference should have been granted.

Party Information

Instructions: Fill in the name of each party to the action or proceeding, one name per line. If this form is to be filed for an appeal, indicate the status of the party in the court of original instance and his, her, or its status in this court, if any. If this form is to be filed for a proceeding commenced in this court, fill in only the party's name and his, her, or its status in this court.

No.	Party Name	Original Status	Appellate Division Status
1	JOSE LEMA	Plaintiff	Appellant
2	LISETTE CELLERI	Plaintiff	Appellant
3	LUIS GUZHCO	Defendant	Appellant-Respondent
4	FAX REALTY INC d/b/a 125 ASH DRIVE	Defendant	Appellant-Respondent
5	KHOKON CHOWDHURY	Defendant	Appellant-Respondent
6	ROBERT LAGARENE	Defendant	Appellant-Respondent
7	M & T BANK	Defendant	Appellant-Respondent
8	CTC ABSTRACT SERVICES, LLC	Defendant	Appellant-Respondent
9			
10			
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20			

Attorney Information

Instructions: Fill in the names of the attorneys or firms for the respective parties. If this form is to be filed with the notice of petition or order to show cause by which a special proceeding is to be commenced in the Appellate Division, only the name of the attorney for the petitioner need be provided. In the event that a litigant represents herself or himself, the box marked "Pro Se" must be checked and the appropriate information for that litigant must be supplied in the spaces provided.

Attorney/Firm Name: William D Shanahan			
Address:114 Old Country Road - Suite 200			
City:Mineola	State:NY	Zip:11501	Telephone No: [redacted]2500
E-mail Address:wshanny@[redacted]			
Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):1, 2			
Attorney/Firm Name: Leonard J. Falcone			
Address:2267thStreet - Suite 302			
City:Garden City	State:NY	Zip:11530	Telephone No:[redacted]
E-mail Address:lenny37@[redacted]			
Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):3			
Attorney/Firm Name: Richard N Golden			
Address:118-35 Queens Blvd			
City:Forest Hills	State:NY	Zip:11375	Telephone No:[redacted]
E-mail Address:Goldenlaw@[redacted]			
Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):4, 5			
Attorney/Firm Name:			
Address:			
City:	State:	Zip:	Telephone No:
E-mail Address:			
Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):			
Attorney/Firm Name:			
Address:			
City:	State:	Zip:	Telephone No:
E-mail Address:			
Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):			
Attorney/Firm Name:			
Address:			
City:	State:	Zip:	Telephone No:
E-mail Address:			
Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice			
Party or Parties Represented (set forth party number(s) from table above):			

FILED
3/1/2022
COUNTY CLERK
QUEENS COUNTY

Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable **ALLAN B. WEISS** IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Plaintiffs,

-against-

LUIS GUAZHCO, et al.,

Defendants.

Index No. 722763/20

Motion Date: 2/16/22

Motion Seq. No. 2

The papers numbered EF Document Numbers 33-40, 54, & 85-90, found on NYSCEF, were read on the motion by defendant Luis Guazhco to dismiss the complaint, on various grounds.

The facts of this action have been the subject of several actions both in this Court and in the Civil Court, Queens County. Three judges have already written issued decisions and orders describing the defendant Fax as a bona fide purchaser. The property has since been conveyed twice to new purchasers.

First, the co-plaintiff Lisette Celleri has no and never had a possessory interest in the subject property and thus she has no standing. All claims brought on her behalf are, therefore, dismissed.

Second, the decision of Judge Maria Ressos, under Civil Court Index Number 71346/2018,following a trial is fatal to the plaintiffs' complaint. The plaintiff Jose R. Lema ("Lema") did not appeal that decision. He is collaterally estopped from relitigating those issues now. The prior action is res judicata here. *See, Julien J. Studley, Inc. v. Lefrak*, 66 A.D.2d 208 (2nd Dept. 1979).

The first branch of the motion to dismiss the complaint is granted.

The Court, on even date, has rendered a decision on Motion Sequence

Number 1.

Dated: March / , 2022
D#64

FILED
3/1/2022
COUNTY CLERK
QUEENS COUNTY

J.S.C.

EXHIBIT A122

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

722763/2020

JOSE R LEMA et al v. LUIS GUAZHCO et al

Documents Received on 04/04/2022 06:07 AM

Doc #	Document Type	Control #	Motion #	Fee
98	NOTICE OF APPEAL/INFORMATIONAL STATEMENT/COPY OF ORDER/PROOF OF SERVICE			$65.00
			*Credit Card Service Fee:**	+ $1.94
			Total Fee	**$66.94**

Payment Information

Generated Receipt #:	0003162300
Payment Type:	**VISA/MC**
Date Paid:	**04/04/2022**
Filing Fee:	**$65.00 (Authorization Code: 050705)**
Credit Card Service Fee:*	**$1.94 (Authorization Code: 050705)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
10530 Crossbay Blvd, Ozone Park, NY 11417

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer[redacted]
Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

Document List
Index # 722763/2020

EXHIBIT A123
Created on:07/30/2024 12:40 PM

Case Caption: **JOSE R LEMA et al v. LUIS GUAZHCO et al**
Judge Name: **CC COMPLIANCE**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS WITH NOTICE	Processed	11/25/2020	Kasper, J.
2	COMPLAINT	Processed	11/25/2020	Kasper, J.
3	ANSWER	Processed	04/15/2021	Golden, R.
4	EXHIBIT(S) - A Copy of Complaint	Processed	04/15/2021	Golden, R.
5	EXHIBIT(S) - B document list as of 4/15/2021	Processed	04/15/2021	Golden, R.
6	EXHIBIT(S) - C Summons with Notice Index # 719125/2018	Processed	04/15/2021	Golden, R.
7	EXHIBIT(S) - D Demand for Complaint Index # 719125/2018	Processed	04/15/2021	Golden, R.
8	EXHIBIT(S) - E Complaint Index # 719125/2018	Processed	04/15/2021	Golden, R.
9	EXHIBIT(S) - F Decision of Hon. Love, Index # 719125/2018	Processed	04/15/2021	Golden, R.
10	EXHIBIT(S) - G Decision of Judge Kullas	Processed	04/15/2021	Golden, R.
11	EXHIBIT(S) - H Deed from Lema to Guazhco	Processed	04/15/2021	Golden, R.
12	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	04/21/2021	Kasper, J.
13	AFFIRMATION/AFFIDAVIT OF SERVICE	Processed	04/21/2021	Kasper, J.
14	NOTICE OF MOTION (Motion #001) Notice of Motion to Dismiss Complaint	Processed	04/27/2021	Golden, R.
15	AFFIRMATION (Motion #001) Affirmation of Richard N. Golden in support of motion to dismiss complaint	Processed	04/27/2021	Golden, R.
16	AFFIDAVIT (Motion #001) Affidavit of Khokon Chowdhury in support of motion to dismiss complaint	Processed	04/27/2021	Golden, R.
17	EXHIBIT(S) - A-1 (Motion #001) Complaint Index # 722763/2020	Processed	04/27/2021	Golden, R.
18	EXHIBIT(S) - A-2 (Motion #001) Verified Answer Index # 722763/2020	Processed	04/27/2021	Golden, R.
19	EXHIBIT(S) - A-3 (Motion #001) List of Documents filed as of 4/21/2021 Index # 722763/2020	Processed	04/27/2021	Golden, R.
20	EXHIBIT(S) - B (Motion #001) "Deed to Lema dated 3/14/2008	Processed	04/27/2021	Golden, R.
21	EXHIBIT(S) - C (Motion #001) Deed to Guazhco 7/29/08	Processed	04/27/2021	Golden, R.
22	EXHIBIT(S) - D (Motion #001) Deed to Fax Realty, Inc 8/17/2021	Processed	04/27/2021	Golden, R.

Doc#	Document Type/Information	Status	Date Received	Filed By
23	EXHIBIT(S) - E (Motion #001) "Deed to Kamruzzaman 2/5/2021	Processed	04/27/2021	Golden, R.
24	EXHIBIT(S) - F (Motion #001) Decision of Judge Maria Ressos	Processed	04/27/2021	Golden, R.
25	EXHIBIT(S) - G (Motion #001) Decision of Judge Joel R. Kullas	Processed	04/27/2021	Golden, R.
26	EXHIBIT(S) - H (Motion #001) Summons with Notice Index # 719125/2018	Processed	04/27/2021	Golden, R.
27	EXHIBIT(S) - I (Motion #001) Demand for Complaint Index # 719125/20218 filed 1/17/2019	Processed	04/27/2021	Golden, R.
28	EXHIBIT(S) - J (Motion #001) Complaint Index # 719125/2018 filed 5/30/2019	Processed	04/27/2021	Golden, R.
29	EXHIBIT(S) - K (Motion #001) Decision of Hon. Lawrence Love Index # 719125/18 dismissing Complaint	Processed	04/27/2021	Golden, R.
30	EXHIBIT(S) - L (Motion #001) affidavits of service Inde3x # 722763/2020 filed after 120 days without receipt for certified mailin	Processed	04/27/2021	Golden, R.
31	RJI -RE: NOTICE OF MOTION (Motion #001)	Processed	04/27/2021	Golden, R.
32	ORDER - PRELIMINARY CONFERENCE	Processed	06/03/2021	Court User
33	ORDER TO SHOW CAUSE (PROPOSED) (Motion #002) Order to Show Cause - Dismiss and stay discovery	Processed	06/23/2021	Falcone, L.
34	AFFIDAVIT OR AFFIRMATION IN SUPPORT (Motion #002) Falcone Affirmation	Processed	06/23/2021	Falcone, L.
35	EXHIBIT(S) - A (Motion #002) Decision/Order of the Hon. Maria Ressos	Processed	06/23/2021	Falcone, L.
36	EXHIBIT(S) - B (Motion #002) Deed - 93-12 175th Street	Processed	06/23/2021	Falcone, L.
37	EXHIBIT(S) - C (Motion #002) ACRIS printout	Processed	06/23/2021	Falcone, L.
38	EXHIBIT(S) - D (Motion #002) Affidavit of Service of Luis Gauzhco	Processed	06/23/2021	Falcone, L.
39	ORDER TO SHOW CAUSE (Motion #002)	Processed	06/25/2021	Court User
40	PROOF OF SERVICE (Motion #002) Affidavit of Service of Order to Show Cause	Processed	06/30/2021	Falcone, L.
41	COURT NOTICE	Processed	08/26/2021	Court User
42	COURT NOTICE	Processed	08/26/2021	Court User
43	LETTER / CORRESPONDENCE TO JUDGE Letter re: Compliance Stipulation	Processed	08/31/2021	Falcone, L.
44	LETTER / CORRESPONDENCE TO JUDGE (Motion #001)	Processed	08/31/2021	Golden, R.

Doc#	Document Type/Information	Status	Date Received	Filed By
45	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Processed	10/27/2021	Kasper, J.
46	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Processed	10/27/2021	Kasper, J.
47	EXHIBIT(S) - A verified complaint and notice e filing	Processed	10/27/2021	Kasper, J.
48	EXHIBIT(S) - B Affidavit of Service	Processed	10/27/2021	Kasper, J.
49	EXHIBIT(S) - C return receipt card	Processed	10/27/2021	Kasper, J.
50	EXHIBIT(S) - D Queens County Supreme Court Notification of Filing	Processed	10/27/2021	Kasper, J.
51	LETTER / CORRESPONDENCE TO JUDGE	Processed	10/27/2021	Kasper, J.
52	LETTER / CORRESPONDENCE TO JUDGE (Motion #001)	Processed	10/27/2021	Golden, R.
53	LETTER / CORRESPONDENCE TO JUDGE Falcone letter to J. Weiss and Mr. Weider	Processed	10/27/2021	Falcone, L.
54	AFFIDAVIT OR AFFIRMATION IN REPLY TO ORDER TO SHOW CAUSE (Motion #002) Falcone Reply Affirmation	Processed	12/01/2021	Falcone, L.
55	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Processed	12/22/2021	Kasper, J.
56	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO MOTION	Processed	12/22/2021	Kasper, J.
57	EXHIBIT(S) - A affidavit of service	Processed	12/22/2021	Kasper, J.
58	EXHIBIT(S) - B amended verified complaint	Processed	12/22/2021	Kasper, J.
59	NOTICE OF CROSS-MOTION (Motion #001)	Processed	12/22/2021	Kasper, J.
60	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF CROSS-MOTION (Motion #001)	Processed	12/22/2021	Kasper, J.
61	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF CROSS-MOTION (Motion #001)	Processed	12/22/2021	Kasper, J.
62	EXHIBIT(S) - A (Motion #001) summons with notice	Processed	12/22/2021	Kasper, J.
63	EXHIBIT(S) - B (Motion #001) judge lansden order and decision	Processed	12/22/2021	Kasper, J.
64	EXHIBIT(S) - C (Motion #001) affidavit of service	Processed	12/22/2021	Kasper, J.
65	EXHIBIT(S) - D (Motion #001) return receipt post card	Processed	12/22/2021	Kasper, J.

Doc#	Document Type/Information	Status	Date Received	Filed By
66	EXHIBIT(S) - E (Motion #001) guazico order to show cause	Processed	12/22/2021	Kasper, J.
67	EXHIBIT(S) - F (Motion #001) deed	Processed	12/22/2021	Kasper, J.
68	EXHIBIT(S) - G (Motion #001) market value of property	Processed	12/22/2021	Kasper, J.
69	EXHIBIT(S) - H (Motion #001) market price of premises	Processed	12/22/2021	Kasper, J.
70	EXHIBIT(S) - I (Motion #001) amended verified complaint	Processed	12/22/2021	Kasper, J.
71	AFFIDAVIT OR AFFIRMATION IN REPLY (Motion #001) AFFIRMATION OF RICHARD N. GOLDEN	Processed	12/28/2021	Golden, R.
72	EXHIBIT(S) - A (Motion #001) AFFIRDAVIT OF SERVICE ON GUAZHCO	Processed	12/28/2021	Golden, R.
73	EXHIBIT(S) - B (Motion #001) AFFIDAVIT OF SERVICE ON CHOWDHURY	Processed	12/28/2021	Golden, R.
74	EXHIBIT(S) - C (Motion #001) DEED FROM LEMA TO GUAZHCO DATED 7/29/2008	Processed	12/28/2021	Golden, R.
75	EXHIBIT(S) - D (Motion #001) DEED FROM GUAZHCO TO FAX REALTY DATED 8/17/2018	Processed	12/28/2021	Golden, R.
76	EXHIBIT(S) - E (Motion #001) RESSOS DECISION CIV CT QUEENS INDEX # 71346/2018	Processed	12/28/2021	Golden, R.
77	EXHIBIT(S) - F (Motion #001) DECISION OF KULLAS CIV CT INDEX # 71346/2018	Processed	12/28/2021	Golden, R.
78	EXHIBIT(S) - G (Motion #001) DECISION OF H0N. L. LOVE SUP. QUEENS 719125/2019	Processed	12/28/2021	Golden, R.
79	EXHIBIT(S) - H (Motion #001) DEED FROM FAX REALTY, INC TO KAMRUZZAMAN AND AKHTER DATED 2/9/2021	Processed	12/28/2021	Golden, R.
80	LETTER / CORRESPONDENCE TO JUDGE (Motion #001)	Processed	12/30/2021	Golden, R.
81	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO CROSS-MOTION (Motion #001) AFFIRMATION OF RICHARD N. GOLDEN	Processed	01/04/2022	Golden, R.
82	EXHIBIT(S) - A (Motion #001) ACRIS RECORDS OF FILINGS ON PROPERTY	Processed	01/04/2022	Golden, R.
83	ORDER - COMPLIANCE CONFERENCE	Processed	01/12/2022	Court User
84	LETTER / CORRESPONDENCE TO JUDGE Request for amended order to complete discovery	Processed	01/18/2022	Golden, R.
85	AFFIDAVIT OR AFFIRMATION IN OPPOSITION TO CROSS-MOTION (Motion #002) Gauzhco - Affirmation in Opposition to Cross-Motion	Processed	02/11/2022	Falcone, L.

Document List
Index # 722763/2020

Created on:07/30/2024 12:40 PM

Doc#	Document Type/Information	Status	Date Received	Filed By
86	EXHIBIT(S) - A (Motion #002) 2-1-19 Decision/Order of Hon. Maria Ressos	Processed	02/11/2022	Falcone, L.
87	EXHIBIT(S) - B (Motion #002) 2008 Quitclaim Deed - Lema to Gauzhco	Processed	02/11/2022	Falcone, L.
88	EXHIBIT(S) - C (Motion #002) Gauzhco Bank Record	Processed	02/11/2022	Falcone, L.
89	EXHIBIT(S) - D (Motion #002) Copy of Check from proceeds of 2018 Sale of Premises	Processed	02/11/2022	Falcone, L.
90	EXHIBIT(S) - E (Motion #002) Deposit Agreement - 2018 Closing	Processed	02/11/2022	Falcone, L.
91	ORDER - DISMISSAL (Motion #001)	Processed	03/01/2022	Court User
92	DECISION + ORDER ON MOTION (Motion #002) DISMISSED	Processed	03/01/2022	Court User
93	NOTICE OF ENTRY (Motion #002) Notice of Entry	Processed	03/02/2022	Falcone, L.
94	NOTICE OF ENTRY (Motion #002) Notice of Entry	Processed	03/02/2022	Falcone, L.
95	NOTICE OF ENTRY (Motion #002) Notice of Entry	Processed	03/02/2022	Falcone, L.
96	NOTICE OF ENTRY (Motion #001) Notice of Entry - date corrected	Processed	03/02/2022	Falcone, L.
97	NOTICE OF ENTRY (Motion #001)	Processed	03/11/2022	Golden, R.
98	NOTICE OF APPEAL/INFORMATIONAL STATEMENT/COPY OF ORDER/PROOF OF SERVICE	Processed	04/04/2022	Kasper, J.
99	NOTICE OF APPEAL/INFORMATIONAL STATEMENT/COPY OF ORDER/PROOF OF SERVICE	Processed	04/09/2022	Kasper, J.
100	ORDER - COMPLIANCE CONFERENCE	Processed	05/12/2022	Court User
101	ORDER - COMPLIANCE CONFERENCE	Processed	05/25/2022	Court User

EXHIBIT A124

NYSCEF Payment Receipt

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722763/2020

JOSE R LEMA et al v. LUIS GUAZHCO et al

Documents Received on 04/09/2022 12:15 AM

Doc #	Document Type	Control #	Motion #	Fee
99	NOTICE OF APPEAL/INFORMATIONAL STATEMENT/COPY OF ORDER/PROOF OF SERVICE			$65.00
			*Credit Card Service Fee:**	+ $1.94
			Total Fee	**$66.94**

Payment Information

Generated Receipt #:	0003186416
Payment Type:	**VISA/MC**
Date Paid:	**04/09/2022**
Filing Fee:	**$65.00 (Authorization Code: 031536)**
Credit Card Service Fee:*	**$1.94 (Authorization Code: 031535)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
10530 Crossbay Blvd, Ozone Park, NY 11417

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer@[redacted]
Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

Index No. [redacted]

EXHIBIT A125

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

x INDEX#: 3522/2013

E[redacted] U[redacted]

Plaintiff,

STIPULATION OF SETTLEMENT

-against-

D[redacted] U[redacted],

Defendant.

X

JOSEPH F. KASPER, ESQ.
ATTORNEY FOR PLAINTIFF
E[redacted] U[redacted]
105-30 CROSSBAY BOULEVARD
OZONE PARK, NEW YORK 11417
Tel: [redacted]-8122
Fax: [redacted]-5314

BACHU LAW FIRM, PLLC
Attorney for Defendant
D[redacted] U[redacted]
123-10 Metropolitan Avenue
Kew Gardens, New York 1 1415
Tel: [redacted]
Fax:

I GENERAL PROVISIONS

This stipulation sets forth the terms of the settlement of the matrimonial action between B[redacted] U[redacted], hereinafter, plaintiff/husband residing at [redacted] New York 11207 and D[redacted] U[redacted], hereinafter, defendant/Wife residing at [redacted], New York 11207.

The parties were married, in a religious ceremony, in the State of New York, Kings County on [redacted]; and

There are three (3) emancipated children born of the marriage, ages, 30, 29, and 26, who are not addressed in this stipulation. No other children are expected of the marriage; and

The Husband commenced this action for divorce, February 22, 2013, in the Supreme Court, Queens County, on the grounds of DRL 170 subd. (7) - the irretrievable breakdown of the parties' relationship for a period of at least six (6) months. The wife hereby withdraws her answer and consents to the entry of a judgment of divorce based on the grounds set forth in the plaintiff's complaint.

Upon consultation with their lawyers and due to financial and other consideration, rather than proceeding to to trial, the parties have agreed to settle their respective claims for financial and property rights; and spousal maintenance, arising out of their marriage by means of this "stipulation" which sets forth their respective rights and obligations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree and stipulate as follows:

ARTICLE 1 NATURE OF PROCEEDINGS & PENDING LITIGATION

A. There are no other actions for divorce pending in any other court in any jurisdiction.

B. The only grounds for divorce, as set forth in the verified complaint, is the irretrievable breakdown of the parties' relationship for a period of at least six (6) months.

C. Upon the execution of this stipulation, this matter shall proceed to an inquest and then submitted on the settled, uncontested divorce calendar for an entry of a judgment of divorce.

D. The provisions of this Agreement constitute the entire agreement of the parties and, subject to the approval of the Court, shall be incorporated, but shall not merge, in any

decree or judgment granted by the Court and shall in all respects survive same, and may not be modified, except in writing by the parties or by court order or as set forth herein.

ARTICLE II APPLICABLE LAWS & CONSIDERATIONS FOR SETTLEMENT

A. Any provisions are are governed by the Domestic Relations Law of the State of New York ("DRL'), as it existed at the time of the execution of this Agreement.

B. Husband and Wife each represents and acknowledges that he or she was advised of his or her rights in the property acquired during the marriage, or the so-called "Equitable Distribution Law" and entered into this agreement, with an understanding, of his or her rights and claims.

IV MARITAL ASSETS & DEBTS

The parties agree that they hold the following marital assets and each represents that no other marital assets exist:

REAL PROPERTY:

[redacted], Brooklyn, New York 11207 (MARITAL RESIDENCE) two family house, (hereinafter referred to as "[redacted]", which is occupied by the wife. The Husband and Wife, each hold a 50% interest in the equity of [redacted].

[redacted], a two family house, hereinafter referred to as "[redacted]", which is occupied by the Husband. The Husband and Wife hold a 50% interest in the equity of [redacted]

x DH x B.W LAND - 2 Pieces of Land in the State of Florida. Parties have agreed for land to be given to their (2) sons:

RETIREMENT BENEFITS - The Husband has stated in his discovery disclosures and under oath during his deposition that he does not hold any 401K plans or any other retirement benefits subject to Equitable Distribution. The Wife ~~did not~~ work minimally during the marriage and prior to the filing of this divorce action. She does not have any 401K plans or retirement accounts considered marital property.

VEHICLES -The wife does not own a vehicle. The Wife waives any claims to any vehicles that may be owned by the husband.

BANK ACCOUNTS - Each party will retain whatever funds are contained in his or her respective bank account(s)

HOUSEHOLD FURNISHINGS - Each party shall retain any household furnishings in their possession at the time of the execution of this agreement and waives any claims for any other personal property, other than his; [redacted]

PERSONAL PROPERTY - Each party shall retain any personal property in his or her possession at the time of the execution

[redacted]

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of this agreement and waives the right to any other personal property.

MARITAL DEBTS - Each party shall be responsible for any debt in his or her name, and waives any claims against the other for responsibility for any such debt. The mortgages on the marital properties shall be disposed of in the manner specified herein.

V EQUITABLE DISTRIBUTION OF MARITAL ASSETS

The parties have agreed to settle their respective claims for equitable distribution of the marital assets, as specified herein, and represent that upon investigation and consultation with their attorneys, that other than those stated herein, there are no other marital assets, subject to equitable distribution.

REAL PROPERTY:

A. [redacted], Brooklyn, New York is encumbered by a mortgage with SN SERVICING that has been in default since March 1, 2016. The property is in foreclosure proceedings in Kings County Supreme Court, under the caption [redacted] V. [redacted], INDEX#: [redacted].

B. [redacted] is encumbered by a mortgage with NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, which has been in default since March 1, 2013. The property is in foreclosure proceedings in Kings County Supreme Court, under the caption: NATIONSTAR V. [redacted], INDEX#: [redacted]

C. The parties have agreed to equitably divide their mutual interests in the equity of both marital properties, as follows:

TRANSFER OF [redacted] TO WIFE

The Wife shall retain 100% ownership of [redacted], together with the defaulted mortgage against the premises, which is currently in the Husband and Wife's name;

TRANSFER OF [redacted] TO HUSBAND

The Husband ~~for~~ SHALL retain 100% ownership of [redacted], together with the defaulted mortgage against the premises, which is currently in the Husband and Wife's name;

EXECUTION OF DEEDS TRANSFERRING OWNERSHIP:

Within (60) days of the execution of this agreement, the Husband AND WIFE shall execute ~~a~~ deeds transferring his OWN ownership interest ~~to [redacted]~~ to the Wife IN the respective properties to the other

~~Upon curing of the default~~ either through modification, sale of refinance of the mortgage against [redacted], ~~Wife shall execute a deed transferring her ownership interests of [redacted] to the Husband~~. HUSBAND MUST CURE THE DEFAULT AT [redacted] WITHIN one year of the date of this agreement.

CESSATION OF COLLECTION OF RENTS FROM [redacted] BY HUSBAND:

Upon execution of this stipulation, Husband may no longer collect any rental income from [redacted]. Husband must execute a letter to be issued to all tenants of [redacted]

[redacted] that effective immediately that all rental payments, from April, 2019 and continuing shall be made to the Wife. If tenants make the rental payments to the Husband prior to notification, Husband shall turn over the rents paid to the Wife. Husband may continue to collect the rental income from [redacted].

UTILITY CHARGES

Upon execution of this stipulation, Wife shall transfer all utility bills for the house to her own name and assume responsibility for all utilities. Husband shall pay any remaining balance at the time of the transfer of the account to the Wife.

MODIFICATION OF DEFAULTED MORTGAGES

The parties shall cooperate fully with each other to effectuate a possible modification of the mortgages. Cooperation shall include providing any necessary financial documents and executing any necessary documentation, and attending any court appearances. Husband must submit all outstanding documents to effectuate the modification of [redacted], within (5) days of execution of this stipulation, if not already done. Husband's attorney was provided the list of outstanding documents in writing and in court on the record on March 1, 2019.

If the lender will permit an assumption of the mortgage, each party must assume the mortgage in his or her own name only.

The failure to cooperate IN SEEKING IN GOOD FAITH to effectuate the modification of the mortgages shall be considered a material breach of this agreement.

Upon the modification of the mortgage, that encumbers [redacted], Wife shall be solely responsible for the mortgage payments for [redacted]

Upon modification of the mortgage that encumbers [redacted], Husband shall be solely responsible for the mortgage payments for [redacted]

BUY OUT OF HUSBAND'S INTEREST IN [redacted] BY WIFE

Wife shall buy out the Husband's interest in [redacted] The buyout of husband's interest will be effectuated with the payment of $125,000, to be paid as specified below; a waiver of Wife's claims to any past due and future maintenance awards; a waiver of any claim to the the two pieces of land in Florida; and waiver of any claims for past due and future award of attorneys' fees.

TERMS OF PAYMENT OF $125,000 BUY AMOUNT:

Wife shall commence monthly payments of $2,000 monthly effective July 1, 2019 and shall continue said payments for one year, at which time, Wife may pay the entire balance in full.

If Wife does not pay the entire sum within one year, ~~of the date of the curing of the default of the mortgage of~~ [redacted] ~~,~~ interest at the rate of 5% percent per annum shall be assessed against the remaining balance and Wife shall make payments of $2,000 monthly and the annual interest divided into 12 payments shall be added to each monthly payment. Interest against the outstanding balance will begin to accrue one year after the July 1, 2019 ~~or after the cure of the default of the mortgage of~~ as long as the husband has acted in good faith to cure the default of the [redacted] either through modification, reinstatement the mortgage, or sale of [redacted], ~~whichever is later~~.

At the end of two years ~~after Husband has cured the default of the mortgage against~~ [redacted], Wife shall pay the entire balance in full or secure financing to pay off the Husband. If Wife fails to pay the balance in full, the Wife agrees to execute a confession of judgment in the Husband's favor, and consent to a sale of the property at 1074 [redacted] to satisfy said obligation.

The one year period for the assessment of interest and the two year period for the payoff in full shall begin to run one year from July 1, 2019 ~~or from the date that Husband cures the default of the mortgage of~~ [redacted], whichever is later.

ARTICLE V. FINAL DISPOSITION OF EQUITABLE DISTRIBUTION

A. This Agreement constitutes an agreement pursuant to Domestic Relations Law Section 236(B). The provisions of this agreement settle the respective rights of the parties pursuant to all aspects of Domestic Relations Law Section 236(B). Accordingly, except to the extent provided in this Agreement, the parties will not assert any other claims and mutually waive their rights and release each other from any claims for maintenance, distribution of marital property, distributive awards, special relief or claims regarding separate property or the increase in the value thereof.

B. The division of property, as provided in this Agreement, shall be final and irrevocable, unless otherwise set aside by a court of law, upon the failure of either party to comply with the terms set forth herein or otherwise modified in writing by either or both parties.

C. The parties acknowledge that they have been advised by their respective attorneys of their right to seek discovery and inspection of the other party's financial books and records and of their right to have accountants, appraisers or others investigate, appraise or value the other party's property. The parties acknowledge that they have been afforded the opportunity to pursue such discovery, inspection,

investigation, appraisal and valuation. The parties acknowledge that, other the steps already taken, they have decided not to take any further steps, themselves or through others, in connection with such discovery, inspection, investigation, appraisal and valuation and that they have directed their attorneys not to take such further steps.

D. The parties agree that the provisions of this Agreement are based on their desire to settle their claims, after being fully advised of their prospective rights and possible outcome of a trial of this action.

ARTICLE VI. RETENTION OF SEPARATE PROPERTY

A. Except as otherwise provided by the terms of this Agreement, the Husband and Wife shall hereafter retain as his/her sole and separate property, free from any claim of the other, all property owned by him or her, either legally or beneficially.

ARTICLE VII SPOUSAL MAINTENANCE

A. The parties have been advised of the guidelines for an award of maintenance pursuant to New York Domestic Relations Law Section 236-B as amended effective October 12, 2010.

B. There is a current order of spousal maintenance wherein the Husband was ordered to pay $950 in spousal maintenance to the Wife. Wife agrees to waive claims to any past or future spousal maintenance, other than any payments already received.

C. The Wife's waiver of claims of outstanding past and future spousal maintenance was deemed a credit towards the buy-out of Husband's interest in [redacted]

D. The Husband represents that he was employed, during the marriage is currently employed and will not assert any claims for spousal maintenance now or in the future.

ARTICLE VIII. SPOUSAL HEALTH INSURANCE AND EXPENSES

A. Husband and Wife maintain health insurance with their respective employers, neither is covered by the other's health insurance.

B. In compliance with Domestic Relations Law §255, the parties acknowledge that each party is aware that he or she will no longer be covered by the other party's health insurance plan, that each party will be responsible for his or her own health insurance coverage, and that each party may be

entitled to purchase health insurance on his or her own through a COBRA option, if available.

Dated: 3/25/19 B[redacted] U[redacted] P[redacted]

Dated: 3/25/19 D[redacted] U[redacted] 2[redacted]

C. The parties agree that each of them shall be solely responsible for maintaining and paying for his or her own health insurance coverage and that he or she shall indemnify and hold the other of them harmless therefrom.

D. The parties agree that each of them shall be solely responsible for paying all of his/her own unreimbursed health expenses (past, present and future) and that each of them shall indemnify and hold the other of them harmless therefrom.

ARTICLE IX. DEBT

A. With the exception of the two mortgages on the marital properties, the Husband and Wife do not have any other joint debts. The mortgage on the marital properties shall be disposed of in the manner specified herein. Any individual debts shall be the sole responsibility of each party.

B. Except as otherwise provided in this Agreement, neither party may nor or any time in the future incur or contract any debt, charge or liability whatsoever for which the other or his legal representatives or his property or estate is now or may become liable, and each party further covenants at all times to keep the other free, harmless and indemnified of and from any and all debts, charges, liabilities heretofore or hereafter contracted by her.

ARTICLE X. MATRIMONIAL DECREE

Nothing contained herein shall be construed to bar or prevent either party from suing for absolute divorce in any competent jurisdiction. This Agreement shall be offered in evidence in such action, and if acceptable to the Court, shall be incorporated by reference or otherwise in the decree that may be granted therein. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but it shall survive same and be binding and conclusive on the parties at all times. Neither party shall request any relief in said action which is contrary to the terms of this Agreement.

ARTICLE XI. LEGAL REPRESENTATION

A. The parties acknowledge that the Defendant wife is represented by an attorney of her choice, BACHU LAW FIRM, PLLC, 123-10 Metropolitan Avenue, Kew Gardens, New York 11415 as her attorneys in this matter.

B. The parties acknowledge that the Husband is represented by an attorney of his choice, Joseph F. Kasper, Esq.

ARTICLE XII. DEFAULT AND INDEMNIFICATION

A. In the event that either party defaults with respect to any payment or other obligation under this Agreement and said default is not cured within thirty (30) days after the sending of a written notice by certified mail, return receipt requested to the defaulting party specifying the default, then the defaulting party agrees to indemnify and hold the non-defaulting party harmless from and reimburse him/her for any and all reasonable counsel fees, costs and disbursements resulting from or made necessary by the bringing of any action or proceeding to enforce any of the terms or conditions of this Agreement to be performed or otherwise complied with by the defaulting party, provided such action or proceeding results in a judgment, decree or order in favor of the non-defaulting party.

B. For purposes of this Agreement, it is understood and agreed that, in the event either party shall institute an action or other proceeding against the other party to enforce any of the terms, covenants or conditions of this Agreement, and after the institution of such action or proceeding and before judgment is or can be entered, the defaulting party shall comply with such term, covenant or condition of this Agreement, then and in that event, the action or proceeding shall be deemed to have resulted in a judgment, decree or order in favor of the non-defaulting party.

c. Each party shall indemnify and hold the other party harmless of and against any and all losses and/or damages, including reasonable counsel and/or expert fees, costs and disbursements arising from his or her breach of the representations contained in this Agreement and/or his or her failure to comply with the obligations contained in this Agreement.

ARTICLE XIII. RELEASES

A. Neither party upon entry of divorce, shall be entitled to any share of the other's estate, as in intestacy, including, without limiting the foregoing any right of election pursuant

to the provisions of Section 5.1 .1 (a) of the Estates, Powers and Trusts Law of the State of New York.

B. Upon execution of this agreement, Any gift, legacy or bequest provided by the Last Will and Testament of the other party executed before the date of this Agreement, is not valid, and shall be renounced by the other party.

C. Upon execution of this agreement, neither party shall be responsible for any debts, contracts or other reckonings of the other stemming from their marriage.

D. Drafting. This Agreement shall not be construed more strictly against one party than the other party by virtue of the fact that it has been drafted by counsel for one of the parties, it being recognized that both parties and their respective counsel had a full and fair opportunity to negotiate, review and revise the terms and provisions of this Agreement prior to the execution of same.

E. Implementation. Each of the parties hereto, without cost to the other party, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.

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F. Voluntary Act. The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have been given the opportunity to seek and obtain legal advice independently of each other; that they understand their respective legal rights and all provisions hereof; that they have given due consideration to such rights and provisions; and that they clearly assent to all the provisions thereof.

G. No Further Representations. No representations or warranties, general or specific, have been made by either party to the other party, or by anyone else, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance upon any representation or warranty, general or specific, not expressly set forth herein.

H. Possible Invalidity. In the event that any term, provision, paragraph or Article of this Agreement is or is declared illegal, void or unenforceable, same shall not affect or impair the other terms, provisions, paragraphs or Articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the

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illegality, voidness or unenforceability of any term, provision, paragraph or Article of this Agreement.

I. Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement on the other party's part to be performed, or to exercise any option to make any election herein contained or provided for, shall not be construed as a waiver or relinquishment for the future of any such term, option or election, and same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing duly signed and acknowledged by such party.

J. Counterparts. This Agreement has been executed in original and four (4) duplicate original counterparts, each of which is deemed by the parties to be an original.

K. Paragraph Headings. The descriptive Article headings contained herein are for convenience only and are not intended to include or conclusively define all of the subject matter in the Articles accompanying such headings and, accordingly, such headings should not be resorted to for interpretation of this Agreement.

L. Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

M. Addresses. Each party shall notify the other party within three (3) days of any changes in his/her mailing address, telephone number and/or email address if either or both of have any outstanding obligations under this Agreement.

N. Notices. All notices pursuant to this Agreement shall be sufficient if sent to a party by personal delivery, or to that party at his or her last known residence address by overnight mail using a recognized courier (e.g. UPS or Fedex), by certified mail, return receipt requested, or by both email and first class mail.

IN WITNESS WHEREOF, the parties hereto, after having the opportunity for consultation with counsel of their own choosing relative to the matters herein set forth and agreed upon, and having had the opportunity to be advised fully and fairly as to all of the facts and circumstances herein set forth, have hereunto set their hands and seals.

Dated: 3/25/19

[redacted]

Dated: 3/25/19

[redacted]

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STATE OF NEW YORK) SS.
COUNTY OF QUEENS)

On this 25 day of MARCH 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared B[redacted] U[redacted], personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JOSEPH FALISPER
NOTARY PUBLIC, STATE OF NEW YORK
#02KA4835961
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 4/30/19

STATE OF NEW YORK
COUNTY OF QUEENS

On this 25 day of March 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared, D[redacted] U[redacted], personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SHARMELA BACHU
Notary Public, State of New York
No. 02[redacted]5795
Qualified in Queens County
Commission Expires Nov. 9, 2021

NYSCEF

Queens County Supreme Court

Document List

Index # [redacted]

Created on:01/02/2025 11:45 AM

Case Caption: **B[redacted] U[redacted] v. D[redacted] U[redacted]**

Judge Name: **Anna Culley**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	STIPULATION AND CONSENT TO EFILING *Corrected*	Processed	03/28/2023	Bachu, S.
2	COUNTY CLERK MINUTES -PRIOR TO CONVERSION	Processed	03/28/2023	Court User
3	RJI -RE: OTHER	Processed	03/28/2023	Court User
4	JUDGMENT OF DIVORCE (PROPOSED)	Processed	04/17/2023	Kasper, J.
5	STIPULATION - SETTLEMENT (PRE RJI)	Processed	04/17/2023	Kasper, J.
6	TRANSCRIPT OF PROCEEDINGS	Processed	04/17/2023	Kasper, J.
7	AFFIDAVIT	Processed	04/17/2023	Kasper, J.
8	FINDINGS OF FACT/CONCLUSION OF LAW (PROPOSED)	Processed	04/17/2023	Kasper, J.
9	AFFIDAVIT	Processed	04/17/2023	Kasper, J.
10	AFFIRMATION	Processed	04/17/2023	Kasper, J.
11	CERTIFICATE OF DISSOLUTION	Processed	04/17/2023	Kasper, J.
12	PART 130 CERTIFICATION	Processed	04/17/2023	Kasper, J.
13	AFFIRMATION (AFFIDAVIT) OF REGULARITY	Processed	04/17/2023	Kasper, J.
14	NOTICE OF APPEARANCE (POST RJI)	Processed	04/17/2023	Kasper, J.
15	JUDGMENT OF DIVORCE	Processed	06/23/2023	Court User
16	FINDINGS OF FACT/CONCLUSION OF LAW	Processed	06/23/2023	Court User

EXHIBIT A126

NYSCEF Payment Receipt

Queens County Supreme Court

The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[redacted]

B[redacted] U[redacted] v. D[redacted] U[redacted]

Documents Received on 04/17/2023 02:47 PM

Doc #	Document Type	Control #	Motion #	Fee
5	STIPULATION - SETTLEMENT (PRE RJI)			$35.00
			*Credit Card Service Fee:**	+ $1.05
			Total Fee	**$36.05**

Payment Information

Generated Receipt #:	0004362518
Payment Type:	**VISA/MC**
Date Paid:	**04/17/2023**
Filing Fee:	**$35.00 (Authorization Code: 017503)**
Credit Card Service Fee:*	**$1.05 (Authorization Code: 017318)**

Filing User

Joseph F. Kasper | thejklawoffice@[redacted]
12501 Queens Blvd, Kew Gardens, NY 11415

*** Credit Card Service Fee:** This fee is in addition to the amount paid to the biller and will appear as a separate charge on your credit or debit card statement. This service fee is non-refundable.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court

Phone: [redacted] Website: https://www.nycourts.gov/COURTS/11jd/queensclerk

NYSCEF Resource Center - nyscef@nycourts.gov
Phone: (646) 386-3033 **Fax:** (212) 401-9146 **Website:** www.nycourts.gov/efile

[redacted]

EXHIBIT A127

JOSEPH F. KASPER

Attorney at Law
105-30 Cross Bay Boulevard
Ozone Park, New York11417

Telephone [redacted] *2179*

Facsimile [redacted] *5314*
(Not for service of papers without prior authorization)

December 31, 2021

via email lossmitigation@[redacted]

RE: B[redacted] U[redacted]
PREMISES: [redacted]
NATIONSTAR MORTGAGE v U[redacted] INDEX NO. [redacted]

Dear Sirs:

Please be advised that this office represents the above-referenced Defendant/home owner / mortgagor, and transmitted herewith is his Modification Package using the form sent by your office.

Mr. U[redacted] is very interested in said modification, continuing ownership of said owner occupied residence. As his Hardship Affidavit indicates he ended up in foreclosure as a result of a long lingering divorce action, where his wife and her attorney dragged it out for many years because he was carrying a lot of the expenses and supporting her and some of their adult children at the wife's separate residence, and had tenants not paying because they took advantage of the situation. Mr. U[redacted] is now in a much better position to resume paying a mortgage and save his house because:

1. His divorce is settled (please find attached the signed Stipulation that settled his case, the actual Divorce

Judgment has been delayed due to the Pandemic, and other factors);

2. His present tenants are now paying,, as indicated on his 2020 tax return, attached herewith, and

3. Based on his many years of faithful service to his employer, he has W-2 income exceeding $60,000,

4. He is now solely in title of the premises.

It is requested you modify said mortgage obligation by reducing the accumulated interest and penalties, he is offering a $10,000. down payment, and wants to resume payment. Pursuant to their divorce settlement, his ex-wife, D[redacted] U[redacted] the co-obligor, deeded her interest in the property to Mr. Udho, as reflected in the March 31, 2021, deed attached herewith. That's why we have not included her income information or signature.

We thought it best not to put the package in till the deed was transferred. Unfortunately, Mr. U[redacted]'s attorney Joseph F Kasper became afflicted with [redacted] and related health problems, which is why the package was not submitted sooner; please do not blame Mr. U[redacted] for Mr. Kasper's office's delays. Mr. Kasper was elected Judge recently and is winding down his practice, but you may contact me directly at [redacted] 2179, as I am supervising the closing out, or transfer of his files.

It is requested you stipulate to continue stay of the foreclosure action, pending modification of the mortgagor obligation, which he is eagerly interested in resuming
payment of.

Sincerely,

E Janice Bar
for the Office of Joseph F Kasper

EXHIBIT A128

JOSEPH F. KASPER

Attorney at Law
105-30 CROSS BAY BOULEVARD
Ozone Park, New York 11417

Tel. [redacted] 8122 – Fax [redacted] -5314
Cell: [redacted] *-3492*

FEBRUARY 26, 2022

Mr. Cooper
P.O. B OX 619097
DALLAS, TX 75261

Attn. Susan Stanko

Re: B[redacted] U[redacted]
D[redacted] U[redacted]
Loan No. 0609279815

Property Address
[redacted]

Research Reference
[redacted]

KINGS COUNTY
SUPREME COURT

INDEX NO. [redacted]

Dear Ms. Stanko:

This office represents B[redacted] U[redacted], the titled owner of the above Referenced Premises, whose wife D[redacted] U[redacted], is obligor on the above referenced loan, Even though both of them were in title at the time the mortgage was originated. By letter Dated January 27, 2022, "Mr. Cooper" approved a "FLEX MODIFICATION" and Mr. U[redacted] has timely "overnighted" his first trial plan payment of $2,275.32.

Mr. B[redacted] U[redacted], as per the modification package, is the husband who has the finances to pay the mortgage payment on an ongoing basis. Also, as per the modification

package, Mr. B[redacted] U[redacted] is now the SOLE TITLED OWNER of THE SUBJECT PREMISES, pursuant to a deed dated March 31, 2021, A COPY OF WHICH WAS INCLUDED IN THE MODIFICATION PACKAGE SUBMITTED IN JANUARY 2022, and enclosed herewith. He was deeded his wife D[redacted] U[redacted]'s half interest in the subject premises pursuant to the Matrimonial Agreement entered into in the Queens

Supreme Court settling their DIVORCE case, A Copy of Which Was Included In The MODIFICATION PACKAGE WHICH WAS SUBMITTED and we are awaiting submission / signing of the Judgment of Divorce. Said Matrimonial Agreement also provided for the transfer of the mortgage obligation to be solely the husband, B[redacted] U[redacted]'S OBLIGATION, WHICH WE ARE REQUESTING BE SO PROVIDED FOR IN THE MODIFICATION PAPERS to be drafted.

This office is in receipt of your letter dated February, 16 2022, which stated that you "received notification on February 10, 2022, that you represent D[redacted] U[redacted]." This office represents B[redacted] U[redacted] the HUSBAND, not D[redacted] I U[redacted], but she is in support of his MODIFYING THE MORTGAGE AND THAT THE OBLIGATION BE IN HIS NAME SOLELY. PLEASE CONTINUE TO COMMUNICATE WITH THIS OFFICE REGARDING THE MODIFICATION OF THIS MORTGAGE.

Very truly yours,

JANICE BAR
For the OFFICE OF
JOSEPH F. KASPER

[redacted]-2179

C.: ROBERT TREMAROLI, Esq.
FRANKEL, LAMBERT
53 Gibson Street
BAYSHORE, N.Y. 11706

Enc.:

EXHIBIT A129

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----------X

Index No.: [redacted]

Nationstar Mortgage LLC,

Plaintiff,

STIPULATION TO ADJOURN MOTION

- against -

D[redacted] U[redacted]; B[redacted] U[redacted]; New York City Environmental Control Board; New York City Transit Adjusication Bureau; New York City Parking Violations Bureau; Blanca Baez; Felicia Haywood; Joann Haywood; Silvestre Baez; Rudy Haywood; Kerun Haywood; Richard "Doe",

Defendants.

----------X

IT IS HEREBY AGREED AND STIPULATED by and between the undersigned attorneys that the above motion is hereby adjourned until March 31, 2023.

IT IS HEREBY FURTHER STIPULATED AND AGREED that a facsimile copy of this stipulation may be entered to this Court, as if it were an original without further notice to any party.

Dated: Ozone Park, New York
January 29, 2023

Frenkel, Lambert, Weiss, Weisman & Gordon, LLP
by: /s/ Keith L. Abramson
Attorneys for Plaintiff
53 Gibson Street
Bay Shore, New York 11706
[redacted]

Mossa & Associates
by: [signature]
Attorney for Defendant
B[redacted] U[redacted]
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

EXHIBIT A130

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

X

NATIONSTAR MORTGAGE, L.L.C. Index No. [redacted]

Plaintiff,

- against -

AFFIRMATION IN OPPOSITION

D[redacted] U[redacted] and B[redacted] J[redacted], *et al*

Defendants.

X

Michael Mossa an attorney duly admitted to the practice of law in New York State under penalty of perjury affirms:

I was substituted for Joseph F. Kasper, attorney of record for Defendant, B[redacted] U[redacted],, following his election as a Judge of the Civil Court of the City of New York and am working to wind up his cases, and this one particularly. I am fully familiar with the facts and circumstances, except those I am not personally familiar with, which I state upon information and belief. I make this Affirmation in Opposition to Plaintiff's motion for leave to schedule a sale, which should not be granted for the following reasons:

WHY NOTICE OF MOTION FOR "AN ORDER DIRECTING REFEREE TO CONDUCT SALE..." SHOULD BE DENIED

DEFENDANT HOMEOWNER B[redacted] U[redacted]

ALREADY PAYING MORTGAGE PAYMENTS FOR OVER A YEAR AS OF MARCH 2023, ON MONTHLY BASIS

PURSUANT TO TRIAL MODIFICATION GRANTED BY BANK IN JANUARY 2022, (TIME LINE IN OUTLINE FORM)

2. Mr. B[redacted] U[redacted] fell behind on the mortgage at [redacted], [redacted] in the [redacted] area, because he was in the midst of a Divorce from his wife, D[redacted] U[redacted], who abandoned him, and she was residing at their other family property at [redacted], and their tenants at [redacted], took advantage of the divorce and subsequent foreclosure, and stopped paying. During the divorce, which proceeded in Queens (where the parties' attorneys have offices) Mr. U[redacted] was also obligated to pay carrying charges for the [redacted] residence, spousal maintenance, and counsel fees for both of the lawyers, and other obligations.

SETTLEMENT OF DIVORCE ACTION

3. On March 26, 2019, Mr. and Mrs. U[redacted] settled their Divorce Action. The Court and their Divorce Agreement obligated each to transfer their interests in the respective properties to each other, and be solely responsible for the respective mortgages. Mr. U[redacted] was to get full ownership of the subject [redacted] property

and be solely responsible for the mortgage, both parties were to cooperate in resolving the respective foreclosures. Copies of the Divorce Stipulation transcript and proposed Judgment were provided to the attorney for Plaintiff.

DEFENDANT HUSBAND B[redacted] U[redacted]'S

ORDER TO SHOW CAUSE STAYING FORECLOSURE

4. On February 18, 2020, the Honorable Noach Dear signed Mr. U[redacted]'s Order to Show Cause staying the foreclosure and seeking vacatur of the Judgment. Mr. U[redacted] stated his intention to the Court and Plaintiff counsel, that now relieved of personal burdens related to the Divorce, he would gladly pay his mortgage and deal with his deadbeat tenants. The April 24, 2020, return date was cancelled by the Pandemic and Justice Dear's tragic demise. Eviction of deadbeat tenants were also delayed by the Pandemic. A copy of the Order to Show Cause is attached as Exhibit A.

SUBMISSION OF MR U[redacted]'S FULL MODIFICATION PACKAGE

5. On or about December 31, 2021, following Mr. U[redacted]'s attorney, Joseph F Kasper, November 2021, election to the Queens Civil Court, as he was winding up his practice, and following many communications with Plaintiff's counsel Frankel and Lambert, and their attorney Joseph Tremoroli, a FULL MODIFICATION PACKAGE with all necessary tax returns, Bank statements, and copies of Divorce related papers were emailed to Plaintiff's counsel at "lostmitigation@[redacted].

TRIAL MODIFICATION GRANTED. MR

**U[redacted] MAKING TIMELY PAYMENTS FOR A **

YEAR, ESTOPPEL ISSUES

A copy of Mr. U[redacted]'s cover letter emailed with the Modification Package on or about December 31, 2022, is attached as Exhibit B. Said letter CLEARLY REFERENCES the March 31, 2021, deed to Mr. U[redacted] of his wife, D[redacted]'s half of the property at [redacted] was submitted with the package.

6. On January 28, 2022, notice was emailed by Ashley Zydor at Frankel Lambert that "borrower has been approved for a modification trial payment plan and that his monthly payments would be $2275.32 per month". See copy as Exhibit C. On February 10, 2022, Keith Abramson partner, managing attorney of Frankel Lambert emailed :

"The APPROVED MODIFICATION PACKAGE" to this office, acknowledging that they were still incorrectly servicing mail to the [redacted] address (where Mr. U[redacted] did not reside) and that's why they were sending it to Mr. U[redacted]'s attorney's office. (see February 10, 2022, email of "Approved Plan", attached as Exhibit D)

7. MR. U[redacted] MADE EACH AND EVERY PAYMENT of $2275.62 he was directed to pay pursuant to the "plan" and continued to pay it for the months of March 2022, through March 2023, paying more nearly $30,000. ($29, 579.16). Copies of statements so reflecting are attached as Exhibit E, and his most recent

statement is attached as Exhibit F.

NOTICE MR U[redacted]'S ATTORNEY NEVER REPRESENTED THE WIFE, D[redacted] U[redacted], AND THAT THE MORTGAGE WAS TO BE IN MR. B[redacted]U[redacted]'S NAME, PURSUANT TO THE DIVORCE

8. On February 26, 2022, this office wrote to the Bank's mortgage servicer "Mr. Cooper", with copy to attorney Tremaroli at Frenkel Lambert that Mt U[redacted] was accepting the plan, had sent his payment, but this office did not represent Mrs. D[redacted] U[redacted], and that the modified note and mortgage was to be in husband's name, E[redacted] U[redacted] S NAME. See copy attached as Exhibit G.

APRIL 26, 2022, CONFERENCE WITH JUSTICE EDWARDS

9. On April 26, 2022, the matter was conferenced by Justice Edwards, where this office reiterated the modification had to be in Mr. U[redacted]'s name. The attorney for Frenkel Lambert stated they had no problem with Mr. U[redacted]. they knew he wanted a permanent modification, was paying and wanted to pay, and "needed more time to do the paperwork" Defendant's Order to Show Cause, with STAY CONTINUED was adjourned to August 16, 2022. Continuous communications continued in anticipation of the August 16, 2022, conference, where the Plaintiff's attorneys stated more paperwork work was necessary, and the Order to Show Cause was adjourned to October 13, 2022, on which date the Order to Show Cause was marked off. If there was any failure to appear by this office, it was an inadvertent

law office failure, because Mr. U[redacted] continued to pay; we thought this was settled and we were just awaiting more paperwork dealing with Mr. U[redacted]'s full acceptance of the mortgage obligation.

LEAVE TO ORDER SALE

SHOULD BE DENIED

10. To this office's great surprise, Plaintiff sought to move this matter to auction, and Plaintiff's motion to do so is pending amid some confusion as to Mr. U[redacted]'s paperwork and why this need for him to do a whole new package. This Court should direct the parties to continue to conference and deny any sale antimotivations, Mr. U[redacted] wants desperately to keep his home and pay his mortgage.

Michael Mossa
Attorney for Defendant
105-30 Cross Bay Boulevard
Ozone Park, N.Y. 11417
[redacted]*2179*
ozlegalwiz@[redacted]

Duly affirmed: March 20, 2023
Ozone Park, New York

EXHIBIT A131

---------- Forwarded message ---------
From: **J kasper** <thejklawoffice@[redacted]>
Date: Mon, Sep 11, 2023 at 9:26 AM
Subject: B[redacted] U[redacted] KINGS SUPREME COURT INDEX NO[redacted]
To: [redacted]@wbasny.org <[redacted]@wbasny.org>, Keith Abramson <KAbramson@[redacted]>, <RTremaroli@[redacted]>
Cc: <sabiolsi@[redacted]>

Counselors:

Good morning, please see attached letter.

Thank you,
Michael Mossa

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417
[redacted]2179

EXHIBIT A132

MICHAEL MOSSA and ASSOCIATES, LLC

105-30 CROSS BAY BOULEVARD
OZONE PARK, New York 11417

[redacted] 2179

e-mail – attorneymossa@[redacted]

ozlegalwiz@[redacted]

September 06, 2023

KEITH ABRAMSON, Esq. - VIA – e-mail – kabramson@[redacted]
ROBERT TREMAROLI, Esq. – VIA – e-mail – rtremaroli@[redacted]
DOMINIC FAMULARI, Esq. [Referee]

Re: B[redacted] U[redacted]
Loan No. [redacted]
Premises - [redacted]

INDEX No [redacted]

DEMAND TO STAY
09-28-2023 FORECLOSURE
SALE AND REINSTATE
MODIFICATION AGREEMENT

Dear Sirs:

This office represents the above referenced Homeowner, Mr. B[redacted] U[redacted] regarding the above referenced loan as to which a MODIFICATION was granted, pursuant to which Mr. U[redacted] faithfully made the payments for some

fifteen months until the servicer improperly stopped cashing his checks, and the purpose of this letter is to demand that you stay the foreclosure sale and reinstate his modification agreement before further legal action becomes necessary.

I took over this matter from Joseph F. Kasper, former attorney of record for Defendant, B[redacted] U[redacted], following his election as a Judge of the Civil Court of the City of New York and was working to wind up his cases and this one particularly.

Mr. B[redacted] U[redacted] fell behind on the mortgage at [redacted], in the [redacted] area, because he was in the midst of a Divorce from his wife, D[redacted] U[redacted] who abandoned him and she was residing at their other family property at [redacted], and their tenants at [redacted] took advantage of the divorce and subsequent foreclosure and stopped paying. During the divorce which proceeded in Queens (*where the parties' attorneys have offices)* Mr. U[redacted] was also obligated to pay carrying charges for the [redacted] residence, spousal maintenance and counsel fees for both of the lawyers and other obligations.

SETTLEMENT OF DIVORCE ACTION

On March 26, 2019, Mr. and Mrs. U[redacted] settled their Divorce Action. The Court and their Divorce Agreement obligated each to transfer their interests in the respective properties to each other, and be solely responsible for the respective mortgages. Mr. U[redacted] was to get full ownership of the subject [redacted]

[redacted] property where he resided and be solely responsible for the mortgage and both parties were to cooperate in resolving the respective foreclosures. Copies of the Divorce Stipulation transcript and proposed Judgment were previously provided to your office.

DEFENDANT HUSBAND B[redacted] U[redacted]'S

ORDER TO SHOW CAUSE STAYING FORECLOSURE

On February 18, 2020, the Honorable Noach Dear signed Mr. U[redacted]s Order to Show Cause staying the foreclosure and seeking vacatur of the Judgment. Mr. U[redacted] stated his intention to the Court and Plaintiff counsel that now relieved of personal burdens related to the Divorce, he would gladly pay his mortgage and deal with his deadbeat tenants. The April 24, 2020 return date was cancelled by the Pandemic and Justice Dear's tragic demise. Evictions of deadbeat tenants were also delayed by the Pandemic. A copy of the Order to Show Cause is attached as (***EXHIBIT A***). It is my understanding that on said February18, 2020 date the attorney for FRANKEL LAMBERT named Seth informed the Court they welcomed Mr. U[redacted]'s intentions to resume paying his mortgage and modification should b e "NO PROBLEM" Attorney Kasper's office was shut for many months during the Pandemic, he contracted Covid and recovered.

PACKAGE

In late December of 2021, following Mr. U[redacted]'s attorney Joseph F. Kasper, November 2021, election to the Queens Civil Court and following many

communications with Plaintiff's counsel Frankel Lambert and their attorney

Joseph Tremaroli, a FULL MODIFICATION PACKAGE with all necessary tax returns, Bank Statements, deed and copies of divorce related papers were-mailed to Plaintiff's counsel at lostmitigation@[redacted]

TRIAL MODIFICATION GRANTED, Mr. U[redacted] MAKING TIMELY PAYMENTS FOR OVER A YEAR – ESTOPPEL ISSUES

A copy of Mr. U[redacted]'s cover letter we mailed with the Modification Package on or about December 31, 2021 is attached as (***EXHIBIT B).*** said letter **CLEARLY REFERENCES** That the March 31, 2021, deed to Mr. U[redacted] of his wife D[redacted] s half of the property at [redacted] was submitted with the package.

On January 28, 2022, notice was e mailed by Ashly Zydor at Frankel Lambert that "borrower has been approved for a modification trial payment plan and that his monthly payment would be $2275.32 per month". See copy attached as (**EXHIBIT C**). On February 10, 2022, Keith Abramson, partner, managing attorney of Frankel Lambert e mailed "The APPROVED MODIFICATION PACKAGE" to this office, acknowledging that they were still incorrectly sending mail to the [redacted] address (where Mr. U[redacted] did not reside) and that's why they were sending it to Mr. U[redacted]'s attorney's office. See February 10, 2022, e mail of "Approved Plan", attached as (**EXHIBIT D**).

Mr. U[redacted] MADE EACH AND EVERY PAYMENT OF $2,275.62 he was directed to pay pursuant to the "plan" and continued to pay it for the months of March 2022 through March 2023, paying nearly $30,000.00 ($29,579.16). Copies of

statements so reflecting are attached as (**EXHIBIT E**), and recent statements are attached as (**EXHIBIT F**).

NOTICE MR. U[redacted]'S ATTORNEY NEVER REPRESENTED THE WIFE, D[redacted] U[redacted], AND THAT THE MORTGAGE WAS TO BE IN MR. B[redacted] U[redacted]'S NAME, PURSUANT TO THE DIVORCE.

On February 26, 2022, this office wrote to the Bank's mortgage servicer " Mr. Cooper", with copy to attorney Tremaroli at Frankel Lambert that Mr. U[redacted] was accepting the plan, had sent his payment, but this office did not represent Mrs. D[redacted] U[redacted], and that the modified note and mortgage was to be in husband B[redacted] U[redacted]'S NAME. See copy attached as (**EXHIBIT G**).

APRIL 26, 2022, CONFERFENCE WITH JUSTICE EDWARDS

On April 26, 2022, the matter was conference in Justice Edward's Part Where this office reiterated the modification had to be in Mr. U[redacted]'s name. The attorney for Frankel Lambert stated they had no problem with Mr. U[redacted]. They he knew he wanted a permanent modification, was paying and wanted to pay, and "more time" was needed to do the paperwork". Defendant's Order to Show Cause, with STAY CONTINUED was adjourned to August 16, 2022. Continuous communications continued in anticipation of the August 16, 2022 conference, where the Plaintiff's attorneys stated more paperwork was necessary and the Order to Show Cause was adjourned to October 13, 2022, on which date

the Order to Show Cause was marked off. If there was any failure to appear by this office, it was inadvertent law office failure, because Mr. U[redacted] continued to pay, we thought this was settled and we were just awaiting more paperwork dealing with Mr. U[redacted]'s pro forma acceptance of the mortgage obligation. To this office's great surprise, Plaintiff acted to move this matter to auction.

Mr. U[redacted] remains ready to honor this Modification Agreement and requests your Servicer cash the some four or five months of payments they have not cashed, that he continued to pay.

Mr. U[redacted] is a hard working W-2 Wage earner and wants to pay his mortgage unlike many who scheme to avoid it and is horribly emotionally upset at your client's actions and is waking up screaming in the middle of the night "why are you doing this to him? Arguably your client's actions in accepting payments for over a year pursuant to the MODIFICATION AGREEMENT constitute an estoppel and your client's actions may be sanctionable and legal fees awarded should further action be necessary, as well as reference to the N.Y.S Attorney General's office. This office is prepared to retain Biolsi and Associates who may act to set aside the mortgage based on your client's bad faith, which a Kings County Supreme and or federal Bankruptcy Judge may well be in concurrence with. All Mr. U[redacted] wants to do is pay his mortgage and have you reinstate his MODIFICATION AGREEMENT. Your prompt attention to this matter is respectfully requested. It also violates at least the spirit if not the letter of the FAPA act. Kindly indicate your client's intention to stay the sale immediately otherwise further action will become necessary.

Very truly yours,

MICHAEL MOSSA, Esq.
MOSSA ASSOCIATES
Attorney for Defendant
105-30 Cross Bay Boulevard
Ozone Park, N.Y. 11417
[redacted]2179
ozlegalwiz@[redacted]

C: HON. LETICIA JAMES
N.Y.S. ATTORNEY GENERAL

STEPHEN BIOLSI, Esq.
BIOLSI and ASSOCIATES

EXHIBIT A133

Gmail

Usman Ahmed <usman.ahmed@[redacted]>

S[redacted] v. S[redacted] ([redacted])(Uncontested Matrimonial)

J kasper <thejklawoffice@[redacted]> Sun, Jan 16, 2022 at 1:28 PM
To: Usman Ahmed <usman.ahmed@[redacted]>

INDEX NO[redacted]

Good afternoon, Usman,

This office is representing Ms. S[redacted].

Kindly forward the Affidavit of Defendant, and any other divorce papers, which our client has to sign to go forward with the divorce.

I have attached a consent to change attorneys, which has been executed by Ms. S[redacted] and Mr. Kasper.

If you have any questions, please feel free to contact me.

Janice Bar
Michael Mossa & Associates

Attorneys at Law

105-30 Crossbay Boulevard
Ozone Park, New York 11417

[redacted]2179

[Quoted text hidden]

srrtnsat chg.pdf
310K

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

---------- X

T[redacted] S[redacted], INDEX NO. [redacted]

Plaintiff,

against

CONSENT TO CHANGE ATTORNEYS

R[redacted] S[redacted]

Defendants

---------- X

IT IS HEREBY CONSENTED that The Law Office of Michael Mossa, 105-30 Crossbay Boulevard, Ozone Park, New York 11417, be substituted as attorneys of record for the undersigned party in the above-captioned action, in place and stead of the undersigned attorney of Joseph F Kasper that date hereof.

PLEASE TAKE NOTICE THAT NO service of papers by telefax transmission is authorized..

Dated: November 30, 2021
Ozone Park, New York

Joseph F Kasper
Defendant R[redacted] S[redacted] Outgoing Attorney

Joseph F Kasper

Michael Mosssa
Defendant R[redacted] S[redacted] Incoming Attorney

Michael Mossa

R[redacted] S[redacted] Defendant

STATE OF NEW YORK COUNTY OF QUEENS
On the 30th day of November 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared, R[redacted] S[redacted], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by hia signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument..

Notary Public

JOSEPH F. KASPER
Notary Public, State of New York
No. 02KA-4835961
Qualified in Queens County
Commission Expires April 30, 2023

EXHIBIT A134

Gmail

Usman Ahmed <usman.ahmed@[redacted]>

S[redacted] v. S[redacted] ([redacted])(Uncontested Matrimonial)

J kasper <thejklawoffice@[redacted]> Sun, Jan 30, 2022 at 11:42 AM
To: Usman Ahmed <usman.ahmed@[redacted]>

Good afternoon, Usman,

I spoke with my client.

Attached please find the executed Affidavit of Defendant.

Kindly keep my office updated of the progress of this matter.

Thanking you in advance.

Best regards,
Janice Bar for

JOSEPH F. KASPER

105-30 Crossbay Boulevard
Ozone Park, New York 11417

[redacted] 2179

[Quoted text hidden]

s[redacted] afrd dft.pdf
593K

EXHIBIT A135

NEW YORK STATE
ETHICS COMMISSION
FOR THE
UNIFIED COURT SYSTEM
25 Beaver Street, 8th Floor, New York, NY 10004
Phone: (212) 428-2899 • Fax (212) 428-2896
E-mail: EthicsComm@nycourts.gov • Website: www.nycourts.gov/ip/ethics

Hon. Robert J. Miller, Chair

Members
Hon. Teresa D. Johnson
Rosemary Garland-Scott, Esq.
Hon. Barbara Zambelli (Ret.)

Acting Executive Director
Elizabeth A. Hooks

February 9, 2023

Joseph Kasper
Civil Court Judge
[redacted]

NOTICE TO CURE
Pursuant to 22 NYCRR 40.1(k)

YOUR SUPPLEMENTARY STATEMENT OF FINANCIAL DISCLOSURE MUST BE FILED WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS NOTICE

Our records indicate that you did not submit your supplementary statement due October 27, 2022, for calendar year 2021.

Please note the Ethics Commission does not accept fax or email your response must be mailed.

If you fail to file your supplementary statement within fifteen (15) days of the date of this Notice, then, pursuant to 22 NYCRR 40.1(k), the Commission will be required to send you a **Notice of Delinquency**, with a copy to: the State Commission on Judicial Conduct if you are a judge or justice; or the Chief Administrator of the Courts if you are a nonjudicial officer or employee of the Unified Court System. Pursuant to 22 NYCRR 40.1(m), a copy of any notice of delinquency sent pursuant to section 40.1(k) will be available for public inspection. Furthermore, under section 40.1(l), if you knowingly and willingly fail to file your supplementary statement of financial disclosure, you will be subject to disciplinary action: as otherwise permitted by law or rule if you are a judge or justice; or as otherwise permitted by law, rule, or collective bargaining agreement if you are a nonjudicial officer or employee of the Unified Court System.

If the Commission is required to send a Notice of Delinquency to a filer, his or her name will be posted on our website.

EXHIBIT A136

NEW YORK STATE
ETHICS COMMISSION
FOR THE
UNIFIED COURT SYSTEM
25 Beaver Street, 8th Floor, New York, NY 10004
Phone: (212) 428-2899 • Fax (212) 428-2896
E-mail: EthicsComm@nycourts.gov • Website: www.nycourts.gov/ip/ethics

Hon. Robert J. Miller, Chair

Members
Hon. Teresa D. Johnson
Rosemary Garland-Scott, Esq.
Hon. Barbara Zambelli (Ret.)

Acting Executive Director
Elizabeth A. Hooks

Notice of Delinquency

March 29, 2023

Hon. Joseph Kasper
Civil Court Judge
[redacted]

Our records indicate that you have not filed a complete Financial Disclosure Statement for the Reporting Year 2021. Pursuant to the Rules of the Chief Judge, 22 NYCRR Part 40, as a Judge, you are required to file a Financial Disclosure Statement annually.

You filed a NOTICE OF AUTOMATIC EXTENSION OF TIME TO FILE TAX RETURN, which required you to submit a supplementary statement on or before October 22, 2022. You called the office and stated that you needed more time and would mail the supplementary statement on October 28, 2022. On February 6, 2023, the Ethics Commission sent you a Notice to Cure, and, as of March 29, 2023, your completed financial disclosure statement remains outstanding.

As stated in the Rules, the Ethics Commission is required to send a copy of this delinquency notice to the New York State Commission on Judicial Conduct and make a copy of this notice available for public inspection. Your name will also be listed on the Ethics Committee's webpage for delinquent filers.

Description:	Automatic Extension
Reporting Year:	2021
Date Received:	5/20/2022
Status:	Granted
Comm Mode:	Mail
Decision Date:	
Attachment:	
Due Date:	10/22/2022
Decision Mailed:	
Questions:	13:
Partial Complete:	☑
Supplementary Filled	
Comments:	

As of 10/27/22,Judge Kasper's supplement has not been filed. Sent an email and left a vm on 10/27/22. On 10/28/22 Judge Kasper called and said he needed a further extension and would send it out on 10/28/22 we have not received the extension as of yet.. A NTC was sent on 2/9/23.

EXHIBIT A137

Daniel Kogan

From:	Daniel Kogan
Sent:	Thursday, November 7, 2024 5:21 PM
To:	Ethics Comm
Subject:	Judge Joseph F. Kasper
Attachments:	ETHICS.11724.LETTER.pdf

I am sending this note and attachments on behalf of Judge Kasper.

November 7, 2024

To the Ethics Commission:

Attached hereto is my Supplementary Statement to my 2022 Financial Disclosure Statement for year 2021, as to which I requested previous extensions, dated 11/2/23. It came to my attention recently that the Ethics Commission still did not have it filed. I made a check of my records and found, to my great regret, that I had sent an email on 11/9/23, which I verified on my court computer as a "sent item", apologizing for the late filing, and acknowledging the importance of transparency. To my horror, I now realize the email did not have the 11/2/23 Supplemental correctly attached, which I deeply regret and am hereby refiling, with sincere apologies. A copy of my 11/9/23 email is also attached, which you should have received. I regret my less than great computer skills at the time.

Very truly yours,

Joseph F. Kasper

Hon. Joseph F. Kasper

From: Hon. Joseph F. Kasper
Sent: Thursday, November 9, 2023 6:37 PM
To: Ethics Comm
Subject: Filing of Supplementary Statement for Calendar Year 2021 by Joseph F Kasper

To the Committee: I am a NYC Civil Court Judge presiding in Queens County.In May 2022 I submitted my Financial Disclosure Statement for 2021,for which year I was still in private practice.However at the time and more recently I requested extensions with regard to my income at question 13 of the form which were granted.Enclosed for filing is my Supplemental Statement dated November 2,2023 which completes my filing via the amendment to the 2022 form for year 2021 and question 13
therein.

I acknowledge that I received a Notice to Cure in February 2023,but that I was unable to timely cure by filing.I apologize for the delay to you and the public.By way of explanation,among the reasons for the delay were that I was that I was dealing with substantial medical issues in 2022 and 2023.I recognize and respect the need for transparency and will do my best in the future to ensure that all necessary disclosures in the future will be timely
filed. Very
truly
yours,

Joseph F Kasper

Kasper J. [redacted]

PAGE 8

13. List below the nature and amount of any income in EXCESS of $1,000 from EACH SOURCE for the reporting individual and such individual's spouse for the taxable year last occurring prior to the date of filing. Nature of income includes, but is not limited to, all income **EARNED BY YOU AND YOUR SPOUSE** (other than that received by you from the employment listed under item 2 above) from compensated employment whether public or private, directorships and other fiduciary positions, contractual arrangements, teaching income, partnerships, honorariums, lecture fees, consultant fees, bank and bond interest, dividends, income derived from a trust, real estate rents, and recognized gains from the sale or exchange of real or other property. Income from a business or profession and real estate rents shall be reported with the source identified by the building address in case of real estate rents and otherwise by the name of the entity and not by the name of the individual customers, clients or tenants, with the aggregate net income before taxes for each building address or entity. The receipt of maintenance received in connection with a matrimonial action, alimony and child support payments shall not be listed.

☐ **NONE ISTOP! DO NOT CHECK THE NONE BOX IF YOUR SPOUSE EARNED INCOME FROM EMPLOYMENT IN EXCESS OF $1,000**

SELF/SPOUSE	SOURCE (Identify Bank/Financial Institution/Issuing Entity)	NATURE	CATEGORY OF AMOUNT
SELF	INCOME FOR 2021 FROM ATTORNEY SOLE PROPRIETORSHIP AT 105-30 CROSS BAY BLVD OZONE PARK, NY 11417		B
SELF AND SPOUSE	PREMISES 1) [redacted]		
	2) [redacted]	RESIDENTIAL REAL PROPERTY	B
SPOUSE	[redacted]	EMPLOYMENT, ADMINISTRATIVE ASSISTANT	D

SUPPLEMENTARY STATEMENT

Jennifer Kasper
Signature of Reporting Individual

Date: 11/2/23

Categories: A- under $5,000; B- $5,000 to under $20,000; C- $20,000 to under $60,000; D- $60,000 to under $100,000; E- $100,000 to under $250,000; F- $250,000 to under $500,000 G- $500,000 to under $1,000,000; H- $1,000,000 to under $3,000,000; I- $3,000,000 to under $5,000,000; J- $5,000,000.00 and over.

11/13/24

Daniel Kogan

From: Ethics Comm
Sent: Wednesday, November 13, 2024 9:30 AM
To: Daniel Kogan
Subject: RE: Judge Joseph F. Kasper

Thank you.

Ethics Commission.

From: Daniel Kogan <DKogan@[redacted]>
Sent: Thursday, November 7, 2024 5:21 PM
To: Ethics Comm <EthicsComm@[redacted]>
Subject: Judge Joseph F. Kasper

I am sending this note and attachments on behalf of Judge Kasper.

Please be CAREFUL when clicking links or opening attachments.

EXHIBIT A138

NEW YORK STATE
COMMISSION ON JUDICIAL CONDUCT

JOSEPH W. BELLUCK, CHAIR
TAA GRAYS, VICE CHAIR
HON. FERNANDO M. CAMACHO
STEFANO CAMBARERI
BRIAN C. DOYLE
HON. JOHN A. FALK
HON. ROBERT J. MILLER
NINA M. MOORE
MARVIN RAY RASKIN
HON. ANIL C. SINGH
AKOSUA GARCIA YEBOAH
MEMBERS

CELIA A. ZAHNER, CLERK

61 BROADWAY, SUITE 1200
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ADMINISTRATOR & COUNSEL

MARK LEVINE
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BRENDA CORREA
JENNIFER L. LOWRY
MELISSA DIPALO
PRINCIPAL ATTORNEYS

VICKIE MA
ERIC ARNONE
SENIOR ATTORNEYS

KELVIN S. DAVIS
STELLA E. GILLILAND
ADAM B. KAHAN
STAFF ATTORNEYS

ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

October 7, 2024

Via email: dscalise@[redacted]
Hon. Joseph F. Kasper
c/o Deborah A. Scalise, Esq.
Scalise & Hamilton, P.C.
111 Brook Street, Suite 202
Scarsdale, New York 10583

Re: 2022/N-1268 & 2023/N-0345

Dear Judge Kasper:

In connection with the Commission's investigation of the above-referenced complaints, the Commission requests additional information.

In your reply to this letter, please include answers to the questions below and number your responses to correspond to the questions. We prefer that you respond in the form of a letter attached to a reply email to the Commission at [redacted]@[redacted]. However, we will accept a reply typed into an email message, faxed to [redacted], or sent by US mail, UPS or other carrier.

Please note that, pursuant to Section 2.6(D)(3) of the Commission's Policy Manual, if your written reply is submitted by counsel, you must co-sign or submit a separate statement indicating that you have read and adopt it.

Your 2021 Financial Disclosure Supplementary Statement

1. During your appearance on March 1, 2024, at the Commission's New York City office, you testified that you filed a supplementary statement with the Ethics Commission for the 2021 reporting year. Further, pursuant to Senior Attorney Vickie Ma's request, you provided a copy of your 2021 supplementary statement dated November 2, 2023. Your testimony is contradicted by Keith Miller, Acting Executive Director of the New York State Commission for the Unified Court System ("Ethics Commission"), who, by Affirmation dated September 13, 2024, stated that he conducted a diligent search of the Ethics Commission's records, and has been unable to locate any record or evidence indicating that you filed a supplementary statement with the Ethics Commission for the 2021 reporting year. In view of Mr. Miller's Affirmation, do you wish to amend your March 1, 2024, testimony? A copy of the Affirmation is appended as Ex. A.

2. Upon reflection, did you file a 2021 supplementary statement? If so, when did you file the supplementary statement and how did you file it? Please provide a date-stamped copy of the 2021 supplementary statement or other documentation indicating the date that you filed the supplementary statement with the Ethics Commission, along with proof of filing.

Your IOLA and Legal Services Work

3. Your Capital One Bank Statement for your Interest on Lawyer Account ("IOLA") ending in 5162, for the period of December 1, 2022, to December 30, 2022, indicates a customer deposit of $109,435.85. Please explain the reason for this deposit, including for whom the funds were held. In particular, were these funds held in connection with a property owned by Nicholas Josh? A copy of the statement is appended as Ex. B.

4. For the period of January 1, 2023, to January 31, 2023, your IOLA indicates that on January 30, 2023, there was a customer withdrawal in the sum of $109,435.85. Please explain the reason for the withdrawal, including whether the funds were returned to the client. Please provide documentation pertaining to the release of these funds. A copy of the statement is appended as Ex. C.

5. Since your appearance before the Commission on April 23, 2024, what steps, if any, have you taken to disburse the outstanding balance of approximately $7,500 in your IOLA and close the account? If you have not taken any steps, please explain why, as well what steps you plan to take and when.

6. Have you applied to the appropriate court for an order directing the payment of any fees and disbursements that are owed to you by your clients, and the balance, if any, to the Lawyers' Fund for Client Protection for the safeguarding and disbursement to the appropriate client pursuant to 22 NYCRR Part 1200, Rule 1.15(f)? If so, please indicate the date and status of the application, and provide copies of all court applications and orders pertaining to this matter. If you have not done so, please explain why not.

7. Please discuss what role, if any, you had in *Estate of Alexander Andretta* ("*Andretta*"). In particular, did you serve as the attorney for the estate? If so, did you perform any legal work in connection with *Andretta* after you became a judge? Assuming you did, please discuss the work that you performed, and explain why you did so.

8. Did you send an email dated January 17, 2023, from thejklawoffice@[redacted] to the Queens Surrogate Administration Department, inquiring about Letters of Administration in *Andretta*? If so, at the time, were you still the attorney of record on that matter? If not, who sent the email, and did you authorize that person to send the email? Please explain your answers. A copy of the email is appended as Ex. D.

9. Did you receive a check dated April 20, 2024, from your IOLA, payable to Joseph F. Kasper, in the sum of $141 as reimbursement for a Surrogate Court filing fee? If so, please indicate the matter to which the filing fee pertained, what the fee was for, and when the filing was made. A copy of the check is appended as Ex. E.

10. Were you paid for your legal services in *Andretta*? If so, please indicate the date and amount that you were you paid.

11. Did you receive a check dated April 16, 2024, in the sum of $29,000, from the estate of Alexander Andretta for your legal work in *Andretta*? If so, (i) did you share your fee with Michael Mossa or any other attorney, and (ii) did you receive any other fees for your legal work in this matter? A copy of the check is appended as Ex. F.

12. In *Andretta*, were you replaced by Michael Mossa as attorney of record? If so, when? If you were replaced by any other attorney, please indicate when and by whom.

13. Did Mr. Mossa or any other attorney share in your legal fees in *Andretta*? Please describe and explain the fee agreement, if any, you had with Mr. Mossa or any other attorney?

14. Did you pay the law office of Louis Gelormino $45,000 by check dated March 9, 2022? If so, please discuss in detail what this payment was for, and specifically, what services Mr. Gelormino provided to earn this fee. A copy of the check is appended as Ex. G.

15. Did you receive a check from USA Halal Foods, Inc. dated June 1, 2023, payable to Joseph Kasper, in the sum of $2,500 for attorney's fees? If so, please describe what that payment was for, and when the associated services were performed. In your explanation, please include the name of the matter, index number, the type of matter, status of the case, and whether you remained the attorney of record after you became a judge. A copy of the check is appended as Ex. H.

16. Did you perform any legal work for USA Halal Foods, Inc. after you became a judge? If so, please explain what legal work you performed, when, and why.

17. Did you receive a check dated August 31, 2023, in the sum of $233, from Linda A. Daigneault? If so, please explain what the check was for, including whether the check was for legal fees, and when the associated work was performed. A copy of the check is appended as Ex. I.

Please feel free to include any relevant information or material that you wish the Commission to consider in connection with this matter.

Please respond in writing to this inquiry by October 25, 2024. Thank you for your prompt attention to this matter.

Very truly yours,

Mark Levine
Deputy Administrator

Note: Judge Miller is not participating in 2023/N-0345.
cc: Vickie Ma, via email to [redacted]@[redacted]

Exhibit A

STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT

In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

AFFIRMATION

JOSEPH F. KASPER,

A Judge of the New York City Civil Court,
Queens County.

KEITH MILLER hereby affirms the following to be true under penalty of perjury:

1. I am the Acting Executive Director of the New York State Ethics Commission for the Unified Court System ("Ethics Commission").

2. I am the authorized custodian of records for the Ethics Commission and am authorized to make this certification.

3. Pursuant to 22 NYCRR Part 100 of the Rules of the Chief Judge, a judge or non-judge who is a candidate for public election to judicial office is required to file with the Ethics Commission a financial disclosure statement within 20 days following the date on which the judge or non-judge becomes a candidate.

4. Judge Joseph F. Kasper filed a financial disclosure statement for the 2021 reporting year on or about May 15, 2022. A copy of the 2021 financial disclosure statement is appended as Exhibit 1.

5. Judge Kasper filed a Notice of Automatic Extension of Time to File Tax Return, which required him to submit a supplementary statement on or before October 22, 2022. Based on my review of Ethics Commission records, Judge Kasper called the Ethics Commission and stated that he needed an additional extension of time to file the supplementary statement. Judge Kasper represented that he would mail the supplementary statement to the Ethics Commission on October 28, 2022.

6. The Ethics Commission advised Judge Kasper by way of a Notice to Cure dated February 9, 2023, and a Notice of Delinquency dated March 29, 2023, that his completed financial disclosure statement remained outstanding. Copies of the Notice to Cure and Notice of Delinquency are appended as Exhibit 2 and Exhibit 3, respectively.

7. I have conducted a diligent search of Ethics Commission records and, to date, have been unable to locate any record or evidence indicating that Judge Kasper filed a supplementary statement with the Ethics Commission for the 2021 reporting year.

Dated: New York, New York
September 13, 2024

Keith A. Miller

KEITH MILLER

FINANCIAL DISCLOSURE STATEMENT
for Calendar Year 2021
Pursuant to 22 NYCRR 40

State of New York
Ethics Commission
for the Unified Court System
25 Beaver Street, 8th Floor
New York, NY 10004
(212) 428-2899
Website: www.nycourts.gov/ip/ethics
Email: ethicscomm@nycourts.gov

1. NAME Joseph F. Kasper

2. (a) CURRENT JOB TITLE JUDGE CIVIL COURT, 3RD Mcpl DISTRICT QUEENS, ASSIGNED Queens CRIMINAL

(b) CURRENT WORK ADDRESS 125-01 QUEENS CRIMINAL COURT QUEENS BLVD, KEW GARDENS, N.Y. 11415

(c) CURRENT WORK TELEPHONE NUMBER [redacted]

3. (a) CURRENT MARITAL STATUS (IF MARRIED, REPORT SPOUSE'S FULL NAME INCLUDING MAIDEN NAME WHERE APPLICABLE) MARRIED, LINDA A. KASPER, (NEE SORRENTINO)

(b) LIST THE NAMES OF ALL UNEMANCIPATED CHILDREN

NONE

Answer each of the following questions completely, with respect to calendar year **2021**, unless another period or date is otherwise specified. If additional space is needed, attach additional pages. Whenever a "value" or "amount" is required to be reported herein, such value or amount shall be reported as being within one of the following categories:

A. Under $5,000
B. $5,000 to under $20,000
C. $20,000 to under $60,000
D. $60,000 to under $100,000
E. $100,000 to under $250,000
F. $250,000 to under $500,000
G. $500,000 to under $1,000,000
H. $1,000,000 to under $3,000,000
I. $3,000,000 to under $5,000,000
J. $5,000,000.00 and over

A reporting individual shall indicate the category by letter only. Whenever "income" is required to be reported herein, the term "income" shall mean the aggregate net income before taxes from the source identified. The term "calendar year" shall mean the year ending December 31st preceding the date of filing of the annual statement.

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5. (a) List the name, address and description of any occupation, employment, (other than the employment listed under Item 2 above) trade, business or profession engaged in by the reporting individual. If such activity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

☐ NONE

POSITION	NAME AND ADDRESS OF ORGANIZATION	DESCRIPTION	STATE OR LOCAL AGENCY
ATTORNEY	Joseph T. Kasper, ESQ 105-30 CROSSBAY BLVD OZONE PARK, NY 11417	SOLO GENERAL PRACTICIONER	N/A

5. (b) If the spouse or unemancipated child of the reporting individual was engaged in any occupation, employment, trade, business or profession which activity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name, address and description of such occupation, employment, trade, business or profession and the name of any such agency.

☐ NONE

SPOUSE OR CHILD	POSITION	NAME AND ADDRESS OF ORGANIZATION	STATE OR LOCAL AGENCY
LINDA A. KASPER	ADMINISTRATIVE ASSISTANT	[redacted] (LAW FIRM) [redacted] 10019-[redacted]	

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4. (a) List any office, trusteeship, directorship, partnership, or position of any nature whether compensated or not, held by the reporting individual with any firm, corporation, association, partnership, or other organization other than the State of New York. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions. If the listed entity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

☐ NONE

POSITION	ORGANIZATION	STATE OR LOCAL AGENCY
TRUSTEE	THE 2003 TRUST FOR THE BENEFIT OF ROSEMARY LODISE	N/A
A DIRECTOR	THE COLUMBUS CLUB OF SOUTH ORANGE INC.	N/A

4. (b) List any office, trusteeship, directorship, partnership, or position of any nature whether compensated or not, held by the spouse or unemancipated child of the reporting individual, with any firm, corporation, association, partnership, or other organization other than the State of New York. Include compensated honorary position; do NOT list membership or uncompensated honorary positions. If the listed entity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

☑ NONE

SPOUSE OR CHILD	POSITION	ORGANIZATION	STATE OR LOCAL AGENCY

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6. List any interest, in EXCESS of $1,000, held by the reporting individual, such individual's spouse or unemancipated child, or partnership of which any such person is a member, or corporation, 10% or more of the stock of which is owned or controlled by any such person, whether vested or contingent, in any contract made or executed by a state or local agency and include the name of the entity which holds such interest and the relationship of the reporting individual or such individual's spouse or such child to such entity and the interest in such contract. Do NOT include bonds and notes. Do NOT list any interest in any such contract on which final payment has been made and all obligations under the contract except for guarantees and warranties have been performed, provided, however, that such an interest must be listed if there has been an ongoing dispute during the calendar year for which this statement is filed with respect to any such guarantees or warranties. Do not list any interest in a contract made or executed by a local agency after public notice and pursuant to a process for competitive bidding or a process for competitive requests for proposals.

☑ NONE

SELF, SPOUSE OR CHILD	ENTITY WHICH HELD INTEREST IN CONTRACT	RELATIONSHIP TO ENTITY INTEREST IN CONTRACT	CONTRACTING STATE OR LOCAL AGENCY	CATEGORY OF VALUE OF CONTRACT

7. List any position the reporting individual held as an officer of any political party or political organization, as a member of any political party committee, or as a political district leader. The term "party" shall have the same meaning as "party" in the election law. The term "political organization" means any party or independent body as defined in the election law or any organization that is affiliated with or a subsidiary of a party or independent body.

☐ NONE

MALE MEMBER OF THE REPUBLICAN STATE COMMITTEE, 31ST ASSEMBLY DISTRICT, QUEENS COUNTY, NY

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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8. (a) If the reporting individual practices law, works as a real estate broker or agent licensed by the department of state, or practices a profession licensed by the department of education, give a general description of the principal subject areas of matters undertaken by such individual. Additionally, if such an individual practices with a firm or corporation and is a partner or shareholder of the firm or corporation, give a general description of principal subject areas of matters undertaken by such firm or corporation. Do NOT list the names of the individual clients, customers or patients. If the reporting individual is licensed to practice law, is a licensed real estate broker or agent, or is licensed by the department of education, but did not actually engage in such work or practice, so indicate.

☑ NONE

8. (b) List the name, principal address and general description or the nature of the business activity of any entity in which the reporting individual or such individual's spouse had an investment in excess of $1,000 EXCLUDING investments in securities and interests in real property.

☑ NONE

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9. List each source of gifts, EXCLUDING campaign contributions, in EXCESS of $1,000, received during the reporting period for which this statement is filed by the reporting individual or such individual's spouse or unemancipated child from the same donor, EXCLUDING gifts from a relative. INCLUDE the name and address of the donor. The term "gifts" does not include reimbursements, which term is defined in Item 10. Indicate the value and nature of each such gift.

☑ NONE

SELF, SPOUSE OR CHILD	NAME OF DONOR	ADDRESS	NATURE OF GIFT	CATEGORY OF VALUE OF GIFT

10. Identify and briefly describe the source of any reimbursements for expenditures, EXCLUDING campaign expenditures and expenditures in connection with official duties reimbursed by the state, in EXCESS of $1,000 from each such source. For purposes of this item, the term "reimbursements" shall mean any travel-related expenses provided by nongovernmental sources and for activities related to the reporting individual's official duties such as, speaking engagements, conferences, or factfinding events. The term "reimbursement" does NOT include gifts reported under Item 9.

☑ NONE

SOURCE	DESCRIPTION

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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11. List the identity and value, if reasonably ascertainable, of each interest in a trust, estate or other beneficial interest, including retirement plans (other than retirement plans of the State of New York or the City of New York) and deferred compensation plans (e.g., 401, 403b, 457, etc.) established in accordance with the Internal Revenue Code, in which the REPORTING INDIVIDUAL held a beneficial interest in EXCESS of $1,000 at any time during the preceding year. Do NOT report interests in a trust, estate or other beneficial interest established by or for, or the estate of, a relative.

[V] NONE

IDENTITY (INCLUDING BANK/FINANCIAL INSTITUTION)	CATEGORY OF VALUE*

*The value of such interest shall be reported only if reasonably ascertainable.

12. (a) Describe the terms of, and the parties to, any contract, promise or other agreement between the reporting individual and any person, firm, or corporation with respect to the employment of such individual after leaving office or position (other than a leave of absence).

[V] NONE

Categories:
A- under $5,000
B- $5,000 to under $20,000
C- $20,000 to under $60,000
D- $60,000 to under $100,000
E- $100,000 to under $250,000
F- $250,000 to under $500,000
G- $500,000 to under $1,000,000
H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000
J- $5,000,000.00 and over

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12. (b) Describe the parties to and the terms of any agreement providing for continuation of payments or benefits to the REPORTING INDIVIDUAL in EXCESS of $1,000 from a prior employer OTHER THAN the State. (This includes interests in or contributions to a pension fund, profit-sharing plan, or life or health insurance; buy-out agreements; severance payments; etc.)

☐ NONE

UNCOLLECTED LEGAL FEES FROM FORMER SOLO PRACTITIONERSHIP
A-8 ATTORNEY AT 105-30 CROSSBAY BLVD, OZONE PARK, NY 11417
FROM 2021 AND PRIOR, POSITION OF UNCOLLECTED LAST FEES - "E"

13. List below the nature and amount of any income in EXCESS of $1,000 from EACH SOURCE for the reporting individual and such individual's spouse for the taxable year last occurring prior to the date of filing. Nature of income includes, but is not limited to, all income **EARNED BY YOU AND YOUR SPOUSE** (other than that received by you from the employment listed under item 2 above) from compensated employment whether public or private, directorships and other fiduciary positions, contractual arrangements, teaching income, partnerships, honorariums, lecture fees, consultant fees, bank and bond interest, dividends, income derived from a trust, real estate rents, and recognized gains from the sale or exchange of real or other property. Income from a business or profession and real estate rents shall be reported with the source identified by the building address in case of real estate rents and otherwise by the name of the entity and not by the name of the individual customers, clients or tenants, with the aggregate net income before taxes for each building address or entity. The receipt of maintenance received in connection with a matrimonial action, alimony and child support payments shall not be listed.

☐ **NONE ISTOP! DO NOT CHECK THE "NONE" BOX IF YOUR SPOUSE EARNED INCOME FROM EMPLOYMENT IN EXCESS OF $1,000**

SELF/SPOUSE	SOURCE	NATURE	CATEGORY OF AMOUNT

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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14. List the sources of any deferred income (not retirement income) in EXCESS of $1,000 from each source to be paid to the reporting individual following the close of the calendar year for which this disclosure statement is filed, other than deferred compensation reported in Item 11 hereinabove. Deferred income derived from the practice of a profession shall be listed in the aggregate and shall identify as the source, the name of the firm, corporation, partnership or association through which the income was derived, but shall not identify individual clients.

☒ NONE

SOURCE	CATEGORY OF AMOUNT

15. List each assignment of income in EXCESS of $1,000, and each transfer other than to a relative during the reporting period for which this statement is filed for less than fair consideration of an interest in a trust, estate or other beneficial interest, securities or real property, by the reporting individual, in excess of $1,000, which would otherwise be required to be reported herein and is not or has not been so reported.

☒ NONE

ITEM ASSIGNED OR TRANSFERRED	ASSIGNED OR TRANSFERRED TO	CATEGORY OF VALUE

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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16. List below the type and market value of securities held by the reporting individual or such individual's spouse from each issuing entity in EXCESS of $1,000 at the close of the taxable year last occurring prior to the date of filing, including the name of the issuing entity exclusive of securities held by the reporting individual issued by a professional corporation. Whenever an interest in securities exists through a beneficial interest in a trust, the securities held in such trust shall be listed ONLY IF the reporting individual has knowledge thereof except where the reporting individual or the reporting individual's spouse has transferred assets to such trust for his or her benefit in which event such securities shall be listed unless they are not ascertainable by the reporting individual because the trustee is under an obligation or has been instructed in writing not to disclose the contents of the trust to the reporting individual. Securities of which the reporting individual or the reporting individual's spouse is the owner of record but in which such individual or the reporting individual's spouse has no beneficial interest shall not be listed. Indicate percentage of ownership ONLY if the reporting person or the reporting person's spouse holds more than five percent (5%) of the stock of a corporation in which the stock is publicly traded or more than ten percent (10%) of the stock of a corporation in which the stock is NOT publicly traded. Also list securities owned for investment purposes by a corporation more than 50 percent (50%) of the stock of which is owned or controlled by the reporting individual or such individual's spouse. For the purpose of this item, the term "securities" shall mean mutual funds, bonds, mortgages, notes, obligations, warrants and stocks of any class, investment interests in limited or general partnerships and certificates of deposits (CDs) and such other evidences of indebtedness and certificates of interest as are usually referred to as securities. The market value for such securities shall be reported only if reasonably ascertainable and shall not be reported if the security is an interest in a general partnership that was listed in Item 8(a) or if the security is corporate stock, NOT publicly traded, in a trade or business of a reporting individual or a reporting individual's spouse.

☒ NONE

SELF/ SPOUSE	ISSUING ENTITY	TYPE OF SECURITY	PERCENTAGE OF CORPORATE STOCK OWNED OR CONTROLLED (If more than 5% of publicly traded stock, or more than 10% of stock not publicly traded, is held)	CATEGORY OF MARKET VALUE As of the close of the taxable year last occurring prior to the filing of this statement

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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17. List below the location, size, general nature, acquisition date, market value and percentage of ownership of any real property in which any vested or contingent interest in EXCESS of $1,000 is held by the reporting individual or the reporting individual's spouse. Also list real property owned for investment purposes by a corporation more than 50 percent (50%) of the stock of which is owned or controlled by the reporting individual or such individual's spouse. Do NOT list any real property which is the primary or secondary personal residence of the reporting individual or the reporting individual's spouse, except where there is a co-owner who is other than a relative.

☑ NONE

SELF/SPOUSE CORPORATION	LOCATION*	SIZE	GENERAL NATURE	ACQUISITION DATE	PERCENTAGE OF OWNERSHIP	CATEGORY OF MARKET VALUE

*Including number, street, town and state.

18. List below all notes and accounts receivable, other than from goods or services sold, held by the reporting individual at the close of the taxable year last occurring prior to the date of filing and other debts owed to such individual at the close of the taxable year last occurring prior to the date of filing, in EXCESS of $1,000, including the name of the debtor, type of obligation, date due and the nature of the collateral securing payment of each, if any, excluding securities reported in Item 16 herein above. Debts, notes and accounts receivable owed to the individual by a relative shall not be reported.

☑ NONE

NAME OF DEBTOR	TYPE OF OBLIGATION, DATE DUE, AND NATURE OF COLLATERAL, IF ANY	CATEGORY OF AMOUNT

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

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19. List below all liabilities of the reporting individual and such individual's spouse in EXCESS of $10,000 as of the date of filing of this statement, other than liabilities to a relative. DO NOT list liabilities incurred by, or guarantees made by, the reporting individual or such individual's spouse or by any proprietorship, partnership or corporation in which the reporting individual or such individual's spouse has an interest, when incurred or made in the ordinary course of the trade, business or professional practice of the reporting individual or such individual's spouse. Include the name of the creditor and any collateral pledged by such individual to secure payment of any such liability. A reporting individual shall not list any obligation to pay maintenance in connection with a matrimonial action, alimony or child support payments. Any loan issued in the ordinary course of business by a financial institution to finance educational costs, the cost of home purchase or improvements for a primary or secondary residence, or purchase of a personally owned motor vehicle, household furniture or appliances shall be excluded. If any such reportable liability has been guaranteed by any third person, list the liability and name the guarantor.

☑ NONE

NAME OF CREDITOR OR GUARANTOR	TYPE OF LIABILITY AND COLLATERAL, IF ANY	CATEGORY OF AMOUNT

Categories: A- under $5,000 B- $5,000 to under $20,000 C- $20,000 to under $60,000 D- $60,000 to under $100,000
E- $100,000 to under $250,000 F- $250,000 to under $500,000 G- $500,000 to under $1,000,000 H- $1,000,000 to under $3,000,000
I- $3,000,000 to under $5,000,000 J- $5,000,000.00 and over

The requirements of law relating to the reporting of financial interests are in the public interest and no adverse inference of unethical or illegal conduct or behavior will be drawn merely from compliance with these requirements.

Judith F. Kogan
Signature of Reporting Individual

5/15/22
Date (month/day/year)

STOP:

- **DID YOU REPORT YOUR SPOUSE'S INCOME FROM EMPLOYMENT IN QUESTION 13?**
- **DID YOU ANSWER EVERY QUESTION?**
- **DID YOU SIGN AND DATE YOUR STATEMENT ?**

NEW YORK STATE
ETHICS COMMISSION
FOR THE
UNIFIED COURT SYSTEM
25 Beaver Street, 8th Floor, New York, NY 10004
Phone: (212) 428-2899 • Fax (212) 428-2896
E-mail: EthicsComm@nycourts.gov • Website: www.nycourts.gov/ip/ethics

Hon. Robert J. Miller, Chair

Members
Hon. Teresa D. Johnson
Rosemary Garland-Scott, Esq.
Hon. Barbara Zambelli (Ret.)

Acting Executive Director
Elizabeth A. Hooks

February 9, 2023

Joseph Kasper
Civil Court Judge
[redacted]

NOTICE TO CURE
Pursuant to 22 NYCRR 40.1(k)

YOUR SUPPLEMENTARY STATEMENT OF FINANCIAL DISCLOSURE MUST BE FILED WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS NOTICE

Our records indicate that you did not submit your supplementary statement due October 27, 2022, for calendar year 2021.

Please note the Ethics Commission does not accept fax or email your response must be mailed.

If you fail to file your supplementary statement within fifteen (15) days of the date of this Notice, then, pursuant to 22 NYCRR 40.1(k), the Commission will be required to send you a **Notice of Delinquency**, with a copy to: the State Commission on Judicial Conduct if you are a judge or justice; or the Chief Administrator of the Courts if you are a nonjudicial officer or employee of the Unified Court System. Pursuant to 22 NYCRR 40.1(m), a copy of any notice of delinquency sent pursuant to section 40.1(k) will be available for public inspection. Furthermore, under section 40.1(l), if you knowingly and willingly fail to file your supplementary statement of financial disclosure, you will be subject to disciplinary action: as otherwise permitted by law or rule if you are a judge or justice; or as otherwise permitted by law, rule, or collective bargaining agreement if you are a nonjudicial officer or employee of the Unified Court System.

If the Commission is required to send a Notice of Delinquency to a filer, his or her name will be posted on our website.

NEW YORK STATE
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Hon. Robert J. Miller, Chair

Members
Hon. Teresa D. Johnson
Rosemary Garland-Scott, Esq.
Hon. Barbara Zambelli (Ret.)

Acting Executive Director
Elizabeth A. Hooks

Notice of Delinquency

March 29, 2023

Hon. Joseph Kasper
Civil Court Judge
[redacted]

Our records indicate that you have not filed a complete Financial Disclosure Statement for the Reporting Year 2021. Pursuant to the Rules of the Chief Judge, 22 NYCRR Part 40, as a Judge, you are required to file a Financial Disclosure Statement annually.

You filed a NOTICE OF AUTOMATIC EXTENSION OF TIME TO FILE TAX RETURN, which required you to submit a supplementary statement on or before October 22, 2022. You called the office and stated that you needed more time and would mail the supplementary statement on October 28, 2022. On February 6, 2023, the Ethics Commission sent you a Notice to Cure, and, as of March 29, 2023, your completed financial disclosure statement remains outstanding.

As stated in the Rules, the Ethics Commission is required to send a copy of this delinquency notice to the New York State Commission on Judicial Conduct and make a copy of this notice available for public inspection. Your name will also be listed on the Ethics Committee's webpage for delinquent filers.

NEW YORK STATE
ETHICS COMMISSION
FOR THE
UNIFIED COURT SYSTEM
25 Beaver Street, 8th Floor, New York, NY 10004
Phone: (212) 428-2899 • Fax (212) 428-2896
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Hon. Robert J. Miller, Chair

Members
Hon. Teresa D. Johnson
Rosemary Garland-Scott, Esq.
Hon. Barbara Zambelli (Ret.)

Acting Executive Director
Elizabeth A. Hooks

Notice of Delinquency

March 29, 2023

Hon. Joseph Kasper
Civil Court Judge
[redacted] N[redacted]

Our records indicate that you have not filed a complete Financial Disclosure Statement for the Reporting Year 2021. Pursuant to the Rules of the Chief Judge, 22 NYCRR Part 40, as a Judge, you are required to file a Financial Disclosure Statement annually.

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Exhibit B

JOSEPH F KASPER, ESQ.
IOLA - ATTORNEY ESCROW ACCOUNT
105-30 CROSSBAY BLVD
OZONE PARK NY 11417

Speak to a dedicated business solutions expert at 1-888-755-2172 — a one-stop number for both your business and personal needs.

ACCOUNT SUMMARY FOR PERIOD DECEMBER 01, 2022 - DECEMBER 30, 2022

Interest on Lawyer Account [redacted] **JOSEPH F KASPER, ESQ.**

Previous Balance 11/30/22	$16,029.71	Number of Days in Cycle	30
1 Deposits/Credits	$109,435.85	Minimum Balance This Cycle	$16,029.71
Interest Paid	$21.10	Average Collected Balance	$30,151.17
1 Checks/Debits	($21.10)	Interest Earned During this Cycle	$40.99
Service Charges	$0.00	Interest Paid Year-To-Date	$0.00
Ending Balance 12/30/22	$125,465.56	Annual Percentage Yield (This Statement Period)	1.61%

ACCOUNT DETAIL FOR PERIOD DECEMBER 01, 2022 - DECEMBER 30, 2022

Interest on Lawyer Account [redacted] **JOSEPH F KASPER, ESQ.**

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
12/25	Interest paid	$21.10		$16,050.81
12/27	Customer Deposit	$109,435.85		$125,486.66
12/27	Interest adjustment debit		$21.10	$125,465.56
Total		$109,456.95	$21.10	

Thank you for banking with us.

Products and services are offered by Capital One, N.A., Member FDIC.
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MEMBER FDIC EQUAL HOUSING LENDER

An Important Message to Our Clients

What should I do if I find an error or problem on my statement?

In case of error or questions about your electronic transfers telephone us at 1-888-755-2172 or write us at Capital One, N.A., 7933 Preston Rd. Plano, Texas 75024, Attn: Customer Service Center as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

For small business accounts: Please refer to your Electronic Fund Transfer Agreement/Disclosure for additional information.

For consumer accounts: We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

PSI: 0 / SHC: 0 / LOB :S

Exhibit C

JOSEPH F KASPER, ESQ.
IOLA - ATTORNEY ESCROW ACCOUNT
105-30 CROSSBAY BLVD
OZONE PARK NY 11417

Speak to a dedicated business solutions expert at 1-888-755-2172 — a one-stop number for both your business and personal needs.

ACCOUNT SUMMARY FOR PERIOD JANUARY 01, 2023 - JANUARY 31, 2023

Interest on Lawyer Account [redacted] **JOSEPH F KASPER, ESQ.**

Previous Balance 12/31/22	$125,465.56	Number of Days in Cycle	31
0 Deposits/Credits	$0.00	Minimum Balance This Cycle	$16,029.71
Interest Paid	$161.00	Average Collected Balance	$118,405.18
2 Checks/Debits	($109,596.85)	Interest Earned During this Cycle	$161.00
Service Charges	$0.00	Interest Paid Year-To-Date	$0.00
Ending Balance 01/31/23	$16,029.71	Annual Percentage Yield (This Statement Period)	1.61%

ACCOUNT DETAIL FOR PERIOD JANUARY 01, 2023 - JANUARY 31, 2023

Interest on Lawyer Account [redacted] **JOSEPH F KASPER, ESQ.**

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
01/25	Interest paid	$161.00		$125,626.56
01/26	Interest adjustment debit		$161.00	$125,465.56
01/30	Customer withdrawal		$109,435.85	$16,029.71
Total		$161.00	$109,596.85	

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MEMBER FDIC EQUAL HOUSING LENDER

An Important Message to Our Clients

What should I do if I find an error or problem on my statement?

In case of error or questions about your electronic transfers telephone us at 1-888-755-2172 or write us at Capital One, N.A., 7933 Preston Rd. Plano, Texas 75024, Attn: Customer Service Center as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

For small business accounts: Please refer to your Electronic Fund Transfer Agreement/Disclosure for additional information.

For consumer accounts: We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

PSI: 0 / SHC: 0 / LOB :S

Exhibit D

From: Qnssurr-admin
Sent: Wednesday, January 18, 2023 3:08 PM
To: 'J kasper'
Subject: RE: File Number: 2021-5978 File Name: Alexander Andretta

Submit:

- Petitioner's Affidavit pursuant to SCPA 707 – are you / not a convicted felon? (see page 1 on Courts Official form that was not used).
- ORIGINAL DEATH CERTIFICATE TO BE DELIVERED TO THE COURT. Matter will not move forward without it.
- Amend petition in #3(a) or amend Bond Affidavit re: Personal Property – they differ.

Best Regards,
Queens County Surrogate's Court - Administration Dept.

You can review papers and worksheets remotely by visiting: websurrogates.nycourts.gov
You can also obtain blank copies of all forms, checklists and decrees by visiting:
http://ww2.nycourts.gov/courts/11jd/surrogates/local_forms.shtml

---

From: J kasper <thejklawoffice@[redacted]>
Sent: Tuesday, January 17, 2023 3:33 PM
To: Qnssurr-admin <Qnssurr-admin@[redacted]>
Subject: File Number: 2021-5978 File Name: Alexander Andretta

File Number: **2021-5978**
File Name: **Alexander Andretta**
Create Date: **12/30/2021 4:54 PM**
eFiling Status: **AP**

Good afternoon, Administration Department,

We filed the above matter with the Queens County Surrogate's Court more than 1 year ago.

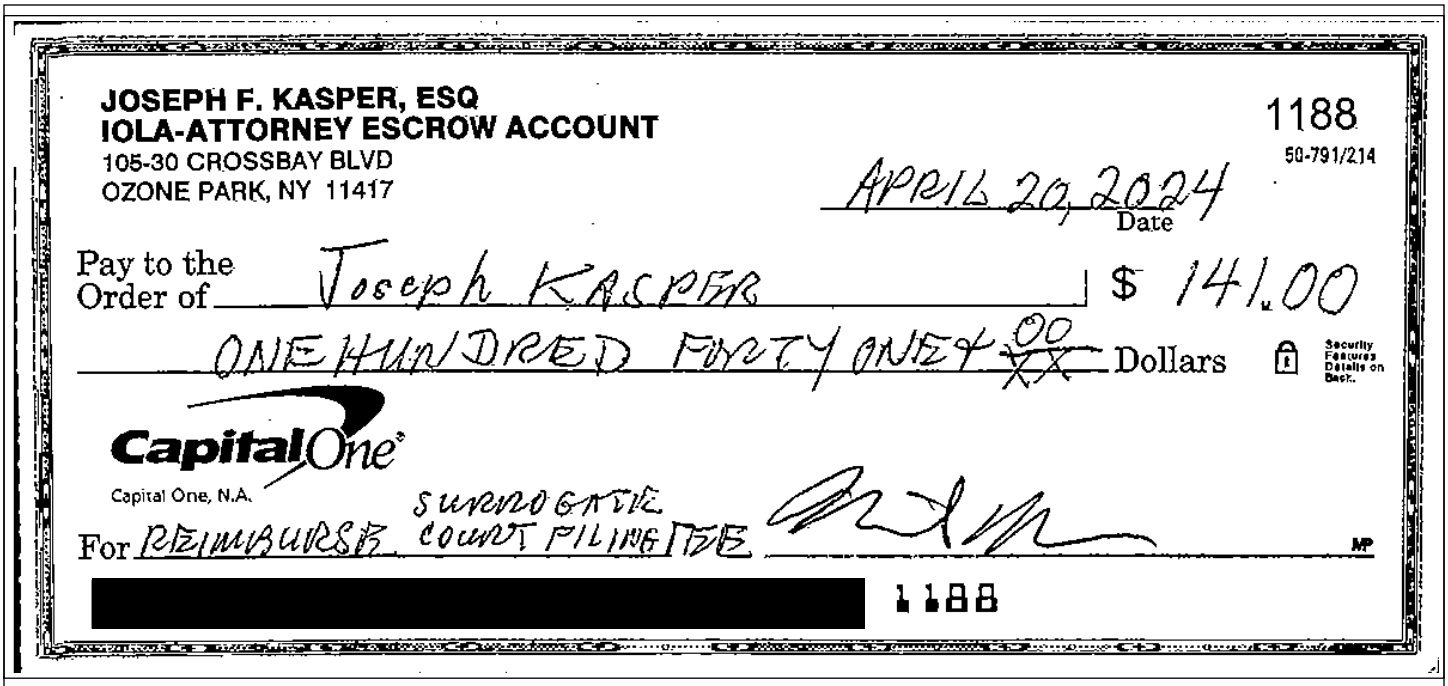
We have NOT received Letters of Administration for the Descendant, nor have we have we heard back from you.

Kindly forward the Letters of Administration to the undersigned.

Thanking you in advance for your cooperation.

Best regards,

Exhibit E



JOSEPH F. KASPER, ESQ
IOLA-ATTORNEY ESCROW ACCOUNT
105-30 CROSSBAY BLVD
OZONE PARK, NY 11417

1188
50-791/214

APRIL 29, 2024
Date

Pay to the Order of Joseph KASPER $ 141.00

ONE HUNDRED FORTY ONE & 00/XX Dollars

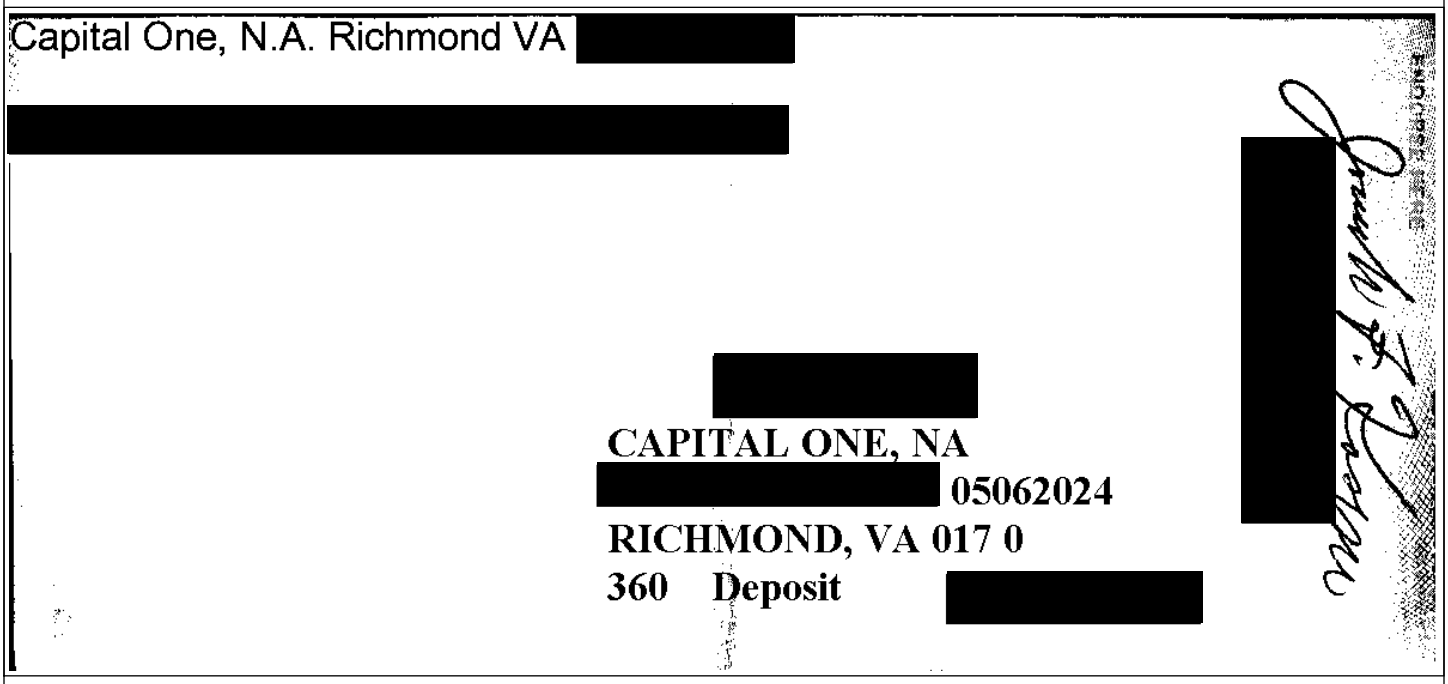
Security Features Details on Back.

Capital One
Capital One, N.A.

For REIMBURSE SURROGATE COURT FILING FEE

[redacted] 1188

ProcDate: 2024/05/06
AccountNum: ******5162
CheckAmt: 141.00
SerialNum: 1188
MflmSeqNum: 8000188154



Capital One, N.A. Richmond VA [redacted]

[redacted]

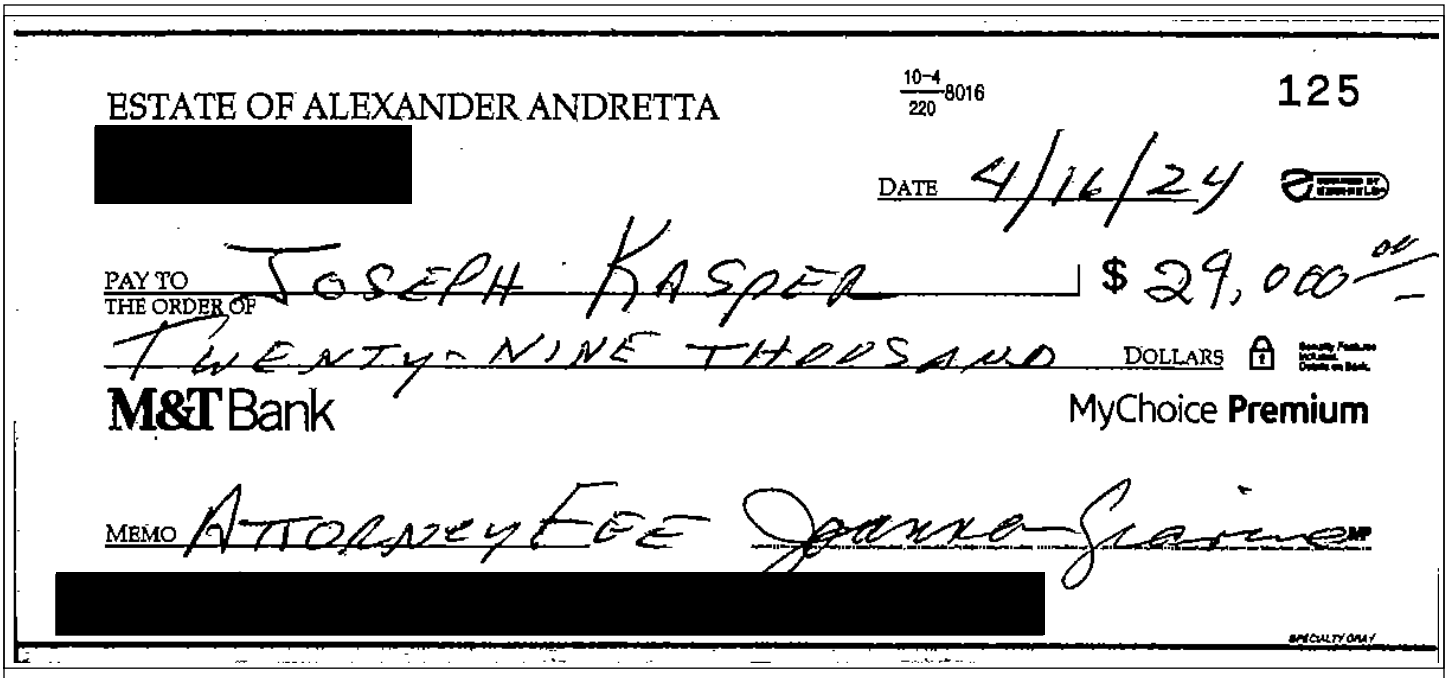
[redacted]

CAPITAL ONE, NA
[redacted] 05062024
RICHMOND, VA 017 0
360 Deposit [redacted]

[redacted]

ProcDate: 2024/05/06
AccountNum: ******[redacted]
CheckAmt: 141.00
SerialNum: 1188
MflmSeqNum: [redacted]

Exhibit F


ESTATE OF ALEXANDER ANDRETTA

[redacted]

10-4 / 220 8016

125

DATE 4/16/24

PAY TO THE ORDER OF JOSEPH KASPER $ 29,000 00

TWENTY-NINE THOUSAND DOLLARS

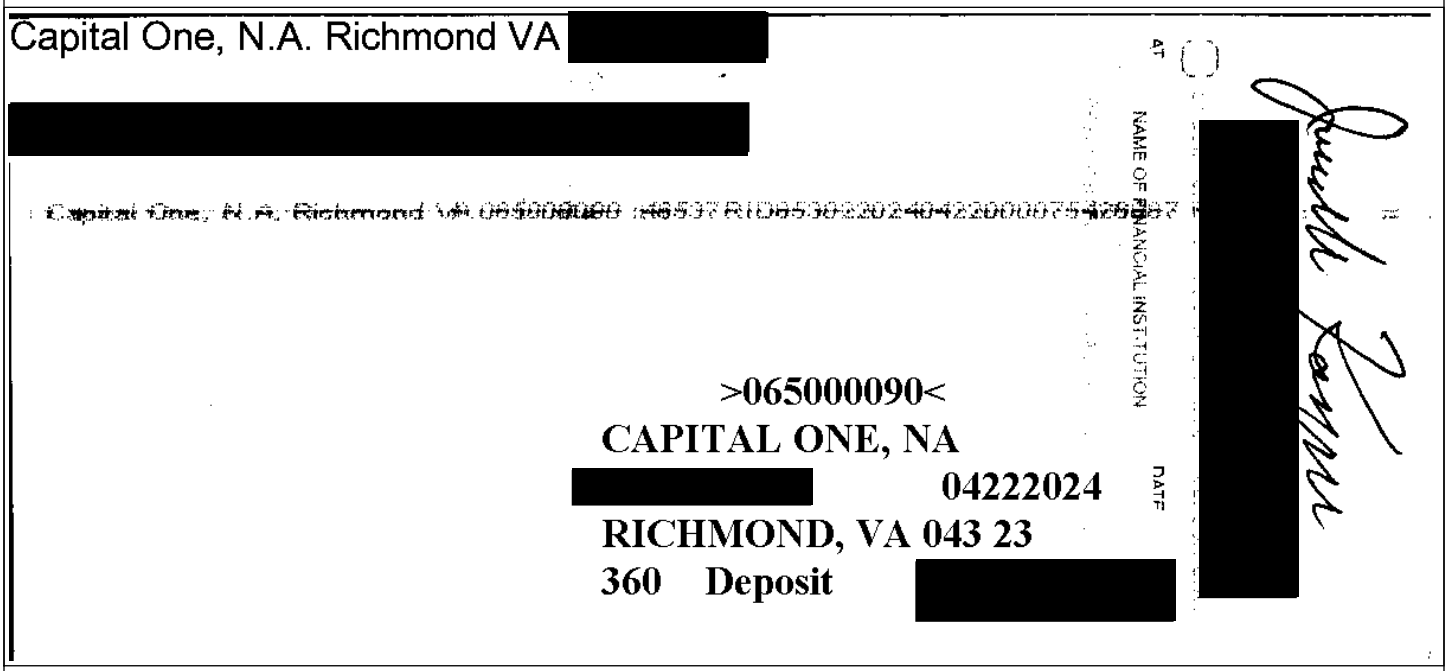
M&T Bank

MyChoice Premium

MEMO ATTORNEY FEE

[redacted]

ProcDate: 2024/04/22
AccountNum: ******[redacted]
CheckAmt: 29,000.00
SerialNum: 125
MflmSeqNum: [redacted]


Capital One, N.A. Richmond VA [redacted]

[redacted]

Capital One, N.A. Richmond VA [illegible]

NAME OF FINANCIAL INSTITUTION

DATE

>065000090<

CAPITAL ONE, NA

[redacted] 04222024

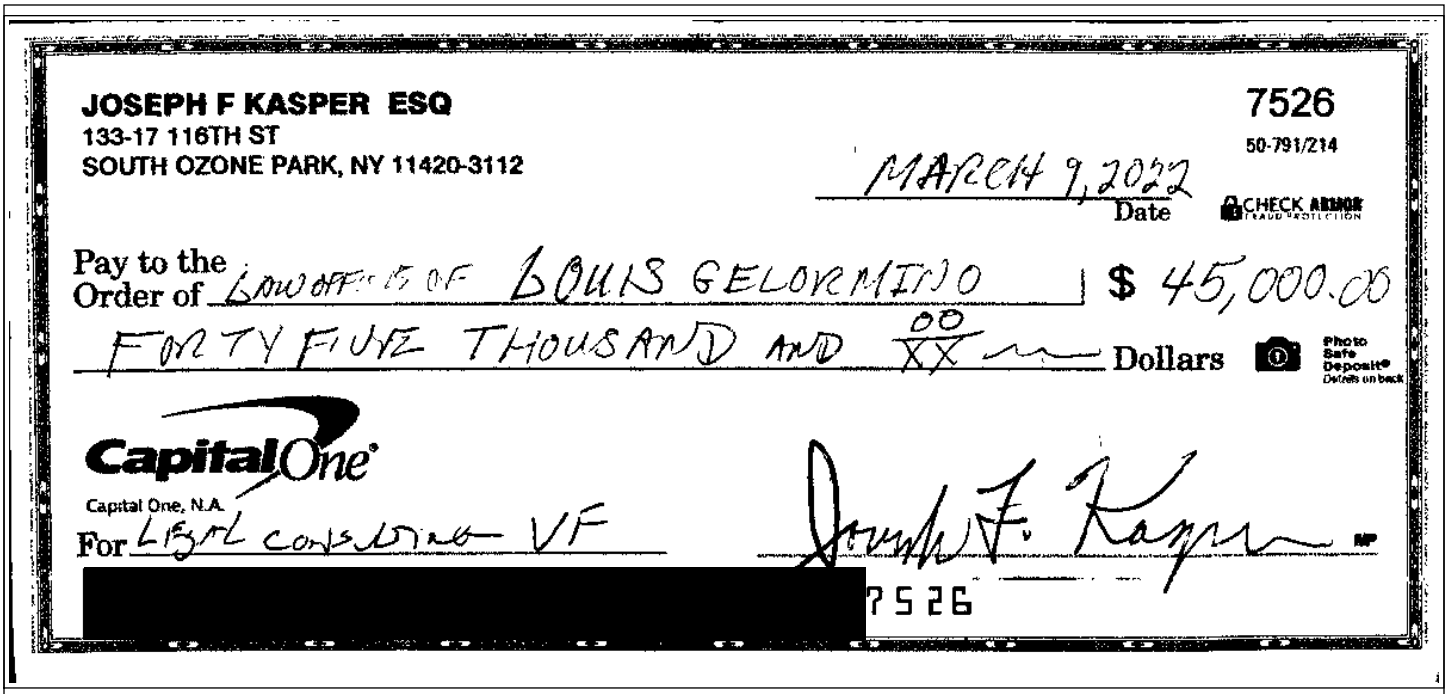
RICHMOND, VA 043 23

360 Deposit [redacted]

[redacted]

ProcDate: 2024/04/22
AccountNum: ******[redacted]
CheckAmt: 29,000.00
SerialNum: 125
MflmSeqNum: [redacted]

Exhibit G



JOSEPH F KASPER ESQ
133-17 116TH ST
SOUTH OZONE PARK, NY 11420-3112

7526
50-791/214

MARCH 9, 2022
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of LAW OFFICES OF LOUIS GELORMINO $ 45,000.00

FORTY FIVE THOUSAND AND 00/XX Dollars

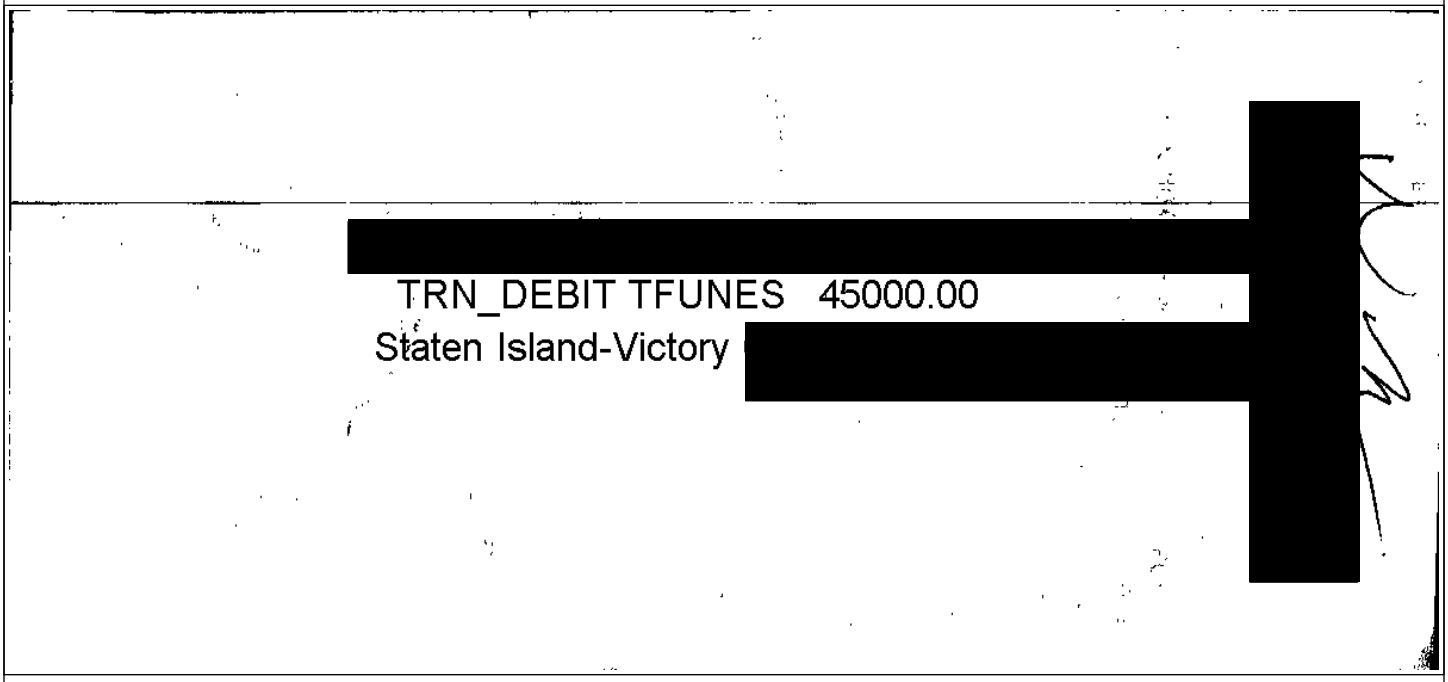
Photo Safe Deposit® Details on back

Capital One
Capital One, N.A.

For LEGAL CONSULTING VF

[redacted] 7526

ProcDate: 2022/04/14
AccountNum: ******[redacted]
CheckAmt: 45,000.00
SerialNum: 7526
MflmSeqNum: [redacted]



ProcDate: 2022/04/14
AccountNum: ******[redacted]
CheckAmt: 45,000.00
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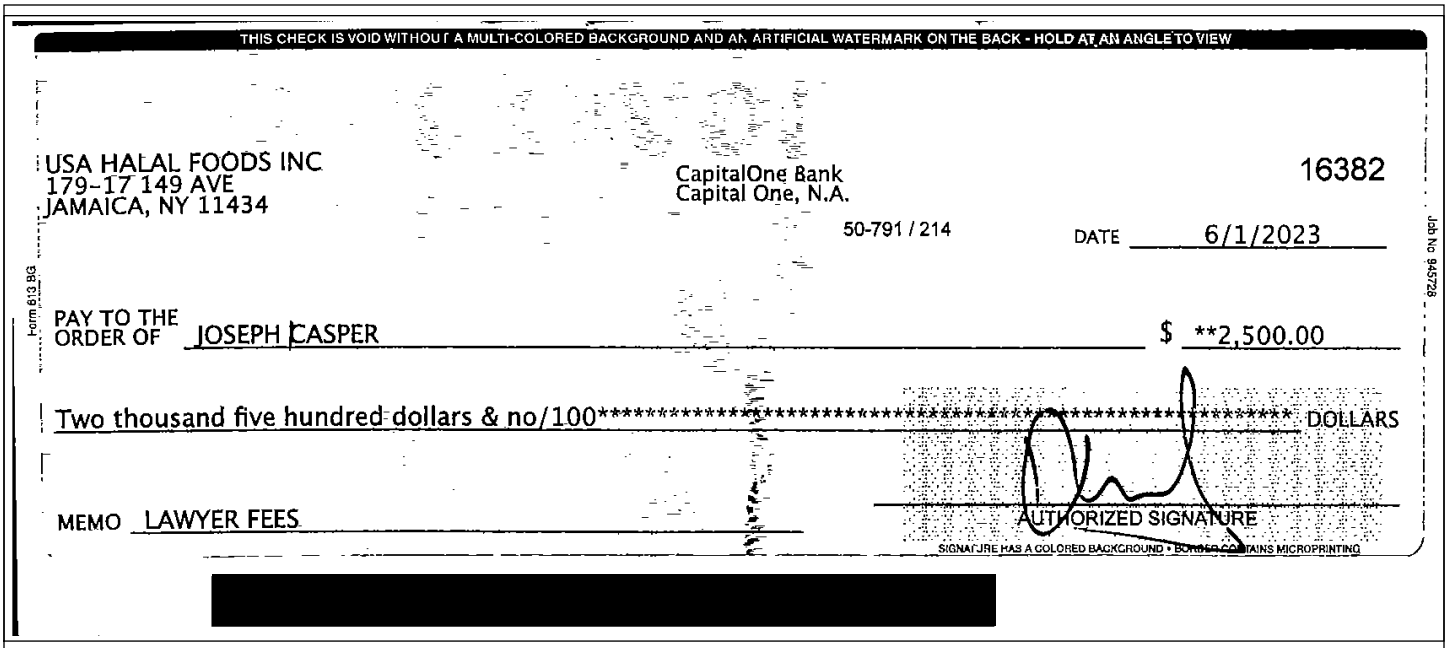
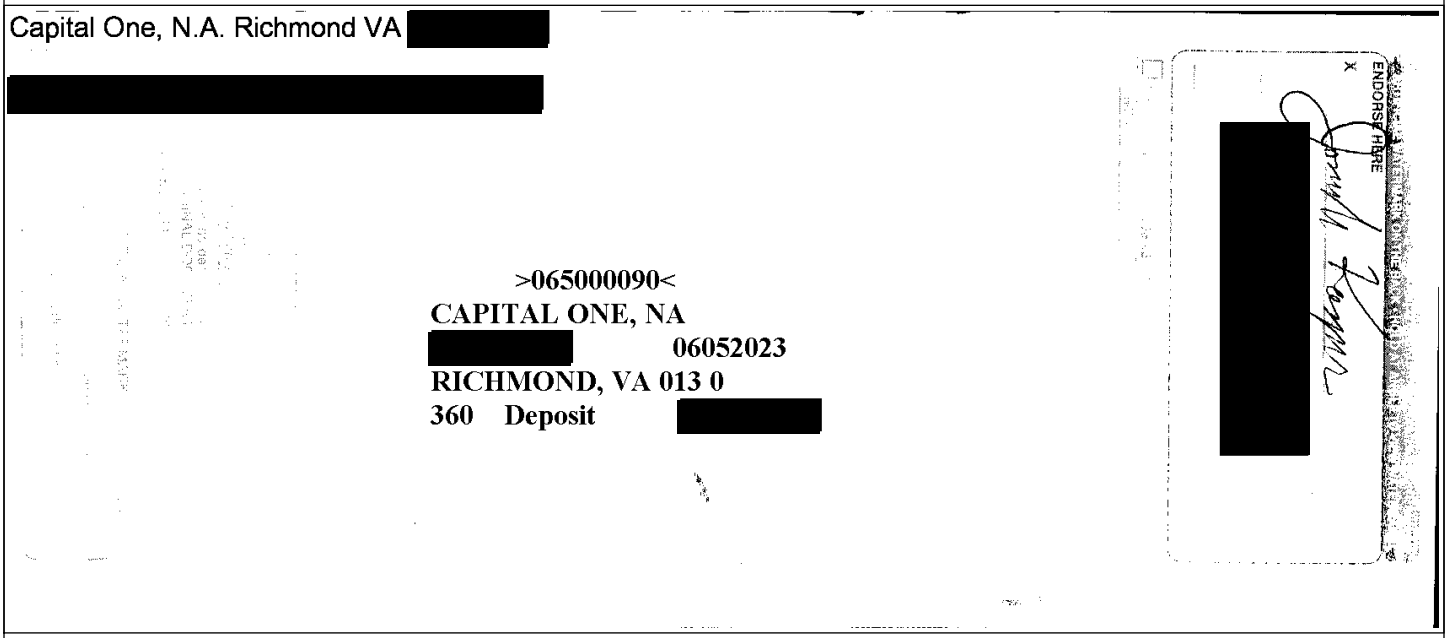
MflmSeqNum: [redacted]

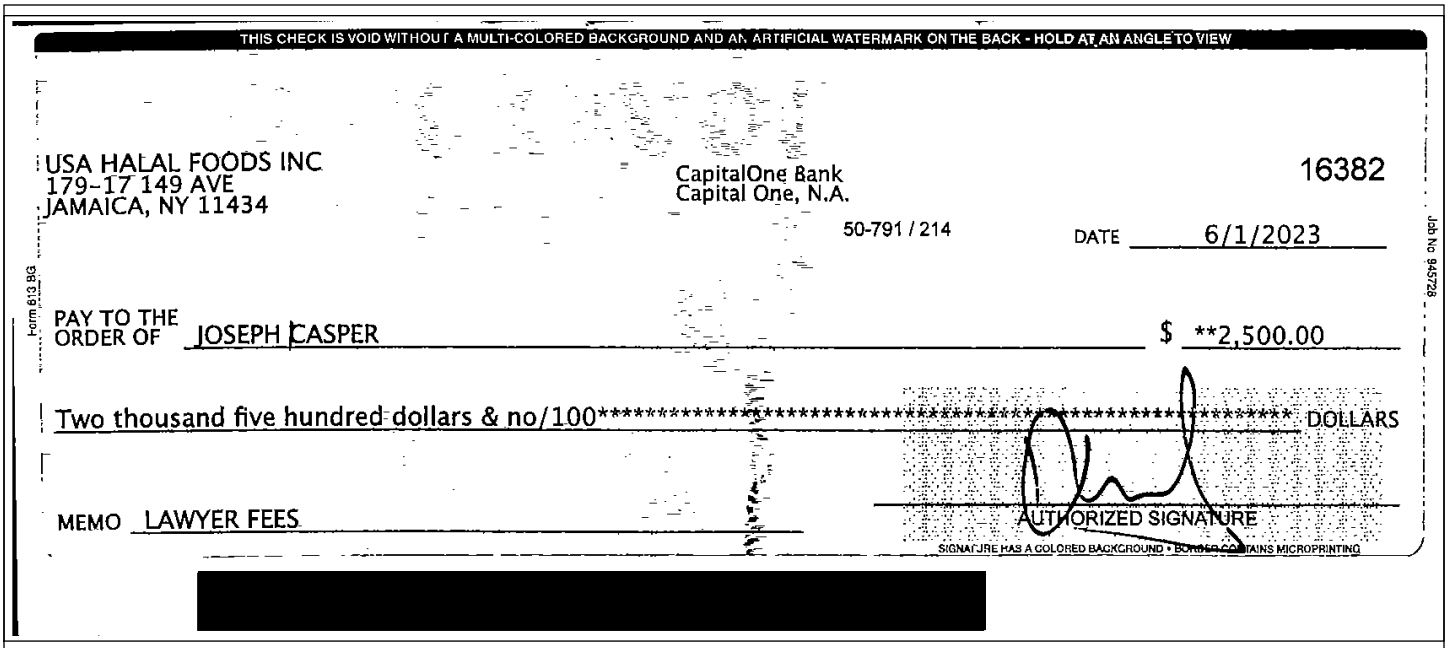
Exhibit H



ProcDate: 2023/06/05
AccountNum: ******[redacted]
CheckAmt: 2,500.00
SerialNum: 16382
MflmSeqNum: [redacted]



ProcDate: 2023/06/05
AccountNum: ******[redacted]
CheckAmt: 2,500.00
SerialNum: 16382
MflmSeqNum: [redacted]


THIS CHECK IS VOID WITHOUT A MULTI-COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

USA HALAL FOODS INC
179-17 149 AVE
JAMAICA, NY 11434

CapitalOne Bank
Capital One, N.A.

16382

50-791 / 214

DATE 6/1/2023

PAY TO THE ORDER OF JOSEPH CASPER $ **2,500.00

Two thousand five hundred dollars & no/100********** DOLLARS

MEMO LAWYER FEES

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

Form 613 BG

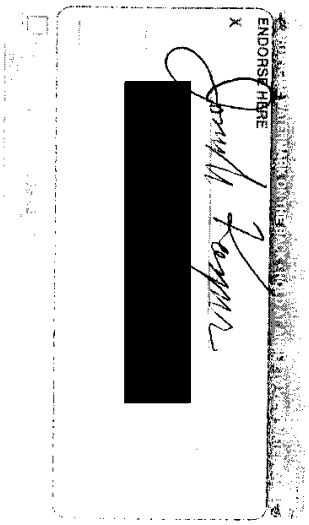
Job No 945728

[redacted]

ProcDate: 2023/06/05
AccountNum: ******[redacted]
CheckAmt: 2,500.00
SerialNum: 16382
MflmSeqNum: [redacted]

Capital One, N.A. Richmond VA [redacted]

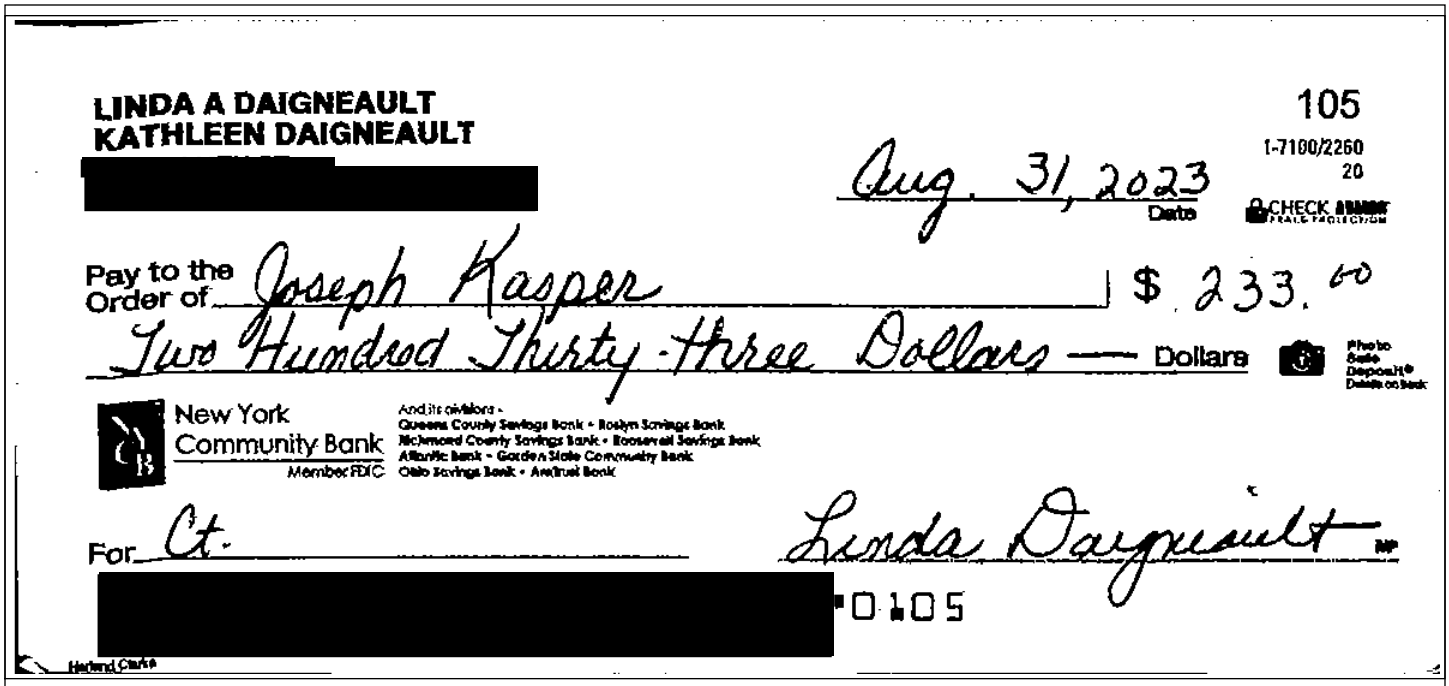
[redacted]



>065000090<
CAPITAL ONE, NA
[redacted] 06052023
RICHMOND, VA 013 0
360 Deposit [redacted]

ProcDate: 2023/06/05
AccountNum: ******[redacted]
CheckAmt: 2,500.00
SerialNum: 16382
MflmSeqNum: [redacted]

Exhibit I



LINDA A DAIGNEAULT
KATHLEEN DAIGNEAULT
[redacted]

105
1-7100/2260
20

Aug. 31, 2023
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Joseph Kasper $ 233.00

Two Hundred Thirty-three Dollars — Dollars

Photo Safe Deposit® Details on Back

New York Community Bank
Member FDIC

And its divisions:
Queens County Savings Bank • Roslyn Savings Bank
Richmond County Savings Bank • Roosevelt Savings Bank
Atlantic Bank • Garden State Community Bank
Ohio Savings Bank • AmTrust Bank

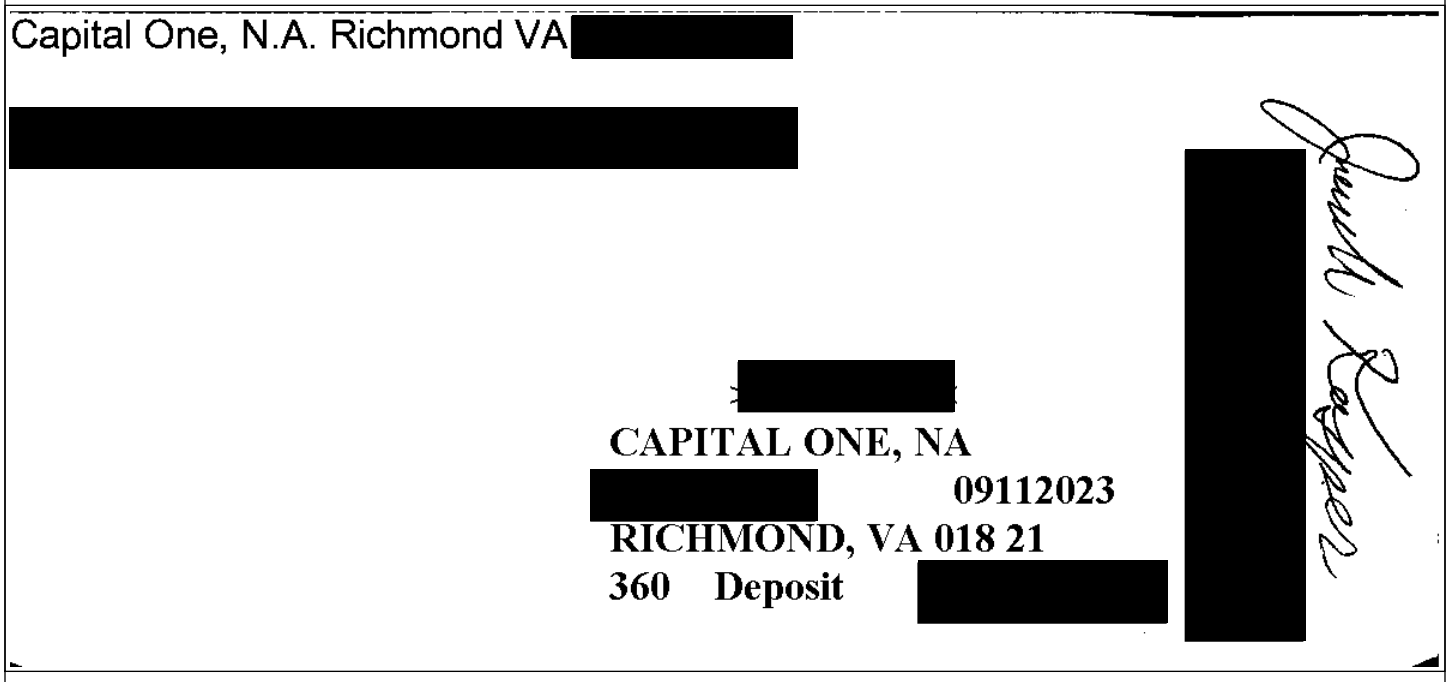
For Ct.

Linda Daigneault

[redacted] 0105

Hetland Clarke

ProcDate: 2023/09/11
AccountNum: ********[redacted]
CheckAmt: 233.00
SerialNum: 105
MflmSeqNum: [redacted]



Capital One, N.A. Richmond VA [redacted]

[redacted]

[redacted]

CAPITAL ONE, NA
[redacted] 09112023
RICHMOND, VA 018 21
360 Deposit [redacted]

[redacted]

ProcDate: 2023/09/11
AccountNum: ********[redacted]
CheckAmt: 233.00
SerialNum: 105
MflmSeqNum: [redacted]

EXHIBIT A139

From: Deborah Scalise <[redacted]>
Sent: Thursday, October 24, 2024 12:35 PM
To: Vickie Ma <[redacted]>; Mark H. Levine <[redacted]>
Subject: Personal and Confidential Matter of Kasper

Hi Vicki and Mark,

I am in need of an adjournment. Judge Kasper has advised me that he had some recent medical issues and although he has provided some of the requested documentation, I am in need of more time to follow up.

As to his medial issues, he was scheduled for a [redacted]

So he is now rescheduled for his [redacted] on November 8th and the [redacted] the week after.

I would appreciate whatever time you are willing to give me but need at least two weeks.

Thanks!
Deb

Deborah A. Scalise

SCALISE & HAMILTON PC
111 Brook Street, Suite 202
Scarsdale, NY 10583
Phone: [redacted]

Facsimile: [redacted]
email: dscalise@[redacted]

This communication, as well as any attached documents are intended solely for the party named above and contain(s) confidential and legally privileged information which may not be disclosed under applicable law and belongs to the sender and/or the intended party. If you are not the intended party, any action that you may undertake in reliance on the contents of the information contained herein is prohibited and that any unauthorized use, dissemination or distribution of this communication and/or the attached documents and their contents, is subject to legal action. If you received this communication in error, it is requested that you delete this communication and all attached documents from your electronic storage files and notify the sender immediately at the above E-mail address, or call (914) 725-2801. Please also be advised that pursuant to United States Treasury Department Circular 230 any discussion of a federal tax issue in this communication, as well as any attached documents are not intended or written to be used, and cannot be used, by any recipient, for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT A140

NEW YORK STATE
COMMISSION ON JUDICIAL CONDUCT

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TAA GRAYS, VICE CHAIR
HON. FERNANDO M. CAMACHO
STEFANO CAMBARERI
BRIAN C. DOYLE
HON. JOHN A. FALK
HON. ROBERT J. MILLER
NINA M. MOORE
MARVIN RAY RASKIN
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61 BROADWAY, SUITE 1200
NEW YORK, NEW YORK 10006

646-386-4800 518-299-1757
TELEPHONE FACSIMILE
www.cjc.ny.gov

ROBERT H. TEMBECKJIAN
ADMINISTRATOR & COUNSEL

MARK LEVINE
DEPUTY ADMINISTRATOR

BRENDA CORREA
JENNIFER L. LOWRY
MELISSA DIPALO
PRINCIPAL ATTORNEYS

VICKIE MA
ERIC ARNONE
SENIOR ATTORNEYS

KELVIN S. DAVIS
STELLA E. GILLILAND
ADAM B. KAHAN
STAFF ATTORNEYS

ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

October 24, 2024

Via email: dscalise@[redacted]
Hon. Joseph F. Kasper
c/o Deborah A. Scalise, Esq.
Scalise & Hamilton, P.C.
111 Brook Street, Suite 202
Scarsdale, New York 10583

Re: File Nos: 2022/N-1268 & 2023/N-0345

Dear Ms. Scalise:

Pursuant to your email of October 24, 2024, your request for an extension of time to submit a response to the Commission's inquiry letter in the above-referenced matters is granted. Please submit your response on or before November 8, 2024.

Thank you for your prompt attention to this matter.

Very truly yours,

MARK LEVINE
Deputy Administrator

cc: Vickie Ma, via email to [redacted]

EXHIBIT A141

-----Original Message-----
From: Deborah Scalise <[redacted]>
Sent: Thursday, November 7, 2024 2:59 PM
To: Mark H. Levine <[redacted]>; Vickie Ma <[redacted]>
Subject: Personal and confidential

Mark and Vickie
I out of town I just finished up a hearing at the 3D dept character & fitness comm And I am heading back and won't be in my office today

The judge has not been feeling well and has his [redacted] tomorrow

Can we please have additional time?
Thank you

Deb

Sent from my iPhone

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EXHIBIT A142

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ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

November 8, 2024

Via email: dscalise@[redacted]
Hon. Joseph F. Kasper
c/o Deborah A. Scalise, Esq.
Scalise & Hamilton, P.C.
111 Brook Street, Suite 202
Scarsdale, New York 10583

Re: File Nos: 2022/N-1268 & 2023/N-0345

Dear Ms. Scalise:

Pursuant to your email of November 7, 2024, your request for an extension of time to submit a response to the Commission's inquiry letter in the above-referenced matters is granted. Please submit your response on or before November 22, 2024. No further adjournments due to health reasons will be granted without appropriate medical documentation.

Thank you for your prompt attention to this matter.

Very truly yours,

Mark Levine
Deputy Administrator

EXHIBIT A143

Laura Soto

From: Mark H. Levine
Sent: Friday, November 22, 2024 1:12 PM
To: Laura Soto
Subject: FW: PERSONAL AND CONFIDENTIAL - Matter of Hon. Joseph Kasper - File Nos.: 2022/N-1268 and 2022/N-0345
Attachments: [redacted], MD - LETTER 9-30-24.pdf; Instructions for 1-14-25 procedure.pdf; Letter regarding [redacted] on 11-15-24.pdf

Categories: Orange category

Mark H. Levine | Deputy Administrator
New York State **Commission on Judicial Conduct**
61 Broadway, Suite 1200 **|** New York, NY 10006
[redacted] (phone) **|** [redacted] (fax)
[redacted] **|** www.cjc.ny.gov

From: Staff Assistant <staff@[redacted]
Sent: Friday, November 22, 2024 1:05 PM
To: Mark H. Levine <[redacted]>; Vickie Ma <[redacted]>
Cc: Deborah Scalise <[redacted]
Subject: PERSONAL AND CONFIDENTIAL - Matter of Hon. Joseph Kasper - File Nos.: 2022/N-1268 and 2022/N-0345

Dear Mr. Levine,
As you know Ms. Scalise represents Judge Kasper in the above referenced matter. Please note that Ms. Scalise is on vacation until December 1st. Due to Ms. Scalise's vacations and the Judge's medical notes, see attached, we request an adjournment on this matter.

Ms. Scalise asked if you could call her on Monday on her cell phone to discuss further. Please advise as soon as possible. Please note that Ms. Scalise is flying today.

Thank you for your prompt attention to this matter.
Sonia for Deborah A. Scalise

Administrative Assistant
Please note our new address
SCALISE & HAMILTON P.C.
111 Brook Street, Suite 202
Scarsdale, NY 10583
Phone: [redacted]
Facsimile: [redacted]
email: mailto: staff@[redacted]
This communication, as well as any attached documents are intended solely for the party named above and contain(s) confidential and legally privileged information which may not be disclosed under applicable law and belongs to the sender and/or the intended party. If you are not the

intended party, any action that you may undertake in reliance on the contents of the information contained herein is prohibited and any unauthorized use, dissemination or distribution of this communication and/or the attached documents and their contents, is subject to legal action. If you received this communication in error, it is requested that you delete this communication and all attached documents from your electronic storage files and notify the sender immediately at the above E-mail address, or call (914) 725-2801. Please also be advised that pursuant to United States Treasury Department Circular 230 any discussion of a federal tax issue in this communication, as well as any attached documents are not intended or written to be used, and cannot be used, by any recipient, for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.

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[redacted], MD, FACC
[redacted]
[redacted] Hospital – [redacted]
[redacted]
Phone: [redacted] Fax: [redacted]

[redacted] Hospital,
[redacted]

9/30/2024

[redacted], MD
[redacted]
Howard Beach NY 11414

Dear Dr. [redacted]

Your patient, Joseph Kasper, [redacted] underwent [redacted] on 9/30/2024. [redacted] findings are enclosed on the following pages.

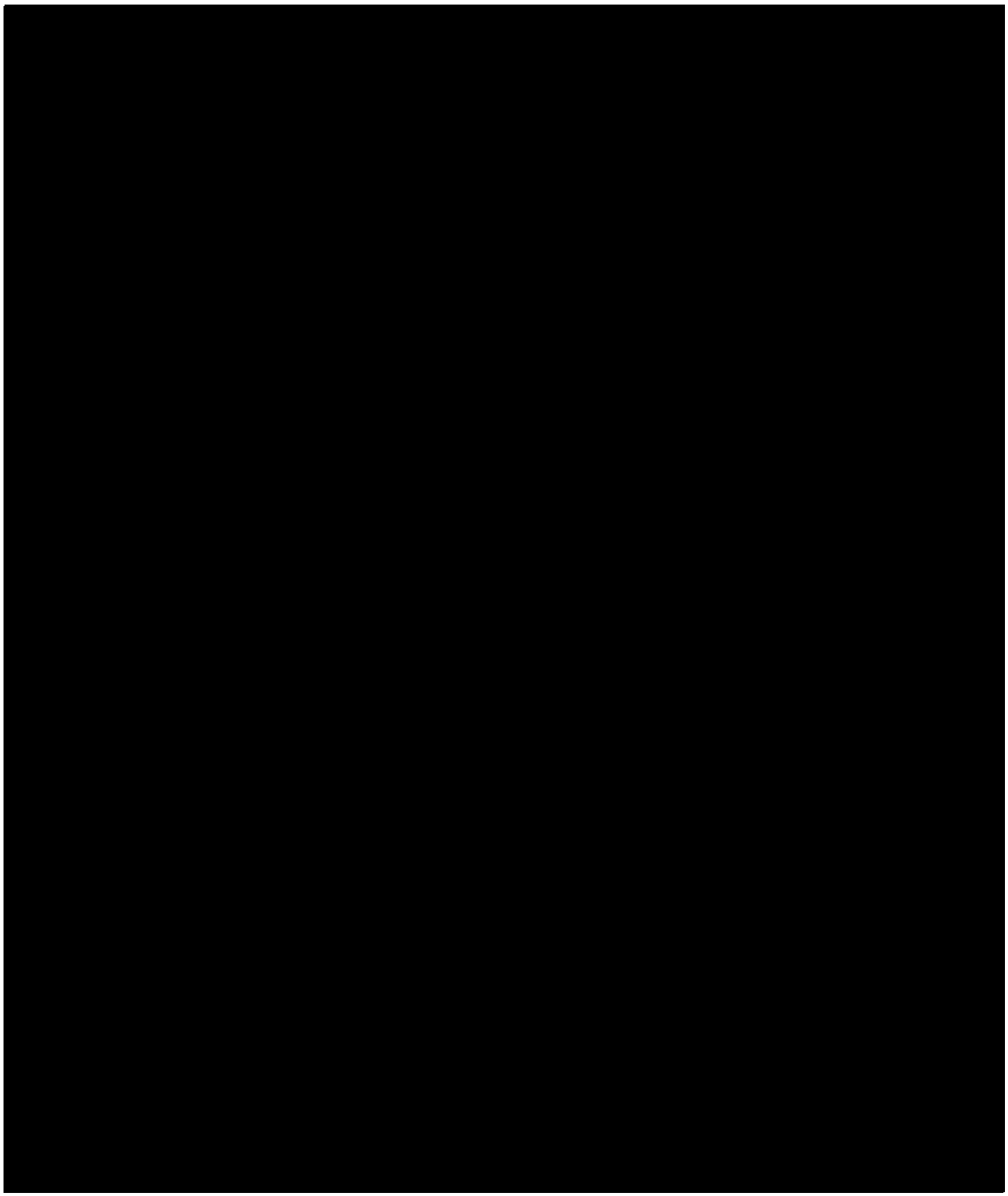
[redacted]

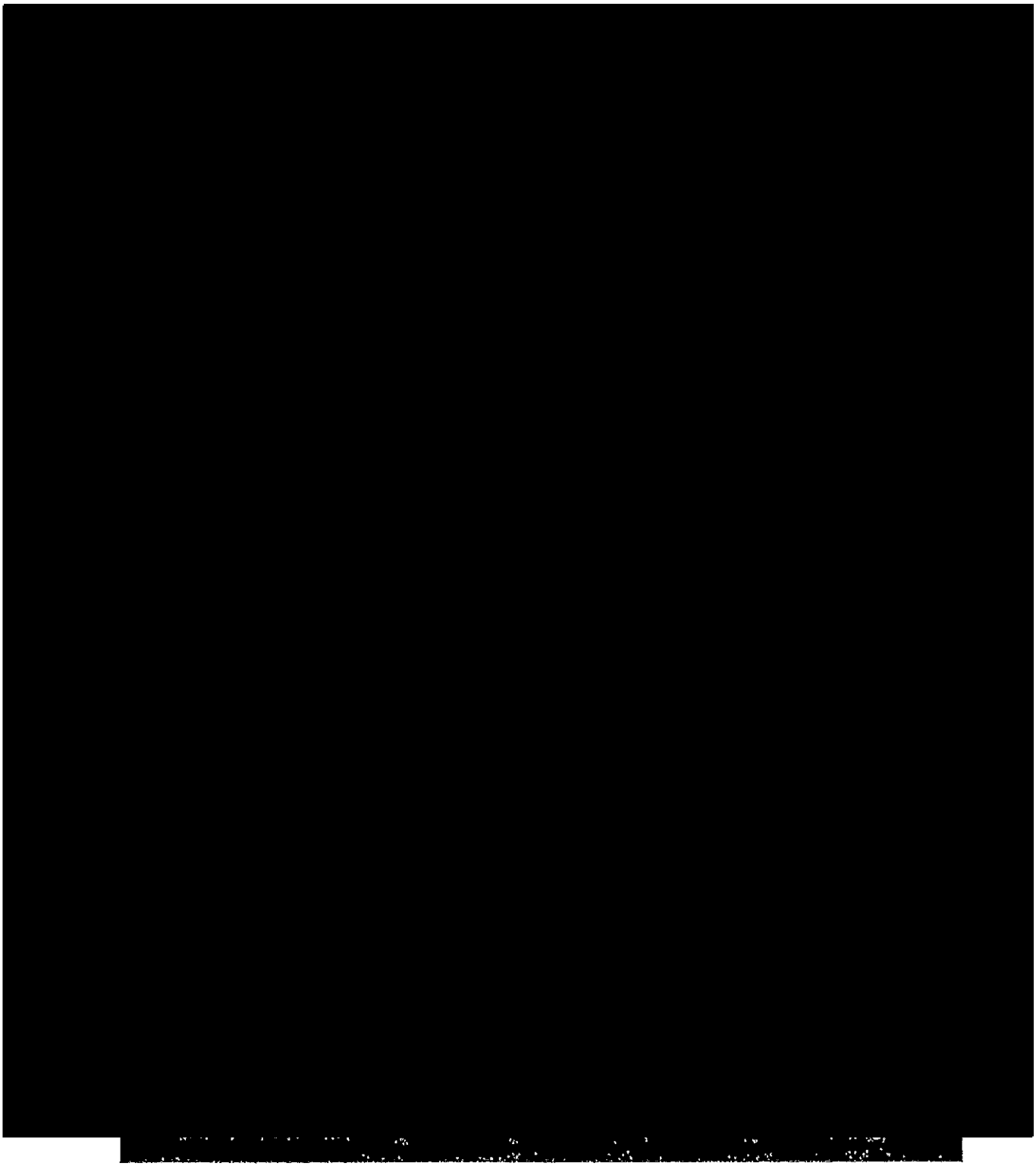
[redacted] Your patient will be contacting you for further follow-up and if I can answer any questions, or be of any assistance, please do not hesitate to call.

Sincerely,

[redacted], MD, FACC

[redacted]





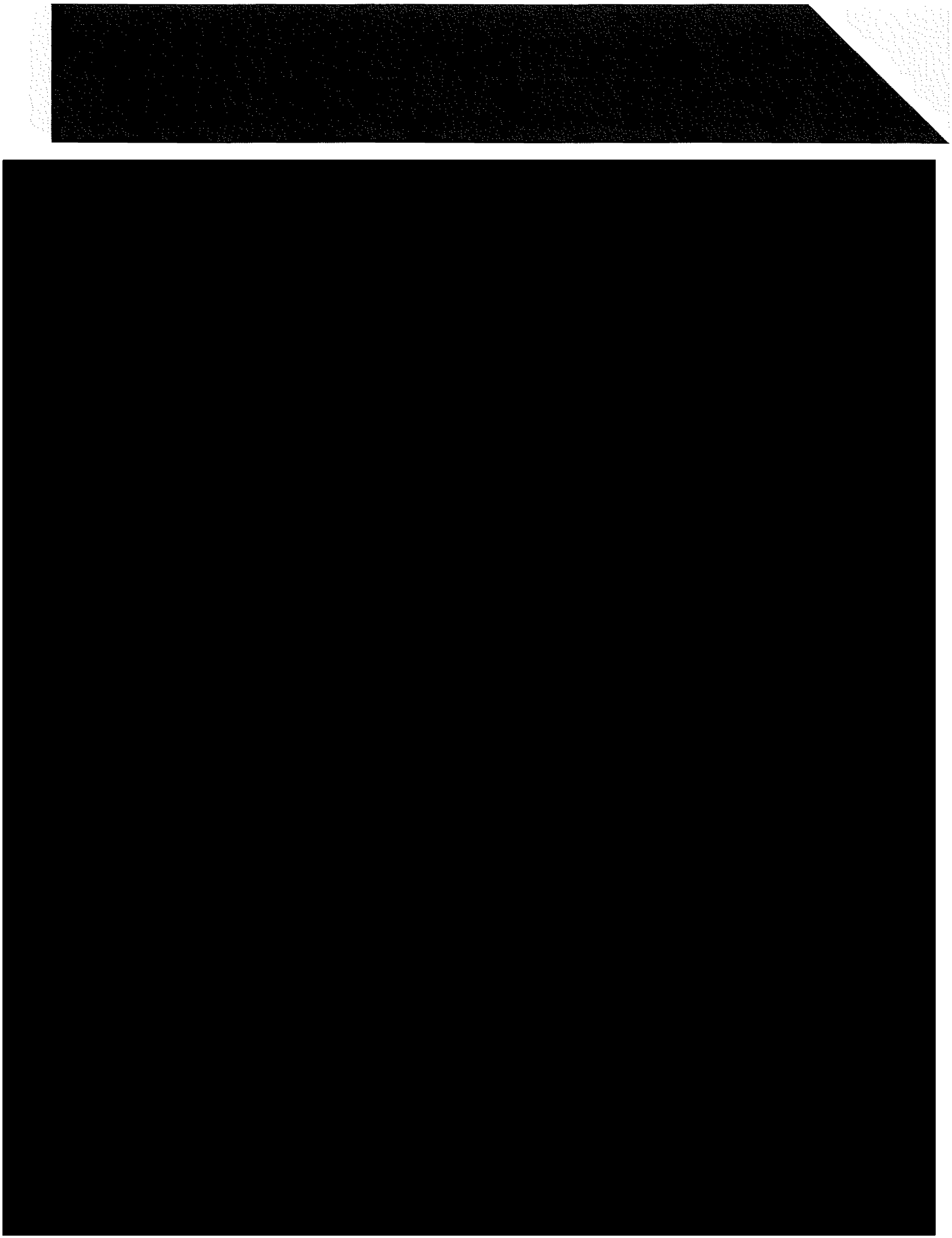
File Link

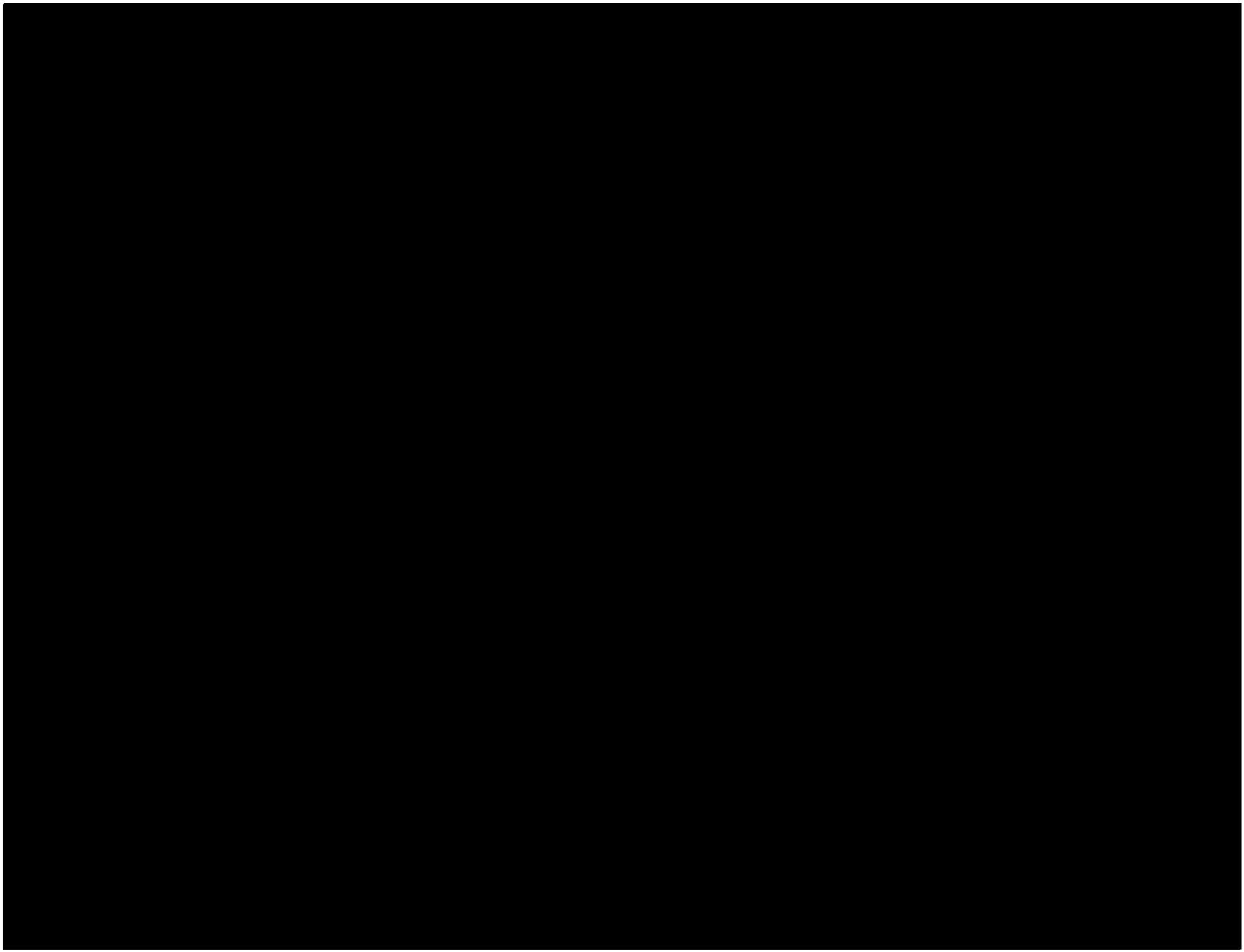
Scan on 9/30/2024 1:13 PM: MD REPORT

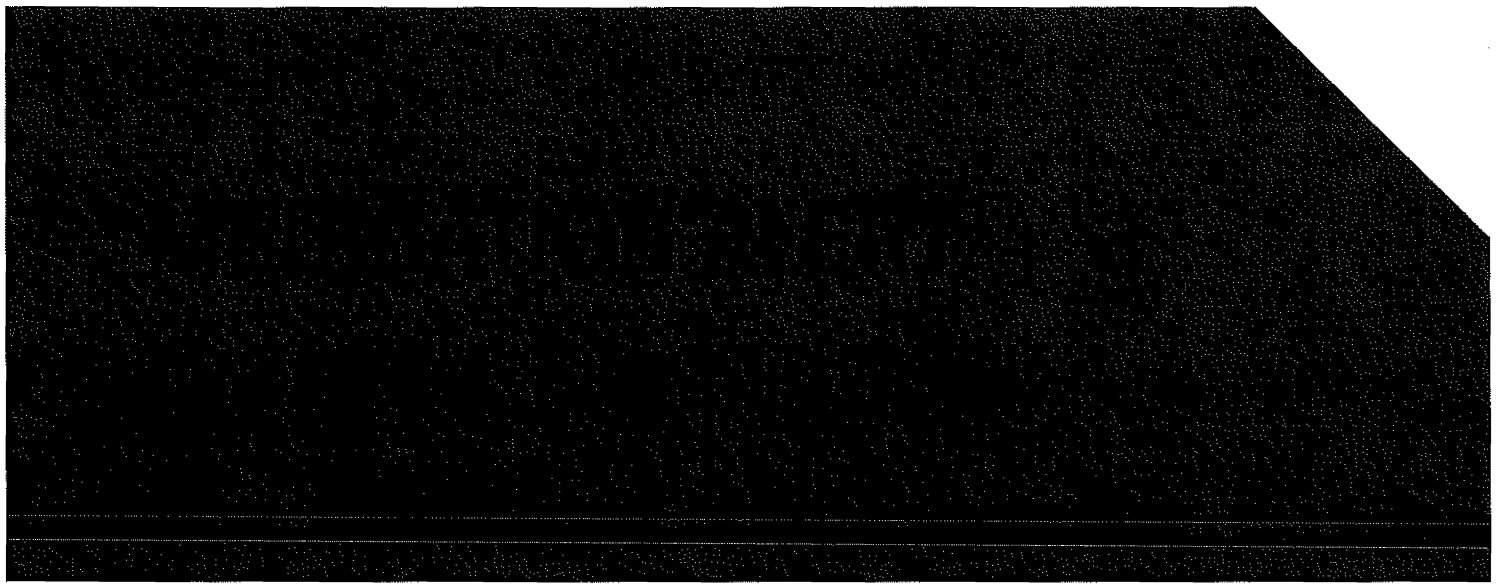
[redacted]

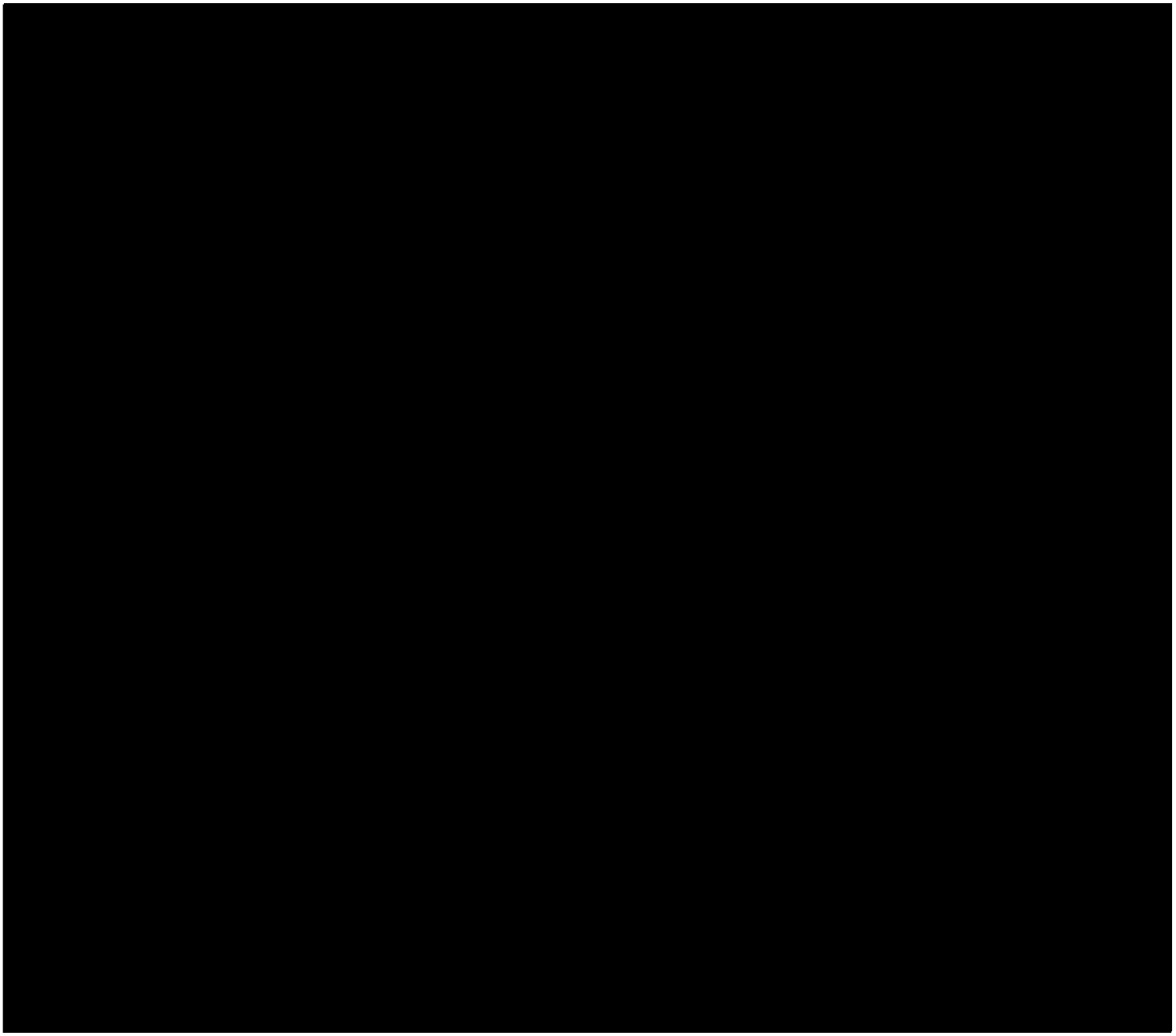
Patient Name: _____Joseph Kasper _____

[redacted]









[redacted]

Physician Partners®

[redacted]

[redacted], MD, FACG
[redacted]
[redacted] MD, FACG
[redacted]
[redacted] MD, FACG
[redacted]
[redacted] MS, AGPCNP-BC

To whom it may concern:

Joseph Kasper ([redacted]) underwent a [redacted] procedure on November 15th, 2024, [redacted]. If you have any questions/concerns, please do not hesitate to reach out.

Sincerely,

Dr. [redacted]

[redacted]

[redacted]

EXHIBIT A144

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ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

November 22, 2024

Via email: dscalise@[redacted]
Hon. Joseph F. Kasper
c/o Deborah A. Scalise, Esq.
Scalise & Hamilton, P.C.
111 Brook Street, Suite 202
Scarsdale, New York 10583

Re: File Nos: 2022/N-1268 & 2023/N-0345

Dear Ms. Scalise:

I am in receipt of your request for a third extension of time to respond to the Commission's letter of October 7, 2024. Your requests for an extension of time is granted. Please file your response on or before December 16, 2024. No further extensions of time will be granted without good cause shown.

Thank you for your prompt attention to this matter.

Very truly yours,

Mark Levine
Deputy Administrator

cc: Vickie Ma, via email to [redacted]

EXHIBIT A145

SCALISE & HAMILTON P.C.
111 Brook Street
Suite 202
Scarsdale, N.Y. 10583
[redacted]
Fax ([redacted]

December 17, 2024

PERSONAL AND CONFIDENTIAL
Mark Levine, Esq.
Deputy Administrator
Vicki Ma, Esq.
New York State Commission on Judicial Conduct
61 Broadway, Suite 1200
New York, NY 10006
Via Email: [redacted]

Re: *Matter of Hon. Joseph Kasper*
File Nos.: 2022/N-1268 and 2022/N-0345

Dear Mr. Levine and Ms. Ma:

Please be advised that I am withdrawing as counsel to the Hon. Joseph Kasper with regard to the above-mentioned matters which are under investigation by the Commission.

I am also advised by Judge Kasper that he has upcoming medical procedures scheduled in January 2025. Copies of the documentation confirming the same will be provided to you directly by Judge Kasper. As such, I respectfully request that the matter be adjourned and stayed for sixty (60) days to allow Judge Kasper to retain new counsel to represent him.

Kindly confirm that you have received this letter, and whether you will consent to the adjournment to allow Judge Kasper to seek new counsel.

Thank you for your consideration of this matter.

Very truly yours,

Deborah A. Scalise

cc: Hon. Joseph Kasper
via email joekasper1981@[redacted]

EXHIBIT A146

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SPECIAL COUNSEL

CONFIDENTIAL

December 23, 2024

Via Overnight Mail
Hon. Joseph F. Kasper
Judge of the New York City
Civil Court, Queens County
89-17 Sutphin Boulevard
Queens, New York 11435

Re: File Nos: 2022/N-1268 & 2023/N-0345

Dear Judge Kasper:

Enclosed please find a copy of the email and attached letter that was transmitted to you via email on December 20, 2023.

Thank you for your prompt attention to this matter.

Very truly yours,

Mark Levine
Deputy Administrator

Enclosures
Federal Express Tracking#: 770987112226

From: Mark H. Levine
Sent: Friday, December 20, 2024 3:52 PM
To: joekasper1981@[redacted]
Cc: Vickie Ma <[redacted]>; Deborah Scalise <[redacted]>
Subject: Letter from the New York State Commission on Judicial Conduct

Dear Judge Kasper:

Please see the attached letter from the New York State Commission on Judicial Conduct.

Very truly yours,

Mark Levine

Mark H. Levine | Deputy Administrator
New York State **Commission on Judicial Conduct**
61 Broadway, Suite 1200 | New York, NY 10006
[redacted]
[redacted]@cjc.ny.gov | www.cjc.ny.gov

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ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

December 20, 2024

Via Email: joekasper1981@[redacted]

Hon. Joseph F. Kasper
Judge of the New York City
Civil Court, Queens County
89-17 Sutphin Boulevard
Queens, New York 11435

Re: File Nos: 2022/N-1268 & 2023/N-0345

Dear Judge Kasper:

This responds to Ms. Scalise's letter dated December 17, 2024, withdrawing as your counsel in the above-referenced matters and requesting an additional 60-day adjournment for your response to the Commission's inquiry letter of October 7, 2024. We are copying Ms. Scalise on this letter, both as a courtesy to her and because this letter refers to her prior communications regarding this matter.

Your request for 60 additional days is denied. Any response by you must be received at the Commission on or before January 7, 2025. Failure to do so would subject you to a charge of failing to cooperate which, as it is, you have already demonstrated.

On your behalf, Ms. Scalise requested and was granted three previous extensions of time to respond to our letter of October 7. Her letter of December 17 was dated and received one day after your most recent extension of time had expired.

We note the following chronology of pertinent events:

- On October 7, 2024, the Commission sent you an inquiry letter of the same date, in care of Ms. Scalise, requesting certain information. Your response was due by October 25, 2024.

- By email dated October 24, 2024, Ms. Scalise requested an extension of time to respond to the Commission's letter of October 7, citing a [redacted] you had scheduled for November 8, 2024, and an "[redacted]" the following week.

- The Commission granted the request for an extension by letter dated October 24, 2024. Your response was now due on or before November 8, 2024.

- By email dated November 7, 2024, Ms. Scalise requested a second extension of time to respond to the Commission's letter of October 7, ostensibly because she was out of the office, and you had not been feeling well and had scheduled a [redacted] for the next day.

- The Commission granted the request for an extension by letter dated November 8, 2024. Your response was now due on or before November 22, 2024. You were also advised that no further adjournments due to health reasons would be granted without appropriate medical documentation.

- By email dated November 22, 2024, Ms. Scalise's assistant, writing on her behalf, requested a third extension to respond to the Commission's letter of October 7, citing *inter alia* your "medical notes," which referenced your [redacted] on November 15, 2024, and, for the first time, your [redacted] on September 30,

2024, *i.e.* a week before the Commission's inquiry letter of October 7 and the sequence of requested adjournments.

- The Commission granted the November 22nd request. Your response was now due on or before December 16, 2024, and you were advised that no further adjournments would be granted without good cause shown.

- Neither you nor your counsel submitted a response by December 16, 2024.

Please be advised that your persistent failure to respond to the Commission's October 7th letter may be found to be a failure to cooperate with a Commission investigation. *See Matter of O'Connor*, 32 NY3d 121 (2018); *Matter of McAndrews*, 2014 NYSCJC Ann Rep 157 (June 18, 2013).

As noted above, while your request for a 60-day adjournment is denied, the Commission has granted you a final adjournment to answer its October 7th letter until January 7, 2025.

Thank you for your prompt attention to this matter.

Very truly yours,

Mark Levine
Deputy Administrator

cc: Deborah A. Scalise, Esq. ([redacted])

EXHIBIT A147

January 7, 2025

From: Joseph F. Kasper, joekasper1981@[redacted]
via email to [redacted]@[redacted]

Mark Levine, Deputy Administrator
NYS Commission on Judicial Conduct
61 Broadway Suite 1200
New York, NY 10006

Re: File no. 2022/N-1268 and 2023/N-0345

Dear Mr. Levine:

I am well aware of the general admonition against representing one's self, and do not intend to do so, but I acknowledge receipt of you letter of December 23, 2024, which necessitates this letter.

As said letter indicates, you acknowledged Ms. Scalise's December 17, 2024 letter, withdrawing as my counsel. I represent to this Commission, in no uncertain terms, I have vigorously sough able counsel to replace Ms. Scalise, and I have communicated with several counsel, despite the difficulty of reaching them over the intervening holidays, and the specialized nature of such representation before you. I have been in communication with Jonathan Edelstein of Edelstein & Grossman, who has authorized me to advise this Committee that he is in receipt of documents from me, associated with this pending matter, and is reviewing them. You may verify this with him. His contact information is below.

MEDICAL ISSUES AND SCHEDULED SURGERY

While your letter does acknowledge prior communication as to my medical issues as a basis for prior extension requests, I now write to make clear the following dates:

1. I am scheduled for surgery for removal of what is described to me as a "[redacted]

[redacted] on January 14, 2025 at [redacted] Hospital, by Dr. [redacted], as per 1/3/25 *Pre-Procedure Instructions*. I received this at Pre-Surgical Testing on January 3, 2025, which involves preparation on the day before the January 14, 2025 date,

2. I am scheduled for a [redacted] procedure on January 24, 2025, which I am informed by Dr. [redacted], my [redacted] at [redacted] Hospital, that I will likely receive [redacted]. As the attached letter from Dr. [redacted] to Dr. [redacted] indicates, I must temporarily halt the [redacted] medication, which I am on so the [redacted] must precede the [redacted] as I will be required to stay on the [redacted] medication on a daily basis following the likely [redacted] of the [redacted] on January 24, 2025.

Any further verification of information will be provided, if requested. These surgeries and the associated conditions have acutely reminded me of my mortality, and the dreadful potential consequences for my family. Two of my three children are still pursuing higher education.

I have worked hard and have carried on my judicial duties, and worked carefully around my medical appointments to perform my duties to the public which I was elected to serve.

I sincerely acknowledge and respect the duties and function of the Commission, and its service to the public, and I am enormously grateful for the courtesies already granted to me by the prior extensions this Commission has granted, and the importance of cooperation and transparency.

It is my sincere hope that the four days of depositions, as well as the hundred of pages of voluntary disclosure I have provided to the Commission, as referenced in my prior attorney's letters would remind the Commission of my cooperation with it. I dread and fear being subject to a charge of failure to cooperate, and implore the Commission, and its hard working staff to permit me to a) Get past ny scheduled January surgeries; b) Finish retaining counsel expeditiously, and c) deal speedily, with the assistance of counsel, with the Commission's requests. I implore the Commission to grant me an extension till February 15, 2025, to fully respond to the Commission's requests , as

well as to address with new counsel, the resolution of this matter.

I thank you for the courtesies in considering this request. I deeply regret that this request is being made on January 7, 2025, but I needed to confirm the remaining surgeries scheduling, as well as sought to have new counsel in place.

Very truly yours,

Joseph F. Kasper

cc: Jonathan Edelstein, Esq.
Edelstein & Grossman
501 Fifth Avenue #514
New York, NY 10017-7840
[redacted]

EXHIBIT A148

NEW YORK STATE
COMMISSION ON JUDICIAL CONDUCT

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ALAN W. FRIEDBERG
SPECIAL COUNSEL

CONFIDENTIAL

January 9, 2025

Via Email & Overnight Mail: joekasper1981@[redacted]

Hon. Joseph F. Kasper
Judge of the New York City Civil Court
89-17 Sutphin Boulevard
Jamaica, New York 11435

Re: 2022/N-1268 & 2023/N-0345

Dear Judge Kasper:

This email responds to your letter dated January 7, 2025, requesting an adjournment until February 15, 2025, to respond to the Commission's inquiry letter dated October 7, 2024.

The deadline for your response to our letter of October 7 has already been adjourned four times. You were advised on December 20, 2024, that the Commission granted you a "final adjournment" to January 7, yet you waited to that very date to request more time.[1] You were also advised on December 20 that your

[1] Such belated requests have not been uncommon on your part. For example, your December 17 request for more time was dated and received one day after your third deadline to reply to our letter of October 7.

persistent failure to comply may be construed as a disciplinable failure to cooperate.

Your latest request is based on certain medical procedures that have been scheduled for January 14 and 24, 2025.[2] Nevertheless, you report that you have "worked hard and have carried out [your] judicial duties . . . around [your] medical appointments."

We have confirmed with your administrative superiors not only that you have been fulfilling your courthouse duties, but also that you have volunteered to take on additional judicial duties.

You are reminded that your responsibility to cooperate with Commission inquiries is also one of your judicial duties.

Inasmuch as (A) your recent scheduling of medical procedures has not impeded your other judicial duties, (B) your response to the Commission's October 7 letter has been adjourned four times and is long overdue, and (C) you were advised directly that January 7 would be you final adjourned date, your current request for a fifth adjournment must be denied.

Under the circumstances, at its meeting of January 30, 2025, the Commission may authorize a Formal Written Complaint against you for failing to cooperate with its inquiry. If you retain counsel and respond to our substantive inquiries prior to that date, the Commission would take that into consideration.

Very truly yours,

Mark Levine
Deputy Administrator

[2] Based on your current description and correspondence dating to November 7, 2024, these procedures have been planned and do not appear to be emergencies.