

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.

**MEMORANDUM BY COUNSEL TO THE COMMISSION IN SUPPORT
OF RECOMMENDATION TO FIND THAT RESPONDENT COMMITTED
JUDICIAL MISCONDUCT, AND TO ISSUE A DETERMINATION THAT
RESPONDENT BE REMOVED FROM OFFICE.**

**ROBERT H. TEMBECKJIAN
Administrator and Counsel to the
Commission on Judicial Conduct
61 Broadway, Suite 1200
New York, New York 10006
(646) 386-4800**

Of Counsel:

Mark H. Levine, Esq.
Edward Lindner, Esq.
Alan Friedberg, Esq.
Denise Buckley, Esq.
David Stromes, Esq.
Eric Arnone, Esq.

Dated: May 22, 2026

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PRELIMINARY STATEMENT

This Memorandum is respectfully submitted by Counsel to the Commission on Judicial Conduct (“Commission Counsel”) in support of a recommendation that, based upon the Agreed Statement of Facts dated March 26, 2026, the Commission determine that the Honorable Joseph F. Kasper (“Respondent”) committed judicial misconduct and should be removed from office.

INTRODUCTION

For almost four years after taking the bench, Respondent engaged in a pattern of misconduct built on deception, dishonesty, and a willful indifference to his ethical obligations under the Rules Governing Judicial Conduct (“Rules”). For more than two years, he ignored the prohibition on the practice of law by a full-time judge by appearing during court proceedings, conferring with clients, negotiating with opposing counsels, and having his former paralegal e-file documents using his NYSCEF account. During the same period, he aided and abetted that paralegal – a convicted felon – in the unlicensed practice of law, which is a crime under the Judiciary Law and a blatant fraud upon the courts.

Respondent remained the attorney of record in numerous cases for years after becoming a judge, controlling thousands of dollars of client funds in his attorney escrow accounts that he should have promptly disbursed. To make matters worse, despite repeated written inquiries from the Commission,

Respondent failed to cooperate by refusing to answer questions about the money he held in escrow. He still has not done so.

Finally, Respondent failed to file a Financial Disclosure Statement in connection with his campaign for judicial office, and he was two-and-a-half years delinquent in filing his Financial Disclosure Statement for his first year as a judge.

The totality of that misconduct requires Respondent's removal from judicial office.

PROCEDURAL HISTORY

A. The Formal Written Complaints

Pursuant to Judiciary Law § 44(4), the Commission authorized Formal Written Complaints dated January 14, 2025, September 3, 2025, and November 4, 2025, containing a total of four charges.

Charge I alleged that, after becoming a full-time judge, Respondent improperly engaged in the practice of law for more than two years, was the attorney of record in several matters over which he presided as a judge, and retained control of certain client funds, having failed to disburse all client funds from his attorney escrow accounts prior to taking the bench.

Charge II alleged that, for more than two years after taking the bench, Respondent aided or abetted his non-lawyer paralegal, Janice Bar, to practice law.

Charge III alleged that 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 candidacy for judicial office, and that he was more than two years late in filing his mandatory FDS as a judge for the 2021 calendar year.

Charge IV alleged that, from January 7 through September 3, 2025, Respondent failed to cooperate with the Commission’s investigation of a complaint against him, in that he repeatedly failed to disclose or produce information the Commission required of him, in writing, notwithstanding four extensions of time granted at his request.

B. Respondent’s Answers

Respondent filed verified Answers dated April 18, 2025, October 9, 2025, and December 8, 2025. In those Answers, Respondent admitted to the majority of the specifications in all three Formal Written Complaints.

THE STIPULATED EVIDENCE

The parties entered into an Agreed Statement of Facts (“ASF”), dated March 26, 2026, which the Commission accepted on April 30, 2026. The stipulated evidence from that ASF is summarized below.

A. Background: Respondent's legal practice and longtime associations with Janice Bar and Michael Mossa.

Before he became a judge, Respondent practiced law as a solo practitioner at 105-30 Crossbay Boulevard, in Queens. His longtime friend, Michael Mossa, also ran a law practice from the same office. Although the two shared space, the practices were unaffiliated and independently operated. Respondent paid \$1,400 per month in rent to Mr. Mossa's father, who owned the property (ASF ¶¶ 5-7).

Respondent's law practice had two employees: Janice Bar, whom Respondent paid \$600 per week to work as a paralegal and clerical assistant, and Joseph Cullina, who earned \$350 per week to work as Respondent's bookkeeper (ASF ¶¶ 11, 17, 24). Respondent and Ms. Bar have been friends for decades (ASF ¶¶ 11-12). He hired her in 2016, around the same time she was convicted of two New York State felony offenses: Forgery in the Second Degree and Making an Apparently Sworn False Statement in the First Degree (ASF ¶¶ 11, 13).

Respondent maintained "thejklawoffice@[REDACTED]" as his law office email address. He also registered an e-filer account with the New York State Courts Electronic Filing system ("NYSCEF") under his name (ASF ¶¶ 14, 18-19). During Ms. Bar's tenure as his employee, Respondent authorized her to send and read emails using the "thejklawoffice@[REDACTED]" account, file documents using his NYSCEF account, and use her personal cell phone to communicate with clients, opposing counsels, and court staff (ASF ¶¶ 15, 18-19). In fact, Bar was the

primary user of Respondent’s law office email account and the exclusive user of his NYSCEF account, which Respondent “never” used (ASF ¶¶ 15, 19). However, Ms. Bar drafted emails from the law office email account only at Respondent’s direction (ASF ¶ 19), and Respondent “pre-approved and/or subsequently authorized every document Ms. Bar filed using Respondent’s NYSCEF account” (ASF ¶ 15).

B. After he became a full-time judge, Respondent continued to practice law for more than two years, during which time he performed legal work for his clients, remained the attorney of record on a number of active cases, and maintained control of client funds that should have been disbursed.

Respondent took the bench as a full-time judge on January 1, 2022 (ASF ¶ 4). For more than two years thereafter, Respondent continued to perform substantive legal work for clients and remained the attorney of record on a number of other matters, at least one of which came before him as a judge. Respondent also neglected to disburse client funds from his attorney escrow accounts.

Victor Lopez v Sharan K. Puri, et al.

Prior to becoming a judge, Respondent represented the defendant, Sharan K. Puri, in *Victor Lopez v Sharan K. Puri, et al.* (“*Lopez*”) (ASF ¶ 40). After Respondent took the bench, he continued to perform substantive legal work on the *Lopez* matter (ASF ¶ 42). Specifically, from October of 2022 through March of 2023, Respondent:

- Reviewed a court decision and discussed it with Mr. Puri (ASF ¶¶ 43-44; Ex 42A);
- Received emails from plaintiff’s counsel asking, “are we doing a settlement?” (ASF ¶ 45; Ex A43);
- Discussed updates to the case with Mr. Puri in advance of a status conference (ASF ¶ 46; Ex A44);
- Attended a virtual conference before Federal District Court Judge Marcia Henry, at which he represented that the matter had “essentially settled months ago” when the judge expressed concerns about Respondent’s continued involvement (ASF ¶ 43, 47-49);
- Emailed plaintiff’s counsel to suggest that tax indemnity language be added to the settlement agreement (ASF ¶ 50, Ex A46);
- Sent or caused to be sent emails to plaintiff’s counsel containing a new version of the settlement agreement that included a confidentiality clause, then argued and negotiated with plaintiff’s counsel over the inclusion and legal viability of that clause and urged counsel, “let’s get this done” (ASF ¶ 21E, Exs A9, A48);
- Sent or caused to be sent an email to plaintiff’s counsel for “a new settlement stipulation without the confidentiality clause,” to which plaintiff’s counsel responded, “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” (ASF ¶¶ 15, 54; Ex A49); and
- Made handwritten changes to a final version of the settlement agreement, which Mr. Puri ultimately signed (ASF ¶ 55; Ex A50).

On March 17, 2023, after all of the above events had occurred, Judge Henry presided over a settlement conference at which Mr. Puri appeared without counsel. The judge noted that, because Mr. Puri wanted to settle on terms that had been broadly outlined in the current agreement, he could do so without counsel (ASF ¶

56). However, when plaintiff's counsel subsequently sent the settlement documents to Mr. Puri for his signature, Mr. Puri told plaintiff's counsel to send them to Respondent instead (ASF ¶ 57). Plaintiff's counsel complied, and once Respondent received the documents, he attempted to further negotiate the agreement by pointing out deficiencies in the current draft and suggesting new provisions that he felt needed to be added (ASF ¶ 57).

In July 2023, Mr. Puri signed a settlement agreement, which resolved the matter. In December 2023, Mr. Puri paid Respondent an additional \$1,000 for his work on the *Lopez* matter, which was pursuant to the original retainer agreement, but in addition to the fees Mr. Puri had previously paid (ASF ¶ 58).

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

Prior to assuming judicial office, Respondent represented Columbus Club of South Ozone Park, the defendant in *NYCTL 2019-A Trust et al. v Columbus Club of South Ozone Park et al.* (“NYCTL”) (ASF ¶ 27).

On March 10, 2022, Court Attorney-Referee Daniel S. Gordon held a virtual settlement conference, at which Respondent appeared on behalf of Columbus Club. Respondent informed Mr. Gordon that because he had recently been elected as a judge, he was appearing *pro se* as a member of the Columbus Club and not as the attorney of record. Respondent requested an adjournment so that he could help the club find new counsel, which Mr. Gordon granted (ASF ¶¶ 31-32).

That same day, Respondent telephoned the chambers of New York City Civil Court Judge and Acting Supreme Court Justice Sally Unger, who was presiding over *NYCTL*. Respondent spoke to Judge Unger's principal court attorney, whom he told, "I represent the defendant on this matter," before requesting an adjournment from the court as well while both sides worked on the matter (ASF ¶ 30).

On May 24, 2022, Respondent called plaintiff's counsel to obtain consent for another adjournment. Two days later, he called Judge Unger's chambers, again told the court attorney that he represented Columbus Club in the *NYCTL* matter, and asked once more for a long adjournment because the parties were working on a resolution. Respondent added, "Judge Unger knows me" (ASF ¶¶ 33-34).

On June 9 and July 28, 2022, Respondent appeared at two more virtual settlement conferences before Mr. Gordon. Despite representing at the June 9 conference that two volunteer attorneys would be assisting Columbus Club, Respondent announced at the July 28 appearance that the club had authorized him to negotiate the terms of a resolution, the specifics of which he then discussed (ASF ¶¶ 35-38).

On October 11, 2022, Ms. Bar used Respondent's NYSCEF account to e-file a Notice of Appearance for William Shanahan, an incoming attorney for Columbus

Club. However, there is no record that Mr. Shanahan or Respondent ever filed a Consent to Change Attorney (ASF ¶ 39).

On November 15, 2022, Ms. Bar forwarded an email concerning a conference in *NYCTL* from Respondent's law office email account to his personal email address, "joekasper1981@[REDACTED]" (ASF ¶ 21B; Ex A2).

J [REDACTED] A [REDACTED] v K [REDACTED] S [REDACTED]

Prior to becoming a judge, Respondent represented the plaintiff, J [REDACTED] A [REDACTED], in J [REDACTED] A [REDACTED] v K [REDACTED] S [REDACTED] ("*A. v. S.*") (ASF ¶ 59).

On August 24, 2022, Ms. Bar sent an email from Respondent's law office email account to Respondent's personal email address, attached to which was a deed related to the *A. v. S.* matter. In the body of the email, Ms. Bar told Respondent, "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" (ASF ¶ 60; Ex A1).

On October 11, 2022, Respondent signed a Notice of Settlement with a Proposed Judgment of Divorce in *A. v. S.*. The signature block for each document identified Respondent as "Attorney for Plaintiff" and included both his law office address and law office email address (ASF ¶ 61; Ex A52).

On October 12, 2022, Ms. Bar – using Respondent's NYSCEF account – e-filed both a Notice of Settlement with a Proposed Judgment of Divorce, and a Notice of Settlement with a Proposed Finding of Fact and Conclusions; both were

signed by Respondent and identified him as “Attorney for Plaintiff” (ASF ¶ 158, 160; Ex A108). That same day, in connection with the filing of the Notice of Settlement, Respondent’s Visa credit card was charged \$36.05 in filing and service fees (ASF ¶ 159; Ex A109).

A [REDACTED] A [REDACTED] v W [REDACTED] S [REDACTED]

Prior to assuming judicial office, Respondent represented A [REDACTED] A [REDACTED], the plaintiff in the uncontested matrimonial matter, A [REDACTED] A [REDACTED] v W [REDACTED] S [REDACTED] (“A [REDACTED]”). The retainer was signed in 2017, the agreed-upon fee was \$2,500, and Ms. A [REDACTED] paid Respondent \$1,500 up front (ASF ¶¶ 67-68).

On February 18, 2022, Ms. A [REDACTED]’s divorce still had not been finalized, and she emailed Respondent to ask why (ASF ¶ 68; Ex A54). The two discussed the matter over the phone, with Ms. A [REDACTED] insisting that Respondent finish her divorce, and Respondent demanding the \$1,000 balance first. Respondent threatened that he would not complete the divorce if she did not pay him (ASF ¶ 69). Wanting her divorce finalized, Ms. A [REDACTED] relented (ASF ¶ 69).

On March 28, 2022, Ms. A [REDACTED] met Respondent at his law office and gave him \$1,000 in cash (ASF ¶¶ 69-70). In turn, 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 which stated 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” (ASF ¶ 70; Ex A55).

On August 16, 2022, Ms. Bar forwarded Respondent an email from his law office email account to his personal email address with the subject, “A [REDACTED] v S [REDACTED] INDEX [REDACTED],” which contained a link to a Unified Court System Microsoft Teams meeting regarding the matter scheduled for that afternoon, along with instructions for counsel appearing at the meeting (Ex A3).

On May 4, 2023, an inquest was held in Queens County Supreme Court in the A [REDACTED] matter. When the court session began, counsel for Ms. A [REDACTED] was not there. She texted Respondent to try to resolve the situation (ASF ¶ 72; Ex A57).

On November 28, 2023, Ms. A [REDACTED]’s divorce was still pending. She texted Respondent, “Can you please call me and let me know what happened with the divorce,” to which Respondent replied, “Sorry it’s taking so long. I will inquire tomorrow” (ASF ¶ 73; Ex A58).

Other matters in which Respondent continued to make court filings

From January of 2022 through April of 2023, Ms. Bar e-filed at least a dozen documents using Respondent’s NYSCEF account, each time with his permission and/or authorization, in the matters of S [REDACTED] S [REDACTED] v L [REDACTED] S [REDACTED] (“S [REDACTED]”), *HBSC Bank v Andres Gallo et al.* (“*HSBC*”), *Natalia Boiko v Patrick Khan and Jaikarran Ramdeo* (“*Boiko*”), and B [REDACTED] U [REDACTED] v D [REDACTED]

U [REDACTED] (“U [REDACTED]”) (ASF ¶¶ 15, 126-36, 151-56, 161-65, 176-78). The S [REDACTED] filing – a Summons and Complaint – commenced the action, and a related RJJ listed Respondent as the attorney for the plaintiff (ASF ¶¶ 126-28; Ex A89).¹ At least two additional documents filed by Ms. Bar in *Boiko* and U [REDACTED] identified Respondent as the attorney of record in those matters (ASF ¶¶ 164, 177; Ex A113, A125), and in *HSBC*, Ms. Bar sent a NYSCEF alert for a judgment by the Appellate Division from Respondent’s law office email account to his personal email address (ASF ¶ 21F; Ex A10). Respondent paid for these filings with his own credit cards in the aggregate amount of \$473.77 (ASF ¶¶ 127, 133, 136, 155, 178).²

Other matters for which Respondent remained the Attorney of Record

Prior to becoming a judge on January 1, 2022, Respondent was attorney of record in, *inter alia*, *Citibank v Christine Waszczenko*, *Fida Mohammed v City of New York*, *Manjinder Singh v City of New York, Administration*, *Estate of Cecilia Boodhoo*, *Ricardo Singh v 307 Jamaica Avenue, B [REDACTED] v B [REDACTED]*, and *Camara v City of New York* (ASF ¶¶ 62, 66).

¹ A post-RJJ notice of appearance Ms. Bar filed in April of 2023 listed Mr. Mossa as the plaintiff’s counsel, but she again filed this document using Respondent’s NYSCEF account and credit card, and Respondent nonetheless remained the Attorney of Record in S [REDACTED] until November of 2024 (ASF ¶¶ 130-33, Exs A91-94).

² An additional *HSBC* filing fee, in the amount of \$46.35, was charged to Ms. Bar’s credit card (ASF ¶ 153).

On August 21, 2023, while Respondent was still the attorney of record in *Citibank v Waszczenko*, the matter came before him in Queens County Civil Court, where he was presiding (ASF ¶ 63). Respondent adjourned the matter and took no judicial action (ASF ¶ 63).

On October 2, 2023, Respondent, Mr. Mossa, and Ms. Waszczenko signed a Consent to Change Attorney form, which listed Mr. Mossa as the incoming attorney (ASF ¶ 64). Respondent took no similar action as to the other six cases listed above. As of February 29, 2024, Respondent was still the attorney of record in those matters (ASF ¶ 66).

Client funds not disbursed from Respondent's attorney escrow accounts

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

On April 20 and 22, 2024, Respondent disbursed approximately \$8,456 from his IOLA Account and \$1,206 from his Management Account (ASF ¶¶ 75-77; Exs A59-61).

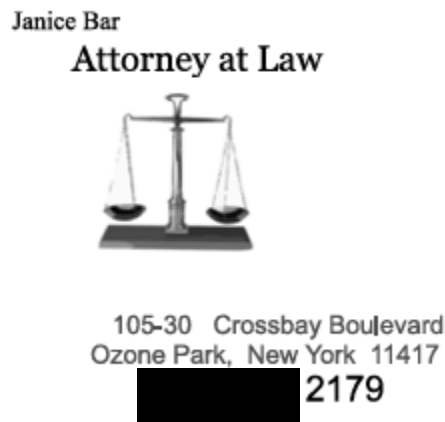
To date, Respondent has remained unable to account for \$7,540 remaining in his IOLA account (ASF ¶ 78).

- C. For more than two years after taking the bench, Respondent knowingly permitted Janice Bar to perform legal work for clients who had retained him prior to his election and to hold herself out as an attorney in those matters, and even referred a prospective client to her for a new matter, notwithstanding that she was not licensed to practice law.**

From January of 2022, when Respondent took the bench, through April of 2024, Ms. Bar performed legal services for clients who had retained Respondent as an attorney prior to his election and held herself out to be an attorney to clients, opposing counsels, court staff, and judges (ASF ¶ 79). Despite never having been licensed to practice law, Ms. Bar communicated with court staff, clients and opposing counsels, filed court documents, appeared at court conferences, participated in hearings and settlement conferences, and – on at least two occasions – affirmatively indicated in court that she was an attorney (ASF ¶¶ 79, 81-82).

During that same time period, Respondent knew or should have known that Ms. Bar was not a lawyer, was performing legal work in connection with his former practice, and was holding herself out to be an attorney (ASF ¶ 79). Respondent explicitly permitted Ms. Bar to attend and participate in hearings, settlement discussions and other court proceedings, and he understood that when she did so, she would be performing tasks typically performed by an attorney (ASF ¶ 82). On one occasion, Respondent referred a prospective client to Ms. Bar, recommending her as capable of handling the client’s divorce matter. Ms. Bar did so for a fee of \$1,200, she used Respondent’s NYSCEF account – with his

permission and authorization – to complete the filings for that case (ASF ¶¶ 15, 138-43). Finally, Ms. Bar sent 37 emails from Respondent’s law office email account to his personal email address – all of which Respondent received and read – that were signed, “Janice Bar,” directly above the words “Attorney at Law” and an image of the scales of justice, the address of the Crossbay Boulevard law office, and what Respondent knew to be Ms. Bar’s personal cell phone number (ASF ¶ 83; Exs A1-A37), as shown below:



The following are cases in which Ms. Bar performed legal work and/or held herself out to be an attorney, with Respondent’s knowledge and/or permission.

P [REDACTED] R [REDACTED] v M [REDACTED] [REDACTED] R [REDACTED]

After Respondent became a judge, P [REDACTED] R [REDACTED] – a tenant at a rental property Respondent owned in Queens – told Respondent that he was looking for a divorce lawyer. Respondent said that he could not represent Mr. R [REDACTED] but told him about Ms. Bar, whom Respondent described as being knowledgeable about matrimonial

matters. Shortly thereafter, Mr. R [REDACTED] contacted and retained Ms. Bar to represent him in his divorce (ASF ¶¶ 137-38).

On January 24, 2023, Ms. Bar commenced divorce proceedings on Mr. R [REDACTED]'s behalf by e-filing – using Respondent's NYSCEF User ID – a Summons With Notice and a Complaint in P [REDACTED]. R [REDACTED] v [REDACTED] [REDACTED] R [REDACTED] ("R [REDACTED]"). That same day, Respondent's Visa card was charged \$216.28 in related index and service fees (ASF ¶¶ 139-40; Exs A98-99).

On May 2, 2023, Ms. Bar e-filed two documents in the R [REDACTED] matter: a Certification and an RJI. The Certification was electronically signed by P [REDACTED] [REDACTED]. R [REDACTED] and did not list an attorney. However, the signature block included Ms. Bar's cell phone number and her email address ("ozlegalwiz@[REDACTED]") under Mr. R [REDACTED]'s name. In the RJI, Ms. Bar's cell phone number and email were listed in the spaces for Mr. R [REDACTED]'s contact information (ASF ¶ 141; Exs A100-01). That same day, Ms. Bar's Visa card was charged \$128.74 in related filing and service fees (ASF ¶ 142; Ex A102).

In May 2023, Mr. R [REDACTED] paid Ms. Bar approximately \$600 in cash, for a total of \$1,200, for her legal services (ASF ¶ 143).

A [REDACTED] A [REDACTED] v I [REDACTED] S [REDACTED]

Prior to assuming judicial office, Respondent represented A [REDACTED] A [REDACTED], the plaintiff in A [REDACTED] A [REDACTED] v I [REDACTED] S [REDACTED], a divorce matter (ASF ¶ 84).

On May 4, 2023, an inquest was held in Queens County Supreme Court in the A■■■■ matter (ASF ¶ 85). When Ms. A■■■■ was called into the courtroom without a lawyer present, she texted Respondent, who replied *inter alia*, “I am in front of the courthouse Janices [sic] parking she’ll be right up,” and “Janice is in the building will be right there” (ASF ¶ 86; Ex A57). The matter was subsequently called, and both Mr. Mossa and Ms. Bar identified themselves as attorneys appearing on behalf of the plaintiff. Specifically, when the clerk said, “counsels, your appearance,” Ms. Bar announced, “Janice Bar, 105-30 Crossbay Boulevard Ozone Park, NY 11417” (ASF ¶ 87). The caption on first page of the certified transcript for that appearance lists both Mr. Mossa and “Janice Bar, Esq.” as “Attorneys for the Plaintiff” (ASF ¶ 87; Ex A62).

Once Ms. A■■■■ was sworn in as a witness, the Court stated, “Counsel, you may start with your questions” (ASF ¶ 88). At that point, Ms. Bar – and not Mr. Mossa – conducted an extensive examination of Ms. A■■■■, in which she established that: the plaintiff and defendant were over 18 years old; they were married in New York via both civil and religious ceremonies; the plaintiff was a New York resident and had been for more than a year before the commencement of the divorce action; the plaintiff had, or would before entry of judgment, taken all steps to remove barriers for the defendant’s remarriage; there were no other related matters pending, nor other decrees of divorce, separation, or annulment granted in

any other court or jurisdiction; the grounds for divorce were irreconcilable differences; and the relationship between the parties had “broken down irretrievably” at least six months before commencement of the instant action (ASF ¶ 88; Ex A62, pp 6-10).

At the conclusion of the examination, the Court thanked “the attorneys” for their help. When the defendant asked whether a copy of the judgment would be mailed to him, Ms. Bar stated that she “could forward it.” The Court confirmed, “Plaintiff’s attorney will forward it to you” (ASF ¶ 88).

Following that appearance, Respondent and Ms. Bar spoke via telephone. Ms. Bar told Respondent that Mr. Mossa was present in court during the proceeding but did not participate, and that she had conducted the examination herself. Respondent replied, “It’s a good thing you were there.” He took no steps to address the fact that Ms. Bar had impersonated an attorney in court (ASF ¶ 89).

Victor Lopez v Sharan K. Puri, et al

Prior to becoming a judge, Respondent represented the defendant, Sharan K. Puri, in *Victor Lopez v Sharan K. Puri, et al.* (“*Lopez*”) (ASF ¶ 40). Following the election, Respondent told Mr. Puri that he would be unable to represent him going forward, but that since his case “was almost at the settlement point,” Ms. Bar would be able to “wrap[it] up” (ASF ¶ 31). From that point forward, whenever

Mr. Puri sent an email to, or received one from, “thejklawoffice@[REDACTED],” he understood himself to be communicating with Ms. Bar (ASF ¶ 91).

From January through March of 2023, Ms. Bar:

- Spoke to Mr. Puri about his concerns with the current draft settlement agreement and told him that she would attempt to resolve those concerns with plaintiff’s counsel (ASF ¶¶ 92-93);
- Sent an email from Respondent’s law office email account to plaintiff’s counsel that was signed, “Janice Bar, Attorneys at Law” [sic], with her cell phone number printed below the signature (ASF ¶ 96; Ex A66);
- Emailed Mr. Puri an updated settlement agreement – from Respondent’s law office email account – the body of which offered, “If you have any questions, please do not hesitate to contact me,” and with a signature block containing the words “Attorneys at Law” and Ms. Bar’s personal cell phone number (ASF ¶ 97);
- Using Respondent’s law office email account, forwarded Mr. Puri an email that she had sent to opposing counsel that referred to a confidentiality agreement and indemnification regarding taxes, then subsequently discussed those legal issues with Mr. Puri herself (ASF ¶ 98);
- Emailed Mr. Puri – using Respondent’s law office email account – a prior email discussion with plaintiff’s counsel regarding his objections to the draft agreement, which Ms. Bar subsequently explained to Mr. Puri (ASF ¶ 99-10; *see* Ex A48);
- Sent Mr. Puri – via email from Respondent’s law office email account – an updated settlement agreement for his signature, with the instructions, “If you have any questions, please contact me,” and a signature block containing the words, “Attorney at Law” and Ms. Bar’s cell phone number (ASF ¶ 101; Ex A50); and
- Emailed plaintiff’s counsel from Respondent’s law office email account to state, “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.” The signature block included the words, “Attorney at Law” and Ms. Bar’s cell phone number (ASF ¶ 103; Ex A69).

On March 17, 2023, Ms. Bar – at Respondent’s direction – appeared at the conference on behalf of Mr. Puri (ASF ¶ 104). 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” (ASF ¶ 104; Ex A70). Judge Henry then asked whether Ms. Bar was “admitted to practice in the Eastern District,” and 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” (ASF ¶ 104; Ex A70). At no time did Ms. Bar inform the Court or opposing counsel that she was not an attorney (ASF ¶ 104).

On May 10, May 24, June 15, and July 7, 2024, Ms. Bar used Respondent’s law office email account to send Mr. Puri various documents related to his case (ASF ¶¶ 109-12). The signature block for each of those emails contained the words, “Attorney at Law” or “Attorneys at Law,” and Ms. Bar’s cell phone number (ASF ¶¶ 109-12; Exs A72-75). In one of the emails, she asked Mr. Puri to sign a stipulation of dismissal and return the signed copy to her (ASF ¶ 112).

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

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

Between March and June of 2022, Ms. Bar used Respondent’s law office email accounts to send the following:

- An email to plaintiff’s counsel informing him, “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” above a signature block containing the words “Attorney at Law,” the Crossbay Boulevard law office address, and her cell phone number (ASF ¶¶ 115, 117; Ex A79);
- An email from Respondent’s law office email account to plaintiff’s counsel and Queens County Supreme Court offering a case status update, requesting an extension on the return date for a motion, and inquiring whether the next settlement conference would be virtual. The email was signed “Janice Bar” above a signature block containing the words “Attorney at Law,” the Crossbay Boulevard law office address, and her cell phone number (ASF ¶ 118; Ex A80);
- An email from Respondent’s law office email account to Queens County Supreme Court, copied to plaintiff’s counsel, stating, “[w]e represent the Defendant Columbus Club” and requesting an adjournment. The email was signed “Janice Bar” above a signature block reading “Attorney at Law” above the Crossbay Boulevard law office address and her cell phone number (ASF ¶ 119; Ex A81); and
- An email from Respondent’s law office email account to Queens County Supreme Court, with a copy to plaintiff’s counsel, again stating, “[w]e represent the Defendant Columbus Club” and requesting another adjournment. The email was signed “Janice Bar for Joseph F Kasper,” and the signature block contained the words

“Attorney at Law,” the Crossbay Boulevard law office address, and Ms. Bar’s cell phone number (ASF ¶ 120; Ex A82).

1900 Capital Trust III v Joann Manck et al.

Prior to becoming a judge, Respondent represented Joann Manck in *Capital Trust III v Joann Manck et al.* (ASF ¶ 144).

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 (ASF ¶ 146).

On March 7, 2023, Ms. Bar appeared on behalf of Ms. Manck for a virtual settlement conference, over which Court Attorney-Referee Daniel S. Gordon presided. Ms. Bar stated that the defendant was not interested in a settlement and wished to litigate (ASF ¶ 147). During the conference, Mr. Gordon asked Ms. Bar directly whether she was an attorney. She explicitly said that she was (ASF ¶ 148).

By affirmation dated July 6, 2023, Mr. Mossa requested an adjournment of the matter. The signature block contained Ms. Bar’s cell phone number and her email address, but no contact information for Mr. Mossa (ASF ¶ 150; Ex A104).

Jose Lema and Lisette Celleri v Guazhco et al.

Prior to becoming a judge, Respondent represented the plaintiffs, Jose Lema and Lisette Celleri, in *Jose Lema and Lisette Celleri v Guazhco, et al.* (“Lema”) (ASF ¶ 166).

In January and February 2022, Richard Golden – counsel for one of the defendants – emailed Respondent four times to request that he seek to be relieved as counsel because he had assumed judicial office (ASF ¶ 168; Ex A116).

On February 17, 2022, Ms. Bar sent an email from Respondent’s law office email account to Queens County Supreme Court and the court attorney for Judge Weiss, who was presiding, copied to the defense attorneys. The email requested a 30-day adjournment to allow Mr. Lema to find new counsel, given Respondent’s recent election (ASF ¶ 171; Ex A119). The email was signed “Janice Bar.” The signature block below her name contained the words “Attorney at Law,” the Crossbay Boulevard law office address, and Ms. Bar’s cell phone number (ASF ¶ 171; Ex A119). Based on that email, Mr. Falcone – counsel for another defendant – believed that Ms. Bar was an attorney at Respondent’s law office (ASF ¶ 171).

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 (ASF ¶ 172; Exs A120-21). That same day, Respondent’s Mastercard was charged \$66.94 in related filing and service fees (ASF ¶ 173; Ex A122).

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.

That same day, Respondent's Mastercard was charged \$66.94 in related filing and service fees (ASF ¶¶ 174-75; Exs A123-24).

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

Prior to becoming a judge, Respondent represented B [REDACTED] U [REDACTED] in *Nationstar Mortgage v D [REDACTED] U [REDACTED], et al.* ("Nationstar") (ASF ¶ 179).

On December 31, 2021, Ms. Bar wrote a letter on Respondent's law office letterhead stating that Respondent had been recently elected as a judge and that Ms. Bar was supervising the close or transfer of his files. The letter 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, as well as Ms. Bar's cell phone number. Printed in the signature block letter was, "E Janice Bar for the Office of Joseph F Kasper" (ASF ¶ 180; Ex A127).

On February 26, 2022, Ms. Bar wrote another letter on Respondent's law office letterhead, identifying Respondent as an "Attorney at Law." The letter stated, in part, that Respondent's office represented Mr. U [REDACTED] and was waiting for a Judgment of Divorce in connection with Mr. U [REDACTED]'s matrimonial matter. Printed in the signature block was "JANICE BAR For the OFFICE OF JOSEPH F. KASPER" and Ms. Bar's cell phone number (ASF ¶ 181; Ex A128).

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], but contained Ms. Bar's cell phone number as the only contact number (ASF ¶ 182; Ex A129).

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 contained Ms. Bar's cell phone number and her email address as the only contact information. 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 form or other document that reflects Mr. Mossa's substitution as counsel (ASF ¶ 183; Ex A130).

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 concerning a stay of the sale of Mr. U [REDACTED]'s property. The signature blocks of both the email and letter contained Mr. Mossa's name, the Crossbay Boulevard law office address, and Ms. Bar's cell phone number. They contained no contact number for Mr. Mossa (ASF ¶ 184; Exs A131-32).

T [REDACTED] S [REDACTED] v R [REDACTED] S [REDACTED].

Prior to becoming a judge, Respondent represented the defendant, R [REDACTED] S [REDACTED], in T [REDACTED] S [REDACTED] v R [REDACTED] S [REDACTED] (“S v. S”) (ASF ¶ 185).

On January 16, 2022, Ms. Bar sent plaintiff’s counsel an email from Respondent’s law office email account that stated, “This office is representing Ms. S [REDACTED],” requesting the Affidavit of Defendant, and noting the attached form for consent to change attorneys. It concluded, “If you have any questions, please feel free to contact me.” It was signed, “Janice Bar, Michael Mossa & Associates, Attorneys at Law” (ASF ¶ 186; Ex A133).³ The attached form was signed by Respondent as the outgoing attorney and Mr. Mossa as the incoming attorney (ASF ¶ 186; Ex A133).

On January 30, 2022, Ms. Bar sent another email to plaintiff’s counsel from Respondent’s law office email account, this one stating, “Attached please find the executed Affidavit of Defendant. Kindly keep my office updated of the progress of this matter” (ASF ¶ 187; Ex A134). It was signed, “Janice Bar for JOSEPH F. KASPER, and the signature block contained the address for the Crossbay Boulevard law office and Ms. Bar’s cell phone number, with no contact information for Mr. Mossa (ASF ¶ 187; Ex A134).

³ The ASF contains a typo, in that a “7” inadvertently replaced the ampersand in “Mossa & Associates.”

D. Respondent ignored his ethical obligation to file a mandatory FDS in connection with his candidacy for his current judicial office, and he was delinquent in filing the FDS he was required as a judge for the calendar year 2021 for almost two and a half years.

Upon becoming a candidate for judicial office in 2021, and again on May 15th, 2022, following his election, Respondent was required to file Financial Disclosure Statements with the Ethics Commission for the Unified Court System (“Ethics Commission”) (ASF ¶¶ 190, 192).

Respondent became a candidate for judicial office in the summer or fall of 2021. However, at no point did he ever file his campaign FDS (ASF ¶ 191).

On May 20, 2022, Respondent filed a financial disclosure statement dated May 15, 2022, for the calendar year of 2021, in connection with his reporting obligation as a judge. That FDS was incomplete. 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 (ASF ¶ 193).

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

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 (ASF ¶

195; Ex A135). Accordingly, 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 FDS would subject him to disciplinary action (ASF ¶ 196; Ex A136).

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 was attached. However, no supplementary statement was attached to the email (ASF ¶ 197). Over a full year later, on November 7, 2024, Respondent again emailed the Ethics Commission with regard to his 2021 supplementary statement. This time, the supplementary statement was attached (ASF ¶ 198).

On November 13, 2024, the Ethics Commission emailed Respondent confirmation that it had received the supplementary statement. By that date, the FDS was over two and a half years late (ASF ¶ 199; Ex A137).

E. Respondent failed to cooperate with the Commission's investigation for nine months in 2025 by repeatedly failing to answer questions Commission Counsel had asked him about thousands of dollars of client funds that remained in his attorney escrow accounts after he took the bench.

By letter dated October 7, 2024, the Commission asked Respondent via letter *inter alia* to account for more than \$116,000 in his attorney escrow accounts. Respondent's written response was due on October 25, 2024 (ASF ¶ 203; *see* Ex

A138). By email dated October 24, 2024, from his then-attorney Deborah Scalise, Respondent requested an extension of time to respond, citing upcoming medical procedures (ASF ¶ 204; *see* Ex A139). By letter dated October 24, 2024, the Commission granted Respondent's request and set a new due date of November 8, 2024 (ASF ¶ 205; *see* Ex A140).

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 medical procedure scheduled for the following day; it further indicated that Ms. Scalise was out of the office (ASF ¶ 206; *see* Ex A141). By letter dated November 8, 2024, the Commission granted Respondent's request 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 medical documentation (ASF ¶ 207; *see* Ex A142).

By email from Ms. Scalise's assistant dated November 22, 2024, Respondent requested a third extension of time, citing "medical notes" that referred to medical procedures that had already occurred (ASF ¶ 208; *see* Ex A143). 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, but advising Respondent that no further adjournments would be granted without good cause shown (ASF ¶ 209; *see* Ex A144).

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 (ASF ¶ 210; *see* Ex A145). By letter dated December 20, 2024, the Commission denied the request for a 60-day adjournment but granted Respondent a final extension to January 7, 2025, to submit his response to its October 7th letter (ASF ¶ 211; *see* Ex A146).

By letter dated January 7, 2025, Respondent made his fifth request for an adjournment, to February 15, 2025 (ASF ¶ 212; *see* Ex A147). By letter dated January 9, 2025, the Commission denied Respondent's request and advised him that his failure to comply could be construed as a disciplinable failure to cooperate with a Commission investigation (ASF ¶ 213; *see* Ex A148).

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 in client funds that remains in his attorney escrow accounts (ASF ¶ 214).

ARGUMENT

POINT I

RESPONDENT COMMITTED MISCONDUCT BY CONTINUING TO PRACTICE LAW FOR MORE THAN TWO YEARS AFTER HE BECAME A FULL-TIME JUDGE.

Section 100.4(G) of the Rules is as clear as it is succinct: “A full-time judge shall not practice law.” This prohibition includes completing unfinished legal matters the judge handled prior to taking the bench. *See* Opinions of the Advisory Committee on Judicial Ethics (“Adv Ops”) 22-157; 96-89. Nonetheless, for more than two years after he took the bench, Respondent repeatedly violated that prohibition by performing substantive legal work in at least seven matters left over from his private practice, and by filing a summons and complaint in a new matter. This conduct violated Sections 100.1, 100.2(A), and 100.4(G) of the Rules. *See Matter of McGuire*, 2021 Ann Rep of NY Commn on Jud Conduct at 131 (disciplining full-time judge for practicing law); *Matter of Panepinto*, 2021 Ann Rep of NY Commn on Jud Conduct at 239 (same); *Matter of Edwards*, 2020 Ann Rep of NY Commn on Judicial Conduct at 102 (same); *Matter of Ramich*, 2003 Ann Rep of NY Commn on Jud Conduct at 154 (same); *Matter of Intemann*, 1989 Ann Rep of NY Commn on Jud Conduct at 89 (same).

To begin, Respondent’s misconduct as to the new matter he filed is clear cut. On January 20, 2022, Ms. Bar used Respondent’s NYSCEF account to file a

summons and complaint in the S [REDACTED] matter, for which he paid \$216.28 using his own credit card. Several months later, Ms. Bar again used Respondent's NYSCEF account to file an RJI in the matter that explicitly identified Respondent as the attorney for the plaintiff. Respondent remained the attorney of record in S [REDACTED] until November 30, 2024, during which time he paid an additional \$175.09 in filing fees in connection with documents filed via his NYSCEF account (ASF ¶¶ 126-36). Though Ms. Bar physically entered the NYSCEF information for those filings, she did so while still earning the \$600-per-week salary Respondent continued to pay her to work in the law office he continued to lease for \$1,400 per month, and he pre-approved or authorized each transaction she entered (ASF ¶¶ 9, 15, 20). Thus, by using Ms. Bar as his agent to file this new matter, for which he was the attorney of record and paid the attendant costs, Respondent unquestionably practiced law. *See Ramich*, 2003 Ann Rep at 154-56 (disciplining judge for practicing law where, on a matter he handled prior to taking the bench, he *inter alia* had a secretary correspond with opposing counsel and the clients, and file documents he signed); *Intemann*, 1989 Ann Rep at 90-93 (same, where former law secretary facilitated filing and mailing of documents and correspondence).

Respondent just as clearly practiced law – again often using Ms. Bar as his agent in the manner described above – in connection with at least seven matters he had handled while in private practice.

First, in the *Lopez* matter, Respondent reviewed court orders, actively negotiated settlement terms with opposing counsel, and personally discussed updates in the matter with his client (ASF ¶¶ 43-57). Indeed, even after Respondent represented in court that the case had “essentially settled” months earlier when the presiding judge expressed concerns with Respondent’s continued involvement (ASF ¶ 49), Respondent worked on the matter for an additional eight months before there was a signed settlement agreement. During that time, he sent opposing counsel a new draft agreement, argued with opposing counsel about the inclusion and legal viability of indemnity and confidentiality clauses, suggested other provisions he felt should be added, and made handwritten changes to a version of the agreement he received from opposing counsel before sending it to his client for a signature (ASF ¶¶ 50-51, 54-55; Exs A9, A48). *Cf Panepinto*, 2021 Ann Rep at 246-48 (finding misconduct where judge merely advised parents who were sending a letter to their school board on specific language to include). In fact, even after Mr. Puri appeared *pro se* for a conference in March 2023 at which the judge noted that the matter could be concluded without counsel because the terms of the settlement had been sufficiently outlined, Mr. Puri directed plaintiff’s counsel to send the finalized agreement to Respondent, after which Respondent attempted to further negotiate the agreement (ASF ¶ 57).

Likewise, though Respondent claimed at a March 2022 appearance in the *NYCTL* matter that he was appearing *pro se* as a member of the Columbus Club rather than as counsel of record due to his recent election, he thereafter – for the next seven months – appeared for status conferences, requested adjournments, spoke to court staff about the matter, and helped “negotiate the terms of a resolution” at Columbus Club’s behest (ASF ¶¶ 21B, 31-39; Ex A2). Of course, that is precisely the type of work attorneys perform. *See McGuire*, 2021 Ann Rep at 153-64 (judge disciplined for representing *inter alia* former clients); *Edwards*, 2020 Ann Rep at 103-05 (judge disciplined for representing family member). And, even after another attorney had filed a notice of appearance in the matter, Ms. Bar forwarded an email concerning a conference in *NYCTL* from Respondent’s law office email account to his personal email address, demonstrating his continuing illicit participation (ASD ¶ 21B; Ex A2).

In the *A. v. S.* matter, Ms. Bar sent an August 24, 2022, email from Respondent’s law office email account to Respondent’s personal email address, attached to which was a deed. In the body of the email, Ms. Bar told Respondent, “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” (ASF ¶ 60; Ex A1). That email demonstrates that, more than eight months after he took the bench, Respondent was performing legal work on an open case by making changes to a deed. Two

months later, Respondent signed a Notice of Settlement and Proposed Findings of Fact and Conclusions in the *A. v. S.* matter, both of which expressly identified him as “Attorney for Plaintiff.” And once again, Respondent authorized Ms. Bar to use his NYSCEF account to e-file those documents, along with a Proposed Judgment, for which he paid the filing fees with his own credit card (ASF ¶¶ 15, 61, 158-60), thereby demonstrating that he was improperly practicing law through her. *See Ramich*, 2003 Ann Rep at 155-57.

In the *A* matter, when Ms. *A* asked Respondent in February of 2022 to complete her divorce, which he had been working on for five years, he demanded the \$1,000 he claimed she owed on his retainer and threatened that he would not complete the divorce unless she paid him (ASF ¶¶ 68-69). The implication was clear: Respondent would complete the divorce as long as he got his money. When Ms. *A* relented, he had her meet him at the law office he continued to rent for \$1,400 per month (ASF ¶¶ 9, 69-70), thus very much still acting the part of lawyer. Though Respondent tried to cover his bases by giving Ms. *A* a note indicating that Mr. Mossa would complete the divorce “as a courtesy” (ASF ¶ 70), Respondent thereafter had Ms. Bar send updates on the case to his personal email address (Ex A3), continued to speak with Ms. *A* about the case directly (ASF ¶¶ 71-73), and – as will be discussed in Point II, *infra* – had Ms. Bar perform legal work on the case. All of those actions indicate his

continued practice of law in the matter. *See McGuire*, 2021 Ann Rep at 159 (finding practice of law that constituted misconduct where judge explained contact terms to the clients); *Ramich*, 2003 Ann Rep at 155-57 (same, where judge's secretary filed paperwork and sent correspondence).

Lastly, in the *HSBC*, *Boiko*, and *U* [REDACTED] matters, Ms. Bar – with Respondent's authorization, and while he was paying her a salary of \$600 per week – e-filed various documents using his NYSCEF account, including a Notice of Motion, Affidavit in Support, Proposed Order, Notice of Entry, Stipulation of Settlement, and Notice of Motion to Confirm Referee's Report of Sale and Disburse Surplus Monies. Several of those documents or attendant correspondences identified Respondent as the attorney for the indicated party (ASF ¶¶ 15, 20, 151-56, 161-64, 176-78). Considering that Respondent was employing Ms. Bar to file legal documents on his behalf using his NYSCEF account, some of which explicitly named him the attorney of record, the inference that he practiced law on those cases is inescapable. *See Ramich*, 2003 Ann Rep at 155-57.

In sum, for more than two years after he became a full-time judge, sometimes directly and sometimes through Ms. Bar as an intermediary, Respondent plainly and repeatedly flouted the Rules prohibiting a full-time judge from practicing law.

POINT II

RESPONDENT COMMITTED MISCONDUCT BY KNOWINGLY PERMITTING JANICE BAR TO HOLD HERSELF OUT TO BE AN ATTORNEY AND PRACTICE LAW WITHOUT A LICENSE, AND BY AFFIRMATIVELY AIDING HER IN THAT ENDEAVOR.

Janice Bar is a convicted felon who committed Forgery in the Second Degree and Making Apparently Sworn False Statements in the First Degree (ASF ¶ 13). She is not, and has never been, a lawyer (ASF ¶ 79).

Although Respondent hired Ms. Bar as a “paralegal and clerical assistant” in 2016 (ASF ¶ 11), after he became a judge, he permitted her to perform legal work on a number of pending cases left over from his private practice. With Respondent’s knowledge and assistance, Ms. Bar: used his NYSCEF account to file legal documents; attended and participated in hearings, settlement discussions and other court proceedings; discussed cases with clients; and held herself out to be an attorney to clients, opposing counsels, court staff, referees and judges (ASF ¶¶ 79, 82-83, 84-187). On one occasion, Respondent even referred a prospective client to Ms. Bar, recommending her as capable of handling the client’s divorce matter, which she did for a fee of \$1,200 (ASF ¶¶ 138, 143).

By knowingly permitting, aiding, and abetting Ms. Bar to practice law without a license, Respondent not only violated Sections 100.1, 100.2(A), and

100.4(A)(2) and (3) of the Rules, he risked prosecution under Judiciary Law §§ 478, 484, and 485, which make the unlicensed practice of law a crime.

A. Ms. Bar held herself out as an attorney and practiced law without a license.

That Ms. Bar held herself out as an attorney and practiced law without a license cannot be seriously disputed. Between January 1, 2022, and March of 2024, she:

- Commenced and completed an uncontested divorce proceeding, for which the client paid her \$1,200 (ASF ¶¶ 139-43);⁴
- On two separate occasions, identified herself as an attorney during a court proceeding: once by entering her name and law office address into the record after a clerk called the case and stated, “Counsels, your appearance” (ASF ¶ 87);⁵ and once by answering affirmatively when a court-attorney referee asked her directly whether she was an attorney (ASF ¶ 148);
- Permitted a judge to believe she was an attorney though omission, including by stating, “I’ll send one in,” when the judge asked her if she had filed a Notice of Appearance in connection with her representation of the client (ASF ¶¶ 104);
- Extensively questioned a sworn witness during an in-court hearing in connection with a divorce matter, during which she elicited facts that were legal predicates for the divorce (ASF ¶ 88; Ex A62 pp 6-10);
- Appeared on the record at a settlement conference and explained the client’s position on the matter, indicating that they did not wish to settle and were prepared to litigate (ASF ¶ 147);

⁴ “A divorce action, even if uncontested and pursuant to a separation agreement, is a new legal proceeding and would not qualify as a mere ministerial or administrative act.” Adv Op 21-87.

⁵ The cover page of the transcript of the proceeding lists her as “Janice Bar, Esq.” (Ex A62). At another point in the proceeding, the judge referred to her as “Plaintiff’s attorney” (ASF ¶ 88).

- Spoke with clients about the substance of their cases, including legal issues such as indemnification and confidentiality clauses in the context of a settlement agreement (ASF ¶¶ 92-93, 98, 100-01);
- Corresponded with opposing counsels and court staff about case-related issues, including making requests for adjournments, stays of proceedings, modifications of mortgage obligations, and other relief (ASF ¶¶ 97, 103, 115-17, 118, 119, 120, 171, 180, 181, 186, 187); and
- Sent at least nine emails to clients, opposing counsels, or a court that were signed, “Janice Bar” above the words “Attorney at Law” in the signature block (ASF ¶¶ 96, 97, 101, 117, 118, 119, 120, 171, 186), and at least four more emails that omitted Ms. Bar’s name, but were signed “Attorney at Law” and featured Ms. Bar’s cell phone number as the only contact number (ASF ¶¶ 103, 112, 115, 180).

Those are unquestionably functions an attorney would typically perform, and many of them are within an attorney’s exclusive domain. *See McGuire*, 2021 Ann Rep at 153-64 (filing notices and motions, sending letters to counsel and the court, appearing in court, conferencing cases, and explaining contract language to client); *Edwards*, 2020 Ann Rep at 103-05 (appearing in court). Thus, that Ms. Bar held herself out to be an attorney and practiced law are not in dispute.

B. Respondent knew that Ms. Bar was holding herself out as an attorney and practicing law without a license, expected her to do so, benefitted from her unlawful practice of law, and aided her in that illegal endeavor.

Respondent has admitted that he “did not adequately supervise Janice Bar as she continued to perform legal services for clients who had retained [him] as an attorney prior to his election” and “knew or should have known that Ms. Bar was practicing law” (ASF ¶ 79). In truth, this was not a problem of inadequate

supervision, and there was no “should have known” about it. Respondent not only knew that Ms. Bar was practicing law out of the law office he continued to rent while he continued to pay her a salary, but expected her to do so, benefitted from her unlawful practice of law, and affirmatively aided her in the effort.

There is no question Respondent knew and expected that Ms. Bar was holding herself out to be an attorney and practicing law without a license. Indeed, he admitted that, after he became a judge, he “permitted Ms. Bar to attend and/or participate in hearings, settlement discussions and/or other court appearances or proceedings,” and “understood that when Ms. Bar attended court proceedings in this capacity, she would be performing tasks typically performed by a lawyer” (ASF ¶ 82). On one occasion, when a prospective client came to Respondent and asked him to handle a divorce proceeding, Respondent recommended Ms. Bar for the job, noting that she was “knowledgeable about matrimonial matters and filing uncontested matrimonial matters” (ASF ¶ 138). Plainly in that case, Respondent expected Ms. Bar to practice law for that client. Moreover, Ms. Bar routinely e-filed documents using not only Respondent’s NYSCEF account, each time with his permission and authority (ASF ¶ 15), but his credit card to pay the filing fees (ASF ¶¶ 127, 133, 136, 140, 155, 159, 173, 175, 178). There can be no serious claim that Respondent did not know Ms. Bar was filing court documents when the fees were on his dime. Furthermore, between the day he took the bench and June of

2023, Ms. Bar sent Respondent 37 emails that were signed “Janice Bar” above the words “Attorney at Law” in the signature block, all of which Respondent received and read (ASF ¶ 83; Exs A1-A37). Those emails further informed Respondent that Ms. Bar was blatantly holding herself out to be an attorney, as he could not have helped but see that she had modified the signature block he had used as an attorney to pretend to be an attorney herself. Finally, After Ms. Bar passed herself off as an attorney during the A■■■■ hearing in May of 2023, she told Respondent over the phone that Mr. Mossa did not participate and she had conducted the examination herself (ASF ¶ 89). Rather than express surprise, Respondent simply replied, “It’s a good thing you were there” (*id.*), thus indicating his knowing approval of her behavior.

Beyond merely knowing that Ms. Bar was practicing law without a license, Respondent intentionally aided and abetted her in that endeavor. Primarily, he outright gave her cases to handle: he referred the R■■■■ matrimonial matter to her; he charged her with “wrapping up” the *Lopez* case, which amounted to 18 months of legal work; and he sent her to court for the A■■■■ hearing, then repeatedly assured the client that he had accompanied Ms. Bar to the courthouse and that she was “in the building” and would “be right up” (ASF ¶¶ 41, 58, 71-72, 86, 90-112, 138). Respondent also permitted Ms. Bar to use his NYSCEF account to file documents in all the cases she worked on, including the R■■■■ matter, which she

initiated with his permission after he referred it to her, and which earned her \$1,200 (ASF ¶¶ 15, 137-42). And, Respondent provided the physical law office Ms. Bar used to conduct her unlawful practice of law, insofar as he continued paying \$1,400 in monthly rent for the Crossbay Boulevard law office she used. That aid on Respondent's part was integral, as he not only provided Ms. Bar with cases to work on, but gave her the physical space she used to work and the means to file the necessary paperwork that a non-attorney would not have had.⁶

As an additional and more insidious form of assistance, Respondent apparently arranged for his longtime friend Michael Mossa, and in some cases William Shanahan, to sign their names on matters Ms. Bar handled while letting her perform the work. In four matters – *Capital Trust*, *Lema*, *Nationstar*, and **S v. S** – Ms. Bar prepared and/or e-filed case documents bearing Michael Mossa's or William Shanahan's names and/or signatures, but none of the documents had any contact information for those attorneys – just for Ms. Bar. And, when Ms. Bar e-filed documents in these cases, she did so using Respondent's NYSCEF account and credit card, rather than the filer and payment information for those attorneys who had supposedly taken over the matters (ASF ¶¶ 144, 146-50, 170-75, 182-84, 186-87).

⁶ See <https://iappscontent.courts.state.ny.us/NYSCEF/live/faq.htm> for attorney requirements as to NYSCEF filing.

The obvious inference from that pattern of conduct is clear: those attorneys were – at Respondent’s behest – acting as fronts to legitimize and facilitate Ms. Bar’s unlicensed practice of law. If they had actually intended to represent these clients, they would have filed the documents using their own NYSCEF accounts, paid filing fees with their own credit cards, and put their own contact information on the documents. *See McGuire*, 2021 Ann Rep at 187 (rejecting judge’s claim that his brother had represented former clients as evidenced by the brother’s name appearing on case-related emails because the emails were sent from the judge’s email address rather than the brothers, and “those emails included respondent’s personal cellular telephone number as a contact. No other telephone contact was provided”). That inference was only reinforced in *A* [REDACTED], when Mr. Mossa accompanied Ms. Bar to court for the May 2023 hearing, but remained silent while Ms. Bar conducted the entirety of the examination of the sworn witness (ASF ¶¶ 87-88).

In knowingly permitting and aiding Ms. Bar in the unlicensed practice of law for his own benefit, Respondent not only undermined the integrity and dignity of the judiciary (*see* Rules §§ 100.1, 100.2[A], and 100.4[A][2] and [3]), he evidently committed a crime. Judiciary Law § 478 makes it unlawful for any person who has not “been duly and regularly licensed and admitted to practice law in the courts of record of this state” to “practice or appear as an attorney-at-law . . .

for a person other than himself . . . or to hold himself or herself out to the public as being entitled to practice law . . . or to assume, use, or advertise the title of lawyer, or attorney.” It is separately unlawful for any person who is not admitted to practice law in the state to “ask [for] or receive compensation . . . for appearing for a person other than himself as attorney . . . or for preparing . . . pleadings of any kind in any action brought before any court of record in this state.” Judiciary Law § 484.

A person who violates either of those statutes is guilty of a misdemeanor. Judiciary Law § 485.⁷ Critically though, under Penal Law § 20.00, “[w]hen one person engages in conduct which constitutes an offense, another person is criminally liable for such conduct when, acting with the mental culpability required for the commission thereof, he solicits, requests, commands, importunes, or intentionally aids such person to engage in such conduct.” *See People v Santi*, 3 NY3d 234, 245 (2004) (finding criminal accessory liability by applying Penal Law § 20.00 to the non-Penal Law crime of practicing medicine without a license, in addition to relying on accessory liability language in the Education Law crime itself); *People v Varas*, 110 AD2d 646, 648 (2d Dept 1985) (same).

⁷ Such a violation is elevated to a class-E felony if the offender falsely holds herself out to be licensed to practice law in the state and causes another person to suffer monetary damages or losses exceeding, \$1,000 “other material damage resulting from impairment of a legal right to which he or she is entitled.” Judiciary Law § 485-a.

There is no question that Ms. Bar violated Sections 478 and 484 of the Judiciary Law, thus committing at least misdemeanors under Section 485. Because Respondent not only knew about, but “intentionally aided” Ms. Bar’s unlawful practice of law as discussed above, he is vulnerable to prosecution himself for the same crimes. *See Santi*, 3 NY3d at 245; *Varas*, 110 AD2d at 648.

Finally, Respondent very plainly benefitted from his facilitation of Ms. Bar’s unlicensed practice of law. In the *A* [REDACTED] and *Puri* matters, the clients paid Respondent an additional \$1,000 after he left office for additional work he had Ms. Bar perform (ASF ¶¶ 58, 67-70). While the \$1,000 payments in each case were pursuant to the original retainer agreements, if Respondent needed another attorney to step in and finish a pending matter after he could no longer practice, one would think the substitute practitioner would reap the financial benefit. Respondent earned that extra \$2,000 at least in part because he had Ms. Bar finish work on those cases after he became a judge.

POINT III

RESPONDENT COMMITTED MISCONDUCT WHEN, UPON BECOMING A FULL-TIME JUDGE, HE FAILED TO WITHDRAW AS COUNSEL FROM A NUMBER OF CASES AND NEGLECTED TO DISBURSE CLIENT FUNDS FROM HIS ATTORNEY ESCROW ACCOUNTS. HE COMMITTED ADDITIONAL MISCONDUCT BY FAILING TO COOPERATE WITH THE COMMISSION.

Once he took the bench, Respondent was required to withdraw as counsel from all pending cases he worked on as an attorney and properly and promptly disburse all client monies he held in his attorney escrow accounts. Respondent did neither. Moreover, when the Commission sent him written inquiries regarding thousands of dollars that remained in his escrow accounts, Respondent – then, and to this day – refused to answer. That continuing failure to cooperate with the Commission constitutes separate misconduct under the Rules and Court of Appeals precedent.

A. Respondent violated the Rules by failing to withdraw as counsel from cases he handled as an attorney and by failing to properly and promptly disburse all monies he held in his escrow accounts.

As the Advisory Committee on Judicial Ethics has made clear, “before assuming the office of full-time judge, there must be termination of an existing law practice” (Adv Op 96-147). Specifically, the judge “must withdraw from all client representation” (Adv Op 05-130[A]; *see* Adv Op 15-128) and “forward any money

held in escrow on behalf of clients to the new attorneys who will represent those clients” (Adv Op 04-137), or else “transfer the funds to another attorney and notify the client of the transfer” (Adv Op 96-147).

Respondent did none of those things. Instead of withdrawing from his prior cases, Respondent remained the attorney of record in many of his former matters, one of which – *Citibank v Waszczenko* – came before him as a judge while he was presiding (ASF ¶ 63). Though he withdrew from that matter two months later, as of February 29, 2024 – more than two years after Respondent took the bench – Respondent was still the attorney of record in at least half a dozen other matters (ASF ¶ 66).

Nor did Respondent properly and promptly disburse the client funds he held in his attorney escrow accounts. Indeed, As of April 1, 2024 – a full 27 months after he became a judge – Respondent had approximately \$17,200 remaining in his two attorney escrow accounts (ASF ¶ 74). Though he disbursed approximately \$8,000 of that sum in April of 2024, he still has over \$7,500 remaining in escrow and is unable to account for that money (ASF ¶ 78).

B. Respondent’s failure to cooperate with the Commission’s investigation constitutes separate misconduct.

In *Matter of O’Connor*, the Court of Appeals made clear that a judge’s “willingness to cooperate with the Commission’s investigations and proceedings is not only required – it is essential.” 32 NY3d 121, 129 (2018). By failing to do, a

judge “impede[s] the Commission’s efforts to obtain a full record of the relevant facts, thereby obstructing the Commission’s discharge of its lawful mandate.”

Matter of O’Connor, 2019 Ann Rep of NY Comm on Jud Conduct at 200, *sanction accepted* 32 NY3d at 121. As the Court of Appeals further explained, “if the public trust in the judiciary is to be maintained, as it must, those who don the robe and assume the role of arbiter of what is fair and just must do so with an acute appreciation both of their judicial obligations and of the Commission’s constitutional and statutory duties to investigate allegations of misconduct.” *O’Connor*, 32 NY3d at 129.

Respondent repeatedly violated those principles when he refused to provide written response to questions the Commission sent him pursuant to Section 42(1) of the Judiciary Law and 22 NYCRR § 7000.3(c). Indeed, After the Commission sent Respondent a letter on October 7, 2024, asking to him to account for more than \$116,000 in his attorney escrow accounts, he made five adjournment requests over the following three months, failed to answer the questions in the nine months between his final adjournment request and the date of the formal written complaint that charged him, and never accounted for more than \$7,000 remaining in his escrow accounts (ASF ¶¶ 203-14). That failure to cooperate constitutes plain misconduct pursuant to Sections 100.1, 100.2(A), and 100.3(C)(1) of the Rules.

POINT IV

RESPONDENT COMMITTED MISCONDUCT BY FAILING TO FILE HIS CAMPAIGN FDS, AND BY FILING HIS 2021 FDS MORE THAN TWO AND A HALF YEARS LATE.

All judges (except those serving in town and village courts) are required to file a Financial Disclosure Statement with the Ethics Commission upon becoming a candidate for judicial office, as well as for each year they serve as a judge.

Section 100.5(A)(4)(g) of the Rules; 22 NYCRR 140. The Court of Appeals and the Commission have consistently held that “[j]udges must complete their financial disclosure forms with diligence,” and that a judge’s failure to file timely, accurate and complete FDS forms constitutes judicial misconduct. *Matter of Alessandro*, 13 NY3d 238, 249 (2009); *see Matter of Miller*, 35 NY3d 484, 491 (2020); *Matter of Anderson*, 2013 Ann Rep of NY Commn on Jud Conduct at 75, 89-90. A judge’s “careless[ness]” or negligence in failing to comply with those rules is no defense. *See Alessandro*, 13 NY3d at 248-49 (admonishing a judge who made “careless” omissions from his FDS forms).

Here, Respondent simply never filed his campaign FDS from his run for his current judicial office (ASF ¶ 191), and he filed his FDS for the calendar year 2021 – which was due by May 15, 2022 – over two and a half years late (FDS ¶¶ 193-99). Those lapses constitute clear misconduct pursuant to Sections 100.1, 100.2(A), 100.3(C)(1), and 100.4(A)(4)(g) of the Rules.

POINT V

RESPONDENT HAS DEMONSTRATED A PATTERN OF DISHONEST BEHAVIOR AND UNACCEPTABLE DISREGARD FOR HIS ETHICAL OBLIGATIONS. HE SHOULD BE REMOVED FROM JUDICIAL OFFICE.

Because “[j]udges personify the justice system upon which the public relies, . . . [the public] has the right to insist upon the highest level of judicial honesty and integrity . . . [lest] the public confidence in our justice system so vital to its effective functioning” be “erode[d].” *Matter of Mazzei*, 81 NY2d 568, 571-72 (1993). Respondent has fallen well short of that high bar.

From the day he took the bench, and for almost four full years thereafter, Respondent engaged in pattern of misconduct that demonstrated his dishonesty, his disrespect for the court system in which he presides, and his complete disregard for his ethical obligations as a judge. It would be “contrary to logic and precedent to leave a judge on the bench who has so egregiously violated the trust of judicial office by manipulating the very system in which he is a judge for his personal benefit and the benefit of [his] private client[s]” – exactly what Respondent did in continuing to practice law for more than two years after taking the bench and enabling his ex-felon paralegal to do the same. *Matter of Aison*, 2010 Ann Rep of NY Commn on Jud Conduct at 62, 70-71 (Mr. Emery, *dissenting*). When considered alongside Respondent’s other transgressions and ethical lapses, the

totality of his misconduct “comprise[s] a pattern of rule breaking” inconsistent with his continued tenure in judicial office. *Id.* Stated simply, “[t]he judiciary cannot accommodate one who so consistently abandons his ethical obligations,” as Respondent has. *Matter of Boulanger*, 1984 Ann Rep of NY Commn on Jud Conduct at 68, 71.

To begin, Respondent’s conduct in aiding and abetting Ms. Bar in falsely holding herself out to be an attorney and practicing law without a license alone warrants the sanction of removal. In facilitating Ms. Bar’s violation of Judiciary Law §§ 478 and 484, Respondent risked prosecution himself for a crime that amounted to fraud upon the courts and the public: he knowingly deceived the clients Ms. Bar represented, the opposing attorneys against whom Ms. Bar practiced, and the court staff and judges in front of whom Ms. Bar unlawfully appeared. As the Court of Appeals has “repeatedly emphasized,” “deception is antithetical to the role of a Judge who is sworn to uphold the law and seek the truth.” *Alessandro*, 13 NY3d at 248 (citing *Matter of Myers*, 67 NY2d 550, 554 [1986]) (quotation marks omitted); *see also Matter of Anderson*, 2013 Ann Rep of NY Commn on Jud Conduct at 75. That is because such deception “by one who also sits as a judge engender[s] disrespect for the entire judiciary” (*Matter of Kelso*, 1984 Ann Rep of NY Commn on Jud Conduct at 116, 118 [quotation marks omitted]) and demonstrates a lack of fitness to “be trusted to faithfully uphold the

laws.” *Matter of Collazo*, 1998 Ann Rep of NY Commn on Jud Conduct at 79, 81 (citing *Matter of Heburn*, 84 NY2d 168, 171 [1994]). Put simply, “[s]uch conduct is not conducive to the efficacy of the judicial process and is destructive to a judge’s usefulness on the bench.” *Intemann*, 1989 Ann Rep at 97 (citing *Matter of Perry*, 53 AD2d 882 [2d Dept 1976]).

Given the public harm that such deceptive practices cause, it is unsurprising that “[t]he Court of Appeals has determined that removal was warranted for [even] a single instance of ‘deliberately deceptive conduct’” on the part of a judge. *Matter of Alessandro*, 2010 Ann Rep of NY Commn on Jud Conduct at 71, 81 (quoting *Heburn*, 84 NY2d at 171). Here, Respondent’s deception in permitting Ms. Bar to practice law spanned far more than a “single instance.” Indeed, he enabled her to masquerade as an attorney for more than two years, during which time she unlawfully worked on at least eight legal matters with his knowing consent. There is simply no place on the bench for a judge who is willing to so casually undermine the law and repeatedly perpetrate this kind of fraud against the courts and the legal profession writ large. *See Alessandro*, 2010 Ann Rep at 95, *sanction accepted* 13 NY3d at 238 (removing judge where, “[o]ver a two year period respondent engaged in a course of deliberately deceptive and injudicious behavior that renders him unfit to serve as a judge . . . characterized by a level of dishonesty which is unacceptable for a member of the judiciary”); *Matter of*

Tamsen, 2003 Ann Rep of NY Commn on Jud Conduct at 167, 169, *sanction accepted* 100 NY2d 19 (2003) (removing judge for pre-bench conduct as an attorney exhibiting “dishonesty, fraud, deceit or misrepresentation”); *Matter of Katz*, 1985 Ann Rep of NY Commn on Jud Conduct at 157, 165 (judge’s “pattern of deception” demonstrated his “unfitness for the bench”); *see also Matter of Mercer*, 2024 Ann Rep of NY Commn on Jud Conduct at 127, 140 (removing judge for *inter alia* engaging “in a pattern of failing to be forthright with Court and Town officials”).

Moreover, the Commission has removed full-time judges for practicing law in circumstances involving additional misconduct or aggravating factors. *See, eg, Matter of McGuire*, 2021 Ann Rep of NY Commn on Jud Conduct at 179-96 (additional misconduct); *Intemann*, 1989 Ann Rep at 90-92, 97 (aggravated by dishonesty). Both are present here. On top of the additional misconduct discussed herein, Respondent aggravated his practice-of-law misconduct by deceiving the courts in the process on multiple occasions. For instance, Respondent was overtly dishonest with Judge Henry in the *Lopez* matter when he falsely represented that the case had “essentially settled” months earlier after she voiced her concern about his continued association with the case (ASF ¶ 49). In truth, plaintiff’s counsel had just asked Respondent a month earlier whether they were “doing a settlement” at all (ASF ¶ 45), and Respondent would go on to continue negotiations for another

eight months (ASF ¶¶ 50-58). Similarly, in *NYCTL*, despite representing at a June conference that two volunteer attorneys would be taking over the matter, Respondent appeared at a July court appearance to announce that the client had authorized him – rather than any phantom volunteer attorneys – to negotiate the terms of a resolution, which he set forth into the record (ASF ¶¶ 35-38).

That aggravating factor differentiates this case from matters in which judges were censured for their practice of law, standing alone. *See, eg, Panepinto*, 2021 Ann Rep at 239; *Edwards*, 2020 Ann Rep at 102; *Ramich*, 2003 Ann Rep at 154.⁸ Moreover, the scope of Respondent’s practice of law – over two years and spanning at least eight cases – far outstrips the much more limited legal practice that occurred in *Panepinto*, *Edwards*, and *Ramich*. All told, removal is the appropriate sanction for a “judge who manipulates his clients, co-judges, [and] brethren County judges . . . in a series of cases that comprise a pattern of rule breaking for the purpose of securing financial benefit for that judge’s private practice of law.” *Aison*, 2010 Ann Rep at 69 (Mr. Emery, *dissenting*).

Further buttressing the case for removal is Respondent’s impropriety in remaining the attorney of record in a number of matters for years after he became a

⁸ *Matter of Edwards* included a finding that the judge also had attempted to lend the prestige of his judicial office to his legal cause. Though the Commission accepted the Agreed Statement of Facts to the jointly recommended Censure, it noted that the conduct at issue “comes close to removal.” One member, Mr. Raskin, dissented as to sanction and would have issued the sanction of removal despite the joint recommendation for censure.

judge, and his retention of thousands of dollars of client funds in his attorney escrow accounts for the same time period. Even if misconduct resulted from Respondent's mere carelessness or inattention, it constitutes yet another example of his utter disregard for his ethical obligations. To that point, even after the *Waszczenko* matter came before him in August of 2023, which created an unacceptable appearance of impropriety, it took Respondent until October to remove himself from the case (ASF ¶ 64). That months-long delay was a clear indication that removing himself from the matter remained far from a priority. And, while that experience should have prompted Respondent to remove himself from the other half-dozen cases on which he remained the attorney of record, it did not.

Respondent seriously exacerbated his misconduct by failing to cooperate with the Commission when it asked him questions about the money remaining in his escrow accounts, choosing instead to ignore the questions indefinitely. As the Court of Appeals has made clear, “when a judge fails to cooperate with an investigation of the Commission . . . that dereliction can be a significant aggravating factor in determining the appropriate sanction,” and may “elevate the sanction to removal” in a case that “would ordinarily result in no more than a censure.” *O'Connor*, 32 NY3d at 128-29; see *Matter of Lenney*, 71 NY2d 456, 457 (1988) (accepting sanction of removal where the judge *inter alia* “failed to

cooperate in that he did not respond to letters requesting information in connection with its investigation”); *Matter of Cooley*, 53 NY2d 64, 66 (1981) (same, “tak[ing] note of the significance of petitioner’s failure to cooperate with the investigation by the commission”); *Matter of Rathbun*, 2025 Ann Rep of NY Commn on Jud Conduct at 252, 272 (“Respondent’s failure to cooperate during the investigation . . . demonstrated his disdain for the Commission’s important function”); *Matter of Driscoll*, 1997 Ann Rep of NY Commn on Jud Conduct at 89, 90 (citation omitted) (“The failure to cooperate with the Commission is conduct prejudicial to the administration of justice that warrants removal”).

Finally, Respondent’s callous neglect of his duty to file timely financial disclosure statements constitutes additional serious misconduct that yet strengthens the case for removal. The Commission has “commented previously on the importance of judges’ annual financial disclosure statements,” which permit “lawyers and litigants [to] determine whether to request a judge’s recusal” and otherwise promote transparency as to a judge’s financial obligations and entanglements. *Alessandro*, 2010 Ann Rep at 97. A judge’s failure to file an FDS “is manifestly improper” and “demonstrates an unacceptable carelessness and inattention to his ethical responsibilities.” *Id.*; see also *Miller*, 35 NY3d at 491. That Respondent never filed his campaign FDS, even after the Commission’s inquiry, is inexcusable. His blatant indifference to such an important ethical

responsibility would be disqualifying *per se*. In light of his other fiduciary misconduct, Respondent's failure to file an FDS inevitably creates the appearance that he has something to hide.

All told, "[i]n its totality, [R]espondent's conduct demonstrates 'a level of dishonesty and lack of judgment that is unacceptable for a member of our state's judiciary.'" *Matter of Kadur*, 2004 Ann Rep of NY Commn on Jud Conduct at 119, 124 (quoting *Matter of Conti*, 70 NY2d 416 [1987]). When that misconduct is "considered 'in the aggregate,'" as it must be, removal is the only appropriate sanction. *Miller*, 35 NY3d at 940; *O'Connor*, 32 NY3d at 129.

CONCLUSION

Commission Counsel respectfully requests that the Commission determine that Charges I through IV of the Formal Written Complaints are sustained, that Respondent violated Sections 100.1, 100.2(A), 100.3(C)(1), 100.4(A)(2), 100.4(A)(3), 100.4(A)(4)(g), and 100.4(G) of the Rules, and that he should be removed from judicial office.

Dated: May 22, 2026
Albany, New York

Respectfully submitted,

ROBERT H. TEMBECKJIAN
Administrator and Counsel to the
Commission on Judicial Conduct

By:



David Stromes
Senior Litigation Counsel
Corning Tower, Ste 2301
Empire State Plaza
Albany, New York 12223

Of Counsel:

Mark Levine, Esq.
Edward Lindner, Esq.
Alan Friedberg, Esq.
Denise Buckley, Esq.
Eric Arnone, Esq.