

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.

**NOTICE OF FORMAL
WRITTEN COMPLAINT**

NOTICE is hereby given to Respondent, Joseph F. Kasper, a Judge of the New York City Civil Court, Queens County, pursuant to Section 44, subdivision 4, of the Judiciary Law, that the State Commission on Judicial Conduct has determined that cause exists to serve upon Respondent the annexed Formal Written Complaint; and that, in accordance with said statute, Respondent is requested within twenty (20) days of the service of the annexed Formal Written Complaint upon him to serve the Commission at its New York office, 61 Broadway, Suite 1200, New York, New York 10006, with his verified Answer to the specific paragraphs of the Complaint.

Dated: January 14, 2025
New York, New York

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

To: Hon. Joseph F. Kasper



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

**FORMAL
WRITTEN COMPLAINT**

JOSEPH F. KASPER,

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

1. Article VI, Section 22, of the Constitution of the State of New York establishes a Commission on Judicial Conduct (“Commission”), and Section 44, subdivision 4, of the Judiciary Law empowers the Commission to direct that a Formal Written Complaint be drawn and served upon a judge.
2. The Commission has directed that a Formal Written Complaint be drawn and served upon Joseph F. Kasper (“Respondent”), a Judge of the New York City Civil Court, Queens County.
3. The factual allegations set forth in Charges I, II and III state acts of judicial misconduct by Respondent in violation of the Rules of the Chief Administrator of the Courts Governing Judicial Conduct (“Rules”).
4. 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. Respondent’s term expires on December 31, 2031.

CHARGE I

5. After becoming a full-time judge on or about January 1, 2022, Respondent (A) 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 to Charge I

Background

Respondent's Association with Sebastian and Michael Mossa

6. 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.

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

8. 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.

9. 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]8-[REDACTED]-5314).

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

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 since about 2016. She and Respondent met as teenagers and are close friends. Both have been active over the years in Queens County Republican Party matters.

12. In or around 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 or around 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 criminal appeal from those convictions.

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 authorized Ms. Bar to act as his agent for purposes of e-filing documents on NYSCEF. Ms. Bar was the primary user of Respondent’s NYSCEF account, which Respondent himself rarely if ever used.

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, 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.

18. Prior to and after assuming judicial office, Respondent authorized Ms. Bar to use her personal cell phone number (██████-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, until at least March 2024, Respondent paid Ms. Bar approximately \$600 a week for the paralegal, clerical and other assistance she provided to him in connection with his law practice.

20. In or around January 1, 2022, when he assumed judicial office, Respondent or Ms. Bar on his behalf modified his NYSCEF profile 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.

21. After Respondent was elected to judicial office, he asked Ms. Bar to help him close out his law practice. He continued to pay her the same salary he had been paying her to that point.

Respondent's Residences

22. At all relevant times to this Complaint, Respondent owned and received rental income from a two-family house located in South Ozone Park, New York. He also had 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

23. 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 approximately \$350 a week.

24. At all relevant times to this Complaint, 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.

25. After Respondent assumed judicial office, Mr. Cullina continued to work in Respondent's law office. To at least October 2023, Respondent continued to pay Mr. Cullina a salary of approximately \$350 a month.

Respondent's Continued Practice of Law

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

26. 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").

27. On or about 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 resolve the matter.

28. On or about 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.

29. On or about 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 that he was representing the defendant in *NYCTL*. 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.

30. On or about 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 was he was requesting an adjournment so he could help the club find new counsel.

31. 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 1.

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

33. On or about May 26, 2022, Respondent called Judge Unger's court attorney to request an adjournment. Respondent again spoke to Ms. George. He identified himself as Joseph Kasper and said that he was calling in connection with a tax lien foreclosure action. 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."

34. On or about 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.

35. 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 2.

36. On or about 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.

37. 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 3.

38. On or about 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 4.

Victor Lopez v Sharan K. Puri, et al.

39. 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.

40. 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.

41. On or about 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 pacermonitor¹ [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. A copy of the email and attachments is appended as Exhibit 5.

42. 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.

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

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

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

Respondent discussed the *Lopez* matter with Mr. Puri. A copy of the email and
Pacer attachment is appended as Exhibit 6.

44. On or about 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 for the first time that he had become a judge.

45. 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.” A copy of the
November 28 transcript is appended as Exhibit 7.

46. 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.

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

48. On or about 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 8.

49. In or about 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*. A copy of the payment is appended as Exhibit 9.

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

50. 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.

51. In or about 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 Notices of Settlement are appended as Exhibit 10.

Citibank v Christine Waszczenko

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

53. On or about August 21, 2023, the *Citibank* matter came before Respondent in Civil Court, Queens County, where he was presiding. At the time, Respondent was still the attorney of record in the case. The matter was adjourned to October 2, 2023.

54. On or about 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 or about October 3, 2023. A copy of the Consent to Change Attorney is appended as Exhibit 11. Mr. Mossa filed a Notice of Appearance that same day. A copy of the Notice of Appearance is appended as Exhibit 12.

55. On or about January 8, 2024, the matter again came before Respondent in Civil Court, Queens County, where he was presiding. The matter was adjourned to April 1, 2024.

56. As of on or about 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]/2015); and (6) *Camara v City of New York* (Index No. 703910/2020).

Respondent's Failure to Disburse Client Funds

57. As of on or about 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").

58. 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 13.

59. 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 14.

60. 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 15.

61. As of on or about April 23, 2024, Respondent was unable to account for approximately \$7,540 remaining in his IOLA account.

62. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article VI, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety, in that he failed to respect and comply with the law and failed to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation of Section 100.2(A) of the Rules, and lent the prestige of judicial office to advance the private interests of the judge or others, in violation of Section 100.2(C) of the Rules; and failed to so conduct his extra-judicial activities as to minimize the risk of conflict with

judicial obligations, in that he practiced law notwithstanding that he was a full-time judge, in violation of Section 100.4(G) of the Rules.

CHARGE II

63. From on or about January 1, 2022, to in or about April 2024, in violation of Section 478 of the New York Judiciary Law, Respondent aided or abetted Janice Bar to practice law, notwithstanding that Ms. Bar was not and is not licensed to practice law.

Specifications to Charge II

64. The facts alleged in paragraphs 11-21 are incorporated by reference.

65. 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, appeared in court conferences and otherwise acted in a manner that appeared to be and/or constituted the practice of law.

66. During this time, Ms. Bar held herself out as an attorney from the law offices of Respondent and/or Michael Mossa.

Victor Lopez v Sharan K. Puri, et al.

67. The facts alleged in paragraphs 39-49 are incorporated by reference.

68. On or about 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. A copy of the email and Settlement Agreement is appended as Exhibit 16.

69. Later that day, Mr. Puri sent a signed Settlement Agreement and Release by email addressed to “Mr. Kasper.” A copy of the email and Settlement Agreement and Release is appended as Exhibit 17.

70. On or about February 2, 2023, Mr. Puri sent an email from his business email address to Respondent’s personal email address, 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 18.

71. On or about 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. A copy of the email and attachment is appended as Exhibit 19.

72. On or about 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 intentions [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 as Exhibit 20.

73. On or about 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. A copy of the email and Settlement Agreement and Release is appended as Exhibit 21.

74. 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 22.

75. 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 23.

76. That same morning, at Respondent's direction, Ms. Bar appeared on behalf of Mr. Puri for the telephone status conference. 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 transcript is appended as Exhibit 24.

77. 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 a paralegal and not an attorney. A copy of the transcript is appended as Exhibit 24.

78. 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. A copy of the transcript is appended as Exhibit 24.

79. On or about 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. A copy of email and tax form is appended as Exhibit 25.

80. On or about 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. A copy of the email and tax form is appended as Exhibit 26.

81. On or about 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. A copy of the email and Stipulation of Dismissal is appended as Exhibit 27.

82. On or about 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. A copy of the email and Stipulation of Dismissal is appended as Exhibit 28.

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

83. The facts alleged in paragraphs 26-38 are incorporated by reference.

84. On or about February 16, 2022, Ms. Bar sent an email dated February 16, 2022, 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 29.

85. On or about 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 30.

86. 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 31.

87. 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 32.

88. On or about 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 33.

89. On or about 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 34.

90. On or about 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 35.

91. On or about 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 36.

92. On or about 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. A copy of the email and stipulation is appended as Exhibit 37.

93. 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 38.

94. On or about 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 39.

95. 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 40.

S [REDACTED] S [REDACTED] v L [REDACTED] S [REDACTED]

96. On or about 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.

97. 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 41.

98. On or about 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 42.

99. 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 43.

100. On or about 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 44.

101. 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 was, at all times, the attorney of record in S [REDACTED]. There was no record of a Consent to Change Attorney filed in NYSCEF. A copy of the NYSCEF document list is appended as Exhibit 45.

102. On or about 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 46.

103. 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 47.

104. On or about 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 48.

105. On or about 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 49.

106. 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 50.

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

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

108. 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.

109. On or about 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] [REDACTED] [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 51.

110. 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 52.

111. On or about May 2, 2023, Ms. Bar e-filed two documents in the R [REDACTED] matter: a Part 130 Certification dated April 17, 2023, and an RJJ 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 RJJ, 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 53 and 54, respectively.

112. 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 55.

113. In or around May 2023, on two occasions at Respondent's law office, Mr. R[REDACTED] paid Ms. Bar approximately \$600 in cash, for a total of \$1200, for her legal services in his divorce action.

1900 Capital Trust III v Joann Manck et al.

114. 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.

115. 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. Mr. Mossa had not consented to the use of NYSCEF.

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

117. On or about 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.

118. During the conference, Mr. Gordon asked Ms. Bar whether she was an attorney. She responded affirmatively.

119. 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 56.

120. 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 57.

HSBC Bank v Andres Gallo et al.

121. 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.

122. On or about 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.

123. 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 58.

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

125. 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 59.

126. On or about 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 60.

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

127. The facts alleged in paragraphs 50-51 are incorporated by reference.

128. On or about 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 61.

129. 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 62.

130. 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 63.

Natalia Boiko v Patrick Khan and Jaikarran Ramdeo

131. 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.

132. On or about 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 64.

133. 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. Falletta 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 65.

134. On or about 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 66.

135. 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 67.

Jose Lema and Lisette Celleri v Guazhco et al.

136. 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.

137. Supreme Court Justice Mojgan Lancman issued a *sua sponte* order dated December 28, 2021, requiring that discovery be completed on or about January 27, 2022. A copy of the Order is appended as Exhibit 68.

138. In or about 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 69.

139. On or about February 14, 2022, Mr. Golden sent an email to Respondent’s client, Mr. Lema, copied to the 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, 2022.² A copy of the email is appended as Exhibit 70.

140. 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 71.

² The email mistakenly refers to “2021.”

141. On or about 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:

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 72.

142. 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 73.

143. Respondent remained, at all times, the attorney of record in *Lema*.

144. On or about April 4, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Appeal on behalf of Mr. Lema. A copy of the Notice of Appeal is appended as Exhibit 74.

145. 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 75.

146. On or about April 9, 2022, using Respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Appeal on behalf of Ms. Celleri. A copy of the NYSCEF document list is appended as Exhibit 76.

147. 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 77.

B [REDACTED] U [REDACTED] v D [REDACTED] U [REDACTED]

148. 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]").

149. On or about 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 78.

150. On or about 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 79.

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

151. 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.

152. On or about 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 80.

153. On or about 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 81.

154. On or about 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 82.

155. On or about 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 83.

156. On or about 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 84 and 85, respectively.

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

157. 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.

158. On or about 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 86.

159. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article VI, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would

be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety, in that he failed to respect and comply with the law and failed to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation of Section 100.2(A) of the Rules; and failed to so conduct his extra-judicial activities as to minimize the risk of conflict with judicial obligations, in that he failed to conduct his extra-judicial activities so that they do not detract from the dignity of judicial office, or interfere with the proper performance of judicial duties and are not incompatible with judicial office, in violation of Sections 100.4(A)(2) and (3) of the Rules.

CHARGE III

160. 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.

161. 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 to Charge III

The 2021 Campaign FDS

162. 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.

163. Respondent became a candidate for judicial office in or around 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

164. 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.

165. On or about May 20, 2022, Respondent filed a materially incomplete financial disclosure statement dated May 15, 2022. He also filed a Notice of Automatic Extension of Time to File Tax Return, which gave him until October 22, 2022, to submit a supplementary statement for his 2021 FDS.

166. On or about 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.

167. On or about 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 87.

168. On or about 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 88.

169. To date, the Ethics Commission has no record of Respondent having filed his 2021 statements.

170. By reason of the foregoing, Respondent should be disciplined for cause, pursuant to Article VI, Section 22, subdivision (a), of the Constitution and Section 44, subdivision 1, of the Judiciary Law, in that Respondent failed to uphold the integrity and independence of the judiciary by failing to maintain high standards of conduct so that the integrity and independence of the judiciary would be preserved, in violation of Section 100.1 of the Rules; failed to avoid impropriety and the appearance of impropriety, in that he failed to respect and

comply with the law and failed to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, in violation of Section 100.2(A) of the Rules; failed to perform the duties of judicial office impartially and diligently, in that he failed to diligently discharge his administrative responsibilities, in violation of Section 100.3(C)(1) of the Rules; and failed to refrain from inappropriate political activity, in that he failed to file with the Ethics Commission for the Unified Court System a financial disclosure statement, in violation of Section 100.5(A)(4)(g) of the Rules.

WHEREFORE, by reason of the foregoing, the Commission should take whatever further action it deems appropriate in accordance with its powers under the Constitution and the Judiciary Law of the State of New York.

Dated: January 14, 2025
New York, New York



ROBERT H. TEMBECKJIAN

Administrator and Counsel
State Commission on Judicial Conduct
61 Broadway, Suite 1200
New York, New York 10006
(646) 386-4800

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

VERIFICATION

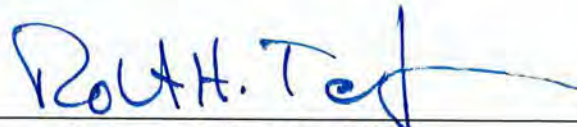
JOSEPH F. KASPER,

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

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

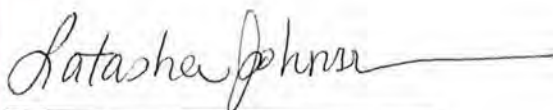
ROBERT H. TEMBECKJIAN, being duly sworn, deposes and says:

1. I am the Administrator of the State Commission on Judicial Conduct.
2. I have read the foregoing Formal Written Complaint and, upon
information and belief, all matters stated therein are true.
3. The basis for said information and belief is the files and records of
the State Commission on Judicial Conduct.



Robert H. Tembeckjian

Sworn to before me this
14th day of January 2025



Notary Public

LATASHA Y. JOHNSON
Notary Public, State of New York
No. 01JO6235579
Qualified in New York County
Commission Expires February 14, 2027

**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] / [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: <u>Daniel S. Gordon</u>	P acknowledges receipt by signing below:	D acknowledges receipt by signing below:
Date: <u>3/10/2022</u>		

Signature

Signature



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 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] / [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] / [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: <u>Samuel J. Gordon</u>	P acknowledges receipt by signing below:	D acknowledges receipt by signing below:
Date: <u>6/9/2022</u>		

Signature

Signature

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

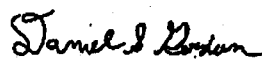
IT IS HEREBY ORDERED:

- ☐ 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, ESQ.
Court Attorney-Referee



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.



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 5

----- Forwarded message -----

From: **Sharan Puri** <[sharanpuri@\[REDACTED\]](mailto:sharanpuri@[REDACTED])>

Date: Wed, Oct 12, 2022 at 6:38 PM

Subject: Lopez v. Puri

To: J kasper <[thejklawoffice@\[REDACTED\]](mailto: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

-----	X
VICTOR LOPEZ,	:
	:
Plaintiff,	:
	:
– against –	:
	:
SHARAN K PURI, FLORAISON INC., and	:
METROPOLITAN WIRELESS BK121, INC.,	:
	:
Defendants.	:
	:
-----	X

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

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

mgangat@

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 6

----- Forwarded message -----

From: **Sharan Puri** <[sharanpuri@\[REDACTED\]](mailto:sharanpuri@[REDACTED])>
Date: Fri, Nov 25, 2022 at 7:38 PM
Subject: Lopez Vs Puri Pacer Update attached.
To: J kasper <[thejklawoffice@\[REDACTED\]](mailto: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

Floraion 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]
[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, 202236   [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, 202235   [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, 202134   [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, 202133  [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. (Cheat, 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 granting 19 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 to 12 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's 12 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 to 1 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 granting 17 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 to 1 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 granting 11 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

[Support](#) • [Privacy](#) • [Terms](#) • [About](#)
PacerMonitor, LLC © 2022.

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.

1 (Call to order at 2:03 p.m.)

2 THE CLERK: Good afternoon. This is a civil cause
3 for a telephone status conference for case number 20-CV-3450,
4 Lopez v Puri, et al.

5 As a reminder pursuant to Local Rule 1.8, the parties
6 may not independently record any court proceedings. A
7 transcript of this proceeding may be ordered from the Clerk's
8 Office.

9 That being said, counsel for Plaintiff, please state
10 your appearance for the record?

11 MR. GANGAT: For the Plaintiff, Mohammed Gangat.
12 Good afternoon, Your Honor.

13 THE COURT: Good afternoon.

14 THE CLERK: For the Defense?

15 MR. KASPER: Yes, for Defendants Sharan K. Puri and
16 Floraison, Incorporated, this is attorney of record for them,
17 Joseph Kasper. Good afternoon, Your Honor.

18 THE COURT: Good afternoon. Now this case is on for
19 a status conference because in reviewing the docket, and in
20 receipt of the parties' letter, I realize that there has been a
21 pending motion and when the case was assigned to me. And so,
22 there wasn't really any progress made with discovery while that
23 motion was pending.

24 Just to recap how we got to where we are, the
25 complaint here was filed in July of 2020. And at the time,

1 Judge Scanlon was the assigned magistrate judge.

2 And she did issue a discovery schedule, but then also
3 referred the case to mediation. And that was in -- around
4 March of 2021.

5 The case was subsequently re-assigned to me in June
6 of 2021. And at that time, Metropolitan Wireless moved to
7 dismiss the complaint and that motion was granted.

8 And so then, Metropolitan Wireless was out of the
9 case. And Judge Donnelly stayed discovery law. That motion
10 was pending. And that, excuse me, decision was issued in
11 September of 2022.

12 And then, at Document 36, Mr. -- is it Gangat?

13 MR. GANGAT: That's correct, Your Honor, thank you.

14 THE COURT: Okay, Mr. Gangat filed a letter
15 requesting discovery and a discovery schedule in the case.

16 So, first, let me just confirm that I have accurately
17 recapped the past two years of this case. Mr. Gangat?

18 MR. GANGAT: You have, Your Honor.

19 THE COURT: Mr. Kasper?

20 MR. KASPER: I concur, Your Honor.

21 THE COURT: In that case, then let me get down to
22 essentially the logistics that we would get to in an initial
23 conference.

24 So first, Mr. Kasper, in reviewing the docket, was
25 there an Answer filed to the amended complaint? The amended

1 complaint is at Document 25. And that was filed on August
2 13th, 2021.

3 MR. KASPER: Your Honor, as I recall,
4 there's -- there was an Answer filed, but if I might save the
5 Court a great deal of time and grief, a few things happened.

6 First and foremost, I am recovering from major
7 surgery earlier this month.

8 Secondly, there is a proposed stipulation. An offer
9 had been made actually late -- a number of months ago. And
10 once the motion went through dismissing the other Defendant
11 from the matter, the case has essentially settled. There's
12 been an offer.

13 And while the stipulation has not actually been
14 signed because as I said, I've been recovering from surgery for
15 the last month, this matter is settled.

16 And the other thing the Court should be aware of is
17 I -- in the interim, I was elected to the Queens Civil Court.
18 So this is essentially an act of winding up for me, Your Honor.

19 THE COURT: Okay, well, let me start first with the
20 last part of your remarks. Congratulations.

21 MR. KASPER: Thank you.

22 THE COURT: When do you officially stop being a
23 lawyer and start being a judge?

24 MR. KASPER: Under the New York Rules of Court, Your
25 Honor, it's -- this is probably an act of winding up to advise

1 the Court that I am no longer practicing. And -- but that the
2 matter is resolved because it was actually an offer
3 communicated before I became official.

4 THE COURT: Okay, when did you become official?

5 MR. KASPER: I took the bench in January, Your Honor.

6 THE COURT: January of 2022?

7 MR. KASPER: That's correct, Your Honor.

8 THE COURT: Oh, okay. And all right, well, no one
9 alerted to me that. But okay, the case was pending during that
10 time.

11 So let me then turn back to Mr. Gangat. So do you
12 concur that this case is settled?

13 MR. GANGAT: I concur that an offer was communicated
14 a while back. And we were waiting for a resolution on the
15 motion. As soon as the motion was resolved, I accepted the
16 offer.

17 We've been trying to figure out the logistics of
18 that. Given Mr. Kasper's limitations, you know, he can only do
19 so much. I think there's some term of art there of act of
20 winding up.

21 And then, there's another dynamic in play, which is,
22 you know, these are small settlements. Oftentimes, the
23 Defendant on the other side is a small business.

24 There is sort of two routes to a resolution
25 potentially that I see. One would be a Cheeks motion. The

1 other would be a Rule 68 offer of judgment.

2 You know, in either of those routes, there's some
3 involvement of the defense attorney that's sort of needed. And
4 yeah, there's a tension there, right, because it's sort of
5 highly asserting paying him \$1,000, \$2,000 on a case that's,
6 you know, settling for less than \$20,000, it just -- it's a
7 tough dynamic.

8 Anyway, we've been trying to work through that. And
9 so, I've let Mr. Kasper know that, you know, we've accepted
10 that offer of a number.

11 I think we all understand and agree to the basic
12 terms of how that will be memorialized, but there's this
13 logistical issue of, you know, who is going to either
14 participate in the submission of the Cheeks motion or prepare
15 and serve up an offer of judgment.

16 THE COURT: Yeah, thank you for raising all of that,
17 because that was my first question, Mr. Kasper, once you said
18 you were official, which is that the act of winding up here
19 requires a little bit more than just advising me that the case
20 is winding down.

21 And that is because of Cheeks and the 2nd Circuit's
22 requirements for wage and hour cases that resolve in
23 settlement.

24 And yeah, any -- I guess anything other than you
25 appearing here, whether it's you advising your client as to how

1 to complete the resolution of the case is probably the practice
2 of law.

3 And okay, well, Mr. Kasper --

4 MR. GANGAT: Your Honor, real quick. There's one
5 point. This is Mr. Gangat, I just wanted to raise, I think
6 it's important to your deliberation.

7 THE COURT: Uh-huh.

8 MR. GANGAT: I don't actually think they need an
9 attorney. The reason why Metropolitan Wireless, the end -- one
10 of the end-state Defendants has been dismissed out.

11 The Defense from Floaison, and it's a valid defense,
12 is that this is a different entity that is actually owned by
13 the mother of the individual Defendant, Mr. Puri.

14 So truly, the case that's being settled is with an
15 individual defendant. This case would be settled on very
16 standard terms, a one-third attorney fee, an allocation of the
17 Plaintiff's payment being made as between, you know, backpay
18 versus liquidated damages, no confidentiality agreement, a
19 limited release to wage and hour claims.

20 And so, I do think just as Your Honor sort of decides
21 how we move forward, it's worth noting that Mr. Puri, the
22 individual Defendant, can sort of appear pro se and put on the
23 record that that's what's he settling based on.

24 MR. KASPER: If I may, Your Honor?

25 THE COURT: Yes.

1 MR. KASPER: The dynamics of the case are such that
2 Mr. Gangat and I, you know, had been on quite, you know, quite
3 courteous terms. And we actually had discussed this proposed
4 settlement late December of last year before I ascended.

5 The only wildcard, you know, was sort of almost like
6 if the motion goes one way, then you know, this is resolved.
7 If it doesn't, it's another story.

8 But what I'm trying to say is as to my parties, this
9 matter was, you know, almost -- it's an unusual situation *de*
10 *facto* settled, you know, back last December before I ascended
11 subject to whatever happened on the motion.

12 So -- and otherwise, you know, it's fairly
13 straightforward. It's for the sum of money that had sort of
14 been offered, you know, back then.

15 So all I'm trying to say is that's why, you know,
16 sort of my involvement in this is very limited. And the way
17 the stip is prepared, it's drafted for him to sign pro se, so.

18 THE COURT: Yeah, and I understand all of that. And
19 but for Cheeks v. Freeport Pancake House, that's all that would
20 be required.

21 But because this is a wage and hour case and because
22 there is a 2nd Circuit case that requires the Court to review
23 any proposed settlement agreement, whether it's being signed
24 with counsel attending to it or not, the Cheeks motion still
25 needs to be filed.

1 And right now, all of this is in front of Judge
2 Donnelly. We haven't even gotten to the separate issue of if
3 the parties consented to the magistrate judge, because at this
4 point, it's likely that if you file such a motion, Judge
5 Donnelly would refer it to me. And then, I'd have to decide
6 the motion, issue an R and R, and that she would have to review
7 it.

8 So there are more procedural steps than just whether
9 or not you would simply file a stip of dismissal versus a
10 motion versus a Rule 68 offer of judgment.

11 I'm not quite sure how to -- I can't advise you, Mr.
12 Kasper, on how much more you can be involved.

13 Mr. Gangat, from your client's perspective, this
14 requires a Cheeks motion.

15 Now if this case were before me, and I'm not going to
16 speak for Judge Donnelly, nor am I seeking to have the parties'
17 consent, but if this case were before me, then yes, to your
18 point, Mr. Gangat, I would ask that the individual Defendant
19 appear and put on the record that this was something that they
20 wanted to do. But ultimately, it still would require the
21 filing of a motion pursuant to Cheeks.

22 MR. KASPER: Your Honor, if I may?

23 MR. GANGAT: And Your Honor? Sorry, this is Mr.
24 Gangat. Would Your Honor consider -- because the issue becomes
25 Floraison, Defendant Floraison, Inc. needs to consent to the

1 magistrate. And I don't they can do that because they don't
2 have an attorney to act for them.

3 But I have a good faith basis to believe that I don't
4 have any actionable claims against Floraison. I wonder whether
5 I could file an amended complaint removing the dismissed
6 Defendant, removing Floraison.

7 And then, me and the individual Defendant could
8 appear before Your Honor and seek Cheeks approval after
9 consenting to your jurisdiction?

10 THE COURT: Well, hang on, because you're
11 asking -- you're asking me my advice as to whether or not you
12 should consent. And I'm not -- I can't do that, first of all,
13 because I -- that's a conversation that has to happen between
14 the parties and/or their counsel. And I'm not going to say yay
15 or nay to what you just proposed.

16 But Mr. Kasper, it sounds like you want to chime in
17 similarly?

18 MR. KASPER: Yes, I was going to say, Your Honor, Mr.
19 Gangat was kind enough to point out, you know, that it would
20 be, you know, less than perfect result if my former client had
21 to go out and engage, you know, counsel for several thousand
22 dollars for a matter that essentially was *de facto* settled
23 months ago.

24 But I have another attorney, who is admitted in the
25 Eastern District, that took over a number of matters in my

1 practice.

2 I suppose that I could get him involved at least as
3 to the Cheeks motion as trying to avoid, again, you know,
4 expense and more difficulty for the Court, but whatever's
5 easiest for everybody involved.

6 THE COURT: Okay, well, I do appreciate that, Mr.
7 Kasper. To the extent that there's counsel who frankly would
8 likely not spend more than a couple of hours more on this case,
9 given that the bulk of the Cheeks motion gets written by
10 plaintiff's counsel in these types of cases.

11 And Mr. Gangat, it sounds like you sort of have your
12 motion written in your head anyway based on everything that you
13 just described on the record.

14 So, again, I can't say yay or nay as to whether or
15 not if you were to consent, this is what I would agree to,
16 because I don't -- I think that that's a little unseemly.

17 I'm just -- I'm telling you what I have done in other
18 cases. And I think that you, Mr. Gangat, should talk to your
19 client.

20 And I think, Mr. Kasper, to the extent that you have
21 counsel, who can take over this very discrete portion of the
22 case, which is essentially advising your client and/or
23 potentially contributing to the Cheeks motion, that would
24 actually be the better course of action, but I think you all
25 need to talk about it.

1 I'm very glad that we're having this conference. And
2 had this been brought to my attention earlier, we probably
3 could have resolved this, but I understand earlier meaning when
4 you all had your *de facto* settlement.

5 But understandably, you were waiting for the outcome
6 of the motion to dismiss to determine what the next steps would
7 be.

8 So why don't we do this? Mr. Gangat, why don't you
9 and Mr. -- well, I keep calling you Mr. Kasper because that's
10 what you are for the purposes of this discussion.

11 MR. KASPER: That's all right, Your Honor. It's
12 actually refreshing.

13 THE COURT: Right, it's not just at like the grocery
14 store or the doctor's office where you get called Mr. Kasper
15 anymore.

16 If -- I think that you all should just have a quick
17 conversation about this. And maybe immediately after this call
18 don't stay on this line because it's a public line and I have
19 other parties calling in in a little while, but just get on the
20 phone with each other and talk about this. And I think if the
21 other lawyer can be involved, that's fine.

22 And to your point, Mr. Gangat, I'm also not again
23 advocating. You are correct that a Rule 68 offer of judgment
24 is also an option, but again, that would be something that the
25 Defendants would need to be advised about or the individual

1 Defendant would need to be advised and decide if that's an
2 option.

3 Of note, it's still a little unclear whether or not
4 the Court gets involved even if there is a Rule 68 offer of
5 judgment. So just be mindful of that, but yes, it's another
6 option.

7 Any questions about any of that?

8 MR. KASPER: No questions, Your Honor, but I do want
9 to say, honestly, being the name of the game, Mr. Gangat had
10 reached out to my former office late October.

11 THE COURT: If this is about -- hold on, is this
12 about the substance of the settlement discussions?

13 MR. KASPER: No, I'm just trying to say why this
14 hadn't been --

15 THE COURT: Okay.

16 MR. KASPER: -- you know, addressed earlier because
17 like I said, I've been involved with the surgery that I had
18 earlier this month since late October.

19 THE COURT: Yes.

20 MR. KASPER: And anyhow, I'm much better now, but I
21 wanted to make sure nothing went amiss with this.

22 THE COURT: Well, I appreciate that.

23 And Mr. Gangat, why don't you -- why don't I give you
24 a couple of weeks to get this sorted out? Why don't you just
25 file another letter letting me know what it is that you plan to

1 do after discussing with Mr. Kasper and/or his former law
2 office and your client?

3 MR. GANGAT: Absolutely, thank you for that
4 opportunity, Your Honor.

5 THE COURT: Okay. So let's do this. Today's the
6 28th. Why don't you file something by December 12th?

7 MR. GANGAT: Okay.

8 THE COURT: Okay. And it's just a letter essentially
9 letting me know -- confirming that you've conferred with your
10 client. You've conferred with either, not either, conferred
11 with Mr. Kasper, conferred with the other firm.

12 If the other attorney plans on being involved and
13 they are admitted in this Court, then if they could file a
14 notice of appearance, that would be helpful. And you'll let me
15 know all of that in the letter.

16 MR. GANGAT: Understood, Your Honor.

17 THE COURT: Okay. Now if I see a Rule 68 offer of
18 judgment, then I guess that -- that's also telling me, but I
19 still would like to see your letter on it as well.

20 MR. GANGAT: Understood, Your Honor.

21 THE COURT: Okay, all right. Anything else, Mr.
22 Gangat?

23 MR. GANGAT: No, nothing further. Thank you for your
24 time and attention to this matter, Your Honor.

25 THE COURT: All right, thank you very much.

1 Mr. Kasper, for the last time is Mr. Kasper, anything
2 else?

3 MR. KASPER: Thank you also, Your Honor, for your
4 courtesies.

5 THE COURT: No problem. Well, I wish each of you
6 continued good health.

7 And you, Mr. Kasper, a further speedy recovery. And
8 good luck in your next endeavor or your current endeavor.

9 And I will look for the letter on the 12th, but in
10 the meantime, I hope that you and your families have a healthy
11 and safe and happy holiday season.

12 MR. KASPER: Likewise, Your Honor.

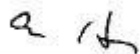
13 MR. GANGAT: Thank you.

14 THE COURT: All right, thank you.

15 (Proceedings concluded at 2:24 p.m.)
16
17
18
19
20
21
22
23
24
25

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 8

----- Forwarded Message -----

From: BK Metro <metrobk@[REDACTED]>
To: Joe Kasper <joeasper1981@[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 <joeasper1981@[REDACTED]> wrote:

@

EXHIBIT 9

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](#)

1:25 

 5G 



Paid



\$1000.00

to

JOSEPH

joekasper1981@[REDACTED]

From

Flatbush Ave Operating Acc -

FROM

9303

Transfer Date

Dec 23

What's it for?

Legal Fee

Confirmation Number



[Secure Area](#) [Privacy](#) [Security](#) [Advertising Practices](#)

[Legal Info & Disclosures](#) [Equal Housing Lender](#) 

Bank of America, N.A. Member FDIC © 2022 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.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
J [REDACTED] A [REDACTED]

INDEX NO. [REDACTED]

Plaintiff,

- against -

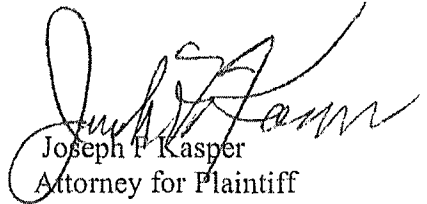
K [REDACTED] S [REDACTED],

Defendant.
----- X

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 P. Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[REDACTED] 2179
[thejklawoffice@\[REDACTED\]](mailto: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

J [REDACTED] A [REDACTED],

Plaintiff,

- against -

K [REDACTED] S [REDACTED],

Defendant.

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@\[REDACTED\]](mailto: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.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

CITIBANK, N.A.,

Plaintiff,

-against-

CHRISTINE WASZCZENKO,

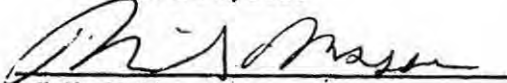
Defendant.

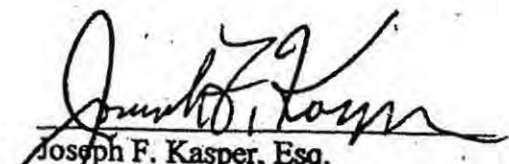
Index No.: CV-020923-20/QU

CONSENT TO CHANGE
ATTORNEY

IT IS HEREBY CONSENTED THAT attorney MICHAEL MOSSA be substituted as attorney of record for the defendant, CHRISTINE WASZCZENKO, in the above captioned matter, in place and stead of attorney, JOSEPH F. KASPER.

Dated: Ozone Park, New York
October 2, 2023


Michael Mossa, Esq.
Incoming attorney for defendant
103-30 Crossbay Blvd.
Ozone Park, NY 11417
8122
attorneymossa@


Joseph F. Kasper, Esq.
Outgoing attorney for defendant


CHRISTINE WASZCZENKO, defendant

FILED
QUEENS COUNTY
OCT 03 2023
CIVIL COURT
GENERAL CLERK

State of New York, County of Queens) ss.:

On October 2, 2023, before me appeared CHRISTINE WASZCZENKO, who executed this Consent to Change Attorney.


Notary Public

MICHAEL MOSSA, ESQ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MO6117893
Qualified in Queens County
Commission Expires November 1, 2024

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

CITIBANK, N.A.,
Plaintiff

NOTICE OF APPEARANCE

V.

INDEX # CV-020923-20/QU

CHRISTINE WASZCZENKO,
Defendant

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]-8122
[attorneymossa@\[REDACTED\]](mailto:attorneymossa@[REDACTED])

FILED
QUEENS COUNTY
OCT 03 2023
CIVIL COURT
GENERAL CLERK

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

CITIBANK, N.A.,
Plaintiff

NOTICE OF APPEARANCE

V.

INDEX # CV-020923-20/QU

CHRISTINE WASZCZENKO,
Defendant

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]-8122
[attorneymossa@\[REDACTED\]](mailto:attorneymossa@[REDACTED])

FILED
QUEENS COUNTY
OCT 03 2023
CIVIL COURT
GENERAL CLERK

MICHAEL MOSSA & ASSOCIATES

105-30 Cross Bay Boulevard

Ozone Park, NY 11417

[REDACTED]-8122

email: attorneymossa@[REDACTED]Ena Shewmangal
[REDACTED]

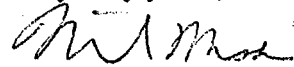
April 20, 2024

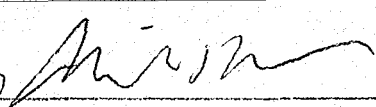
Re: Estate of Cecilia Boodhoo, Kings County Surrogate's Court. File no. 3804/2020

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 filing 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
Date <u>APR 16 20 2024</u>		
Pay to the Order of	<u>ENA SHEWMANGAL</u>	\$ <u>7,460.87</u>
<u>SEVEN THOUSAND FOUR HUNDRED SIXTY</u>		Dollars
		XX
Capital One, N.A. For <u>REIMBURSEMENT / RELEASE ESCROW</u> <u>HELD FOR ESTATE OF C. BOODHOO</u>		
[REDACTED]		1189

MICHAEL MOSSA & ASSOCIATES

105-30 Cross Bay Boulevard

Ozone Park, NY 11417

[REDACTED]-8122

email: attorneymossa@[REDACTED]Philip & Catherine Vetrano
[REDACTED]
[REDACTED]

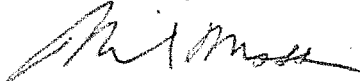
April 20, 2024

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
Date <u>APRIL 20, 2024</u>		
Pay to the Order of <u>PHILIP AND/OR CATHERINE VETRANO</u>	\$ <u>995.30</u>	
<u>NINE HUNDRED NINETY FIVE AND 30/100</u>		Dollars
		
For <u>CLOSING BALANCE</u>		MP
[REDACTED]		1187

MICHAEL MOSSA & ASSOCIATES
105-30 Cross Bay Boulevard
Ozone Park, NY 11417

[REDACTED]-8122

email: attorneymossa@[REDACTED]

William Hugel
[REDACTED]
[REDACTED]

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

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.

EXHIBIT 16

----- Forwarded message -----

From: **J kasper** <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>

Date: Fri, Jan 27, 2023 at 5:47 AM

Subject: Settlement Agreement

To: <[Sharanpuri@\[REDACTED\]](mailto:Sharanpuri@[REDACTED])>

A
ttached please find the settlement agreement.

Joe

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	
Victor Lopez, <i>Plaintiff,</i> -against- Sharan K Puri; and Floraison Inc. <i>Defendants.</i>	Case No. 1:20-cv-03450-AMD-MMH <u>SETTLEMENT AGREEMENT AND RELEASE</u>

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 the 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 17

----- 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, <i>Plaintiff,</i> -against- Sharan K Puri; and Floraison Inc. <i>Defendants.</i>	Case No. 1:20-cv-03450-AMD-MMH <u>SETTLEMENT AGREEMENT AND RELEASE</u>

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 the 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@\[REDACTED\]](mailto: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: 1/27/23

DEFENDANT SHARAN K PURI

EXHIBIT 18

----- Forwarded Message -----

From: BK Metro <metrobk@[REDACTED]>
To: Joe Kasper <joeasper1981@[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 <joeasper1981@[REDACTED]> wrote:

@

----- Forwarded message -----

From: **J kasper** <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>
Date: Thu, Feb 9, 2023 at 5:30 AM
Subject: Settlement Agreement
To: <[sharanpuri@\[REDACTED\]](mailto: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] [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 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-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 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
- 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 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 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 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, N.Y. 10017
[mganat@\[REDACTED\]](mailto:mganat@[REDACTED])

To Defendants:

Sharan K. Puri and Floraison, Inc.
C / O 105-30 Cross Bay Blvd.
Ozone Park, N.Y. 11417
thejfkloffice@[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, via 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:

VICTOR LOPEZ

DATE: _____

DEFENDANTS:

Defendant Corporation

FLORAISON, INC.

Date: _____

By: _____

Individual Defendant

SHARAN K PURI

Date _____

----- Forwarded message -----

From: J kasper <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>

Date: Sat, Feb 25, 2023 at 8:18 PM

Subject: updates TO YOUR CASE

To: <[sharanpuri@\[REDACTED\]](mailto: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@
moe@
[@lawyerforworkers](mailto:lawyerforworkers)



One attachment • Scanned by Gmail



J kasper <thejklawoffice@>



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
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 don't know where that agreement came from or why you would think I can submit that to the Court.

Thanks,



J kasper <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>

Feb 23, 2023, 5:07 AM (2 days ago)

to Mohammed



We are in receipt of your email. It is equally our intentions 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@\[REDACTED\]](mailto: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

2179

----- Forwarded message -----

From: **J kasper** <thejklawoffice@>

Date: Thu, Feb 23, 2023 at 5:07 AM

Subject: Re: Lopes v Puri. Et al

To: Mohammed Gangat <mgangat@>



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@\[REDACTED\]](mailto:mgangat@[REDACTED])
[moe@\[REDACTED\]](mailto:moe@[REDACTED])
[\[REDACTED\]@lawyerforworkers](mailto:[REDACTED]@lawyerforworkers)



J kasper <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>

Feb 23, 2023, 5:41 PM (2 days ago)

to Joe



----- Forwarded message -----

From: **Mohammed Gangat** <[mgangat@\[REDACTED\]](mailto:mgangat@[REDACTED])>

Date: Thu, Feb 23, 2023, 11:00 AM

Subject: Re: Lopes v Puri. Et al

To: J kasper <[thejklawoffice@\[REDACTED\]](mailto: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@
moe@
lawyerforworkers

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

Attorney at Law



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

----- Forwarded message -----

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

We are in receipt of your email. It is equally our intentions 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@\[REDACTED\]](mailto: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@\[REDACTED\]](mailto:mgangat@[REDACTED])
[moe@\[REDACTED\]](mailto:moe@[REDACTED])
@lawyerforworkers
[REDACTED]

On Fri, Feb 10, 2023 at 2:08 PM Mohammed Gangat <[mgangat@\[REDACTED\]](mailto:mgangat@[REDACTED])> wrote:

>
> 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@\[REDACTED\]](mailto:mgangat@[REDACTED])
> [moe@\[REDACTED\]](mailto:moe@[REDACTED])
> @lawyerforworkers
> [REDACTED]
>

> On Thu, Feb 9, 2023 at 11:24 AM J kasper <[thejklawoffice@\[REDACTED\]](mailto: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

----- Forwarded message -----

From: **J kasper** <[thejklawoffice@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>
Date: Tue, Mar 14, 2023 at 10:30 AM
Subject: Updated Agreement
To: <[Sharanpuri@\[REDACTED\]](mailto: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, <i>Plaintiff,</i> -against- Sharan K Puri; and Floraison Inc. <i>Defendants.</i>	Case No. 1:20-cv-03450-AMD-MMH <u>SETTLEMENT AGREEMENT AND RELEASE</u>

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 ^{DENY} 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 ^Sfail^s 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^S, Plaintiff may immediately seek enforcement of the settlement agreement and Defendant^S 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^{Plaintiff} as well as ^{each} Defendant's current and former owners, stockholders, predecessors^A, 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 the 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^S 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^S 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^S

SHARAN K. PURI AND FLORRISON, INC.
C/O 105-30 CROSSBAY BLVD
OZON 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^g 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 FLOPATIONS, INC

by _____

Date _____

----- 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: Defendant⁴ 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

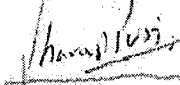
Date: _____



SHARAN K PURI

Date: 3/14/23

DEFENDANT SHARAN K PURI

DEFENDANT FLORATSON, INC
by  (SHARAN PURI)
MANAGER
Date 3/14/23

----- 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. Plaintiffs 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)

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] [REDACTED]

Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 (Call to order at 10:11 a.m.)

2 THE CLERK: Now good morning, this is a civil cause
3 for a status conference for case number 20-CV-3450, Lopez v.
4 Puri, et al.

5 As a reminder, pursuant to Local Civil Rule 1.8, the
6 parties may not independently record any court proceedings.
7 The transcript of this proceeding may be ordered from the
8 Clerk's Office.

9 That being said, counsel for Plaintiff, please state
10 your appearance for the record?

11 MR. GANGAT: For the Plaintiff Victor Lopez, this is
12 Mohammed Gangat. Good morning, Your Honor.

13 THE COURT: Good morning.

14 MR. KEOUGH: For the Plaintiff, Owen Keough. Good
15 morning, Your Honor.

16 THE COURT: Good morning, Mr. Keough. Okay, go
17 ahead.

18 MS. BAR: This is Janice Barr from the office,
19 previous office of Joseph Kasper for the Defendants.

20 THE COURT: I'm sorry, what's your name?

21 MS. BAR: Janice Bar.

22 THE COURT: Barr, B-A-R-R?

23 MS. BAR: Correct. Yes, Your Honor.

24 THE COURT: Two R's or one?

25 MS. BAR: One R.

1 THE COURT: Okay, Ms. Bar.

2 MS. BAR: Okay.

3 THE COURT: All right, thank you. Okay, and is your
4 client present?

5 MS. BAR: Yes, the Defendant's on the phone, too.

6 Mr. Puri?

7 MR. PURI: Yes, this is Sharan Puri from Floraison.

8 THE COURT: All right. Good morning, Mr. Puri.

9 So a couple of things. First, Mr. Puri, you
10 previously had been represented by Mr. Kasper, who then became
11 a judge and was no longer able to have clients. Are you
12 agreeing that Ms. Bar can represent you for the purposes of
13 this case?

14 MR. PURI: Yes.

15 THE COURT: Okay. And Mr. Keough, I believe that you
16 were coming in to substitute for Mr. Gangat?

17 MR. KEOUGH: That's correct.

18 THE COURT: Okay, and since Mr. Gangat is here, you
19 don't need to stay. This will be a quick conference.

20 MR. KEOUGH: Understood, thank you.

21 THE COURT: Okay, so the reason for this conference
22 was because there was a status report filed in January advising
23 the Court regarding I guess the fact that the parties were
24 still trying to confer regarding a settlement in this case.

25 I did request that this conference take place because

1 I needed to understand from Mr. Puri whether or not he actually
2 wanted to participate in a settlement in this case.

3 And subsequently, in fact, minutes before this
4 conference, Mr. Gangat, you filed a motion for settlement,
5 which attached a proposed settlement agreement.

6 Now those motions are before the district judge and
7 are -- and your motion is addressed to the district judge. She
8 may well refer the motion to me for a report and recommendation
9 or a decision.

10 But Ms. Bar, since you're going to be representing
11 Mr. Puri, are -- I need you to enter a notice of appearance.

12 MS. BAR: I'm sorry, you want a notice of appearance?
13 Okay.

14 THE COURT: Yes, yes.

15 MS. BAR: Okay, so I'll send one in.

16 THE COURT: Okay, thank you.

17 So, Mr. Gangat, before I got your motion two minutes
18 ago, I was going to ask you what the parties' intentions were.

19 But since you filed your motion, let me turn to Mr.
20 Puri and determine whether or not you agreed to enter into the
21 settlement agreement.

22 Mr. Puri?

23 MR. PURI: Yes.

24 THE COURT: Can you hear me?

25 MR. PURI: Yes, I can hear you.

1 THE COURT: Okay, my question was, Mr. Puri, Mr.
2 Gangat filed a settlement agreement just today. And I was
3 asking you if you agreed to participate in this settlement
4 agreement?

5 MR. PURI: Yes, I do, I agree.

6 THE COURT: Okay, Mr. Gangat, I note that your client
7 hasn't actually signed this agreement, so I think you need to
8 get a fully executed copy of it on the docket if you're filing
9 this motion.

10 MR. GANGAT: Yes, we were -- we got the agreement
11 this week and we were trying to figure out what we were doing
12 with this conference with Mr. Puri.

13 And so, we kind of filed what we had. And we will
14 amend that filing with the fully executed agreement as soon as
15 we have it.

16 THE COURT: Okay. All right, great. In addition,
17 and as I -- I know that I said this motion wasn't before me,
18 but just in looking at it on its face, if you're seeking costs,
19 the receipts need to be attached as well. If you're seeking
20 attorneys' fees, there need to be billing records attached.

21 So along with the executed settlement agreement, the
22 contemporaneous billing records, any retainer agreement that is
23 applicable, and any receipts for costs, and frankly, the filing
24 fees reflected on the docket, I'm talking about your service of
25 process fees and having receipts for those. All of that needs

1 to be filed in your supplement, as well as the damages
2 calculation.

3 MR. GANGAT: Okay.

4 THE COURT: I also note that there's not a single --
5 the only case cited in here is Cheeks v. Freeport Pancake
6 House. So to the extent that this is a motion that you're
7 relying on case law, you should put some case law in here.

8 MR. GANGAT: Okay.

9 THE COURT: Okay, Ms. Bar, do you have any anything
10 to add here?

11 MS. BAR: No, not really, thank you. We want back
12 and forth a few times, so the settlement, I think the
13 settlement agreement is pretty, you know, self-explanatory.

14 THE COURT: Well, again, it was filed two seconds
15 before this conference. So had I seen this, I might have
16 adjourned the conference, because given that I've issued a
17 number of directives to Mr. Gangat, I'm glad that we kept it.

18 In addition, I note that, Mr. Puri, you signed on
19 your own behalf of and did you also sign this agreement on
20 behalf of the business?

21 MR. PURI: Yes.

22 THE COURT: Okay. Okay. Ms. Bar, this is a more
23 basic question, but I'm assuming that you're also admitted to
24 practice in the Eastern District?

25 MS. BAR: No, I actually just came through City to

1 listen to what going back and forth, because we thought we had
2 a settlement agreement and everything was going to be sent in
3 and settled.

4 THE COURT: Okay, so Ms. Bar, you can't appear here.

5 And, Mr. Puri, you didn't have to have a lawyer to
6 show up. You didn't need an attorney because all I wanted to
7 do was confirm with you, sir, that you wanted to enter into the
8 settlement agreement --

9 MR. PURI: Okay.

10 THE COURT: -- and that you were okay with going
11 forward.

12 What happens in these sorts of wage and hour cases is
13 that the -- both sides and typically the Plaintiff's lawyer
14 will file this motion.

15 They file a motion for the Court to approve whatever
16 settlement the parties have agreed to. And once that motion
17 gets filed, the Court will usually have a hearing, which is
18 just like this, where you dial in and the Court confirms that
19 everyone agrees with the terms of the settlement agreement and
20 that they want to move forward with it.

21 Now this conference call does not take the place of
22 that hearing. All I wanted to do, Mr. Puri, is have you call
23 in, so that I could talk to you and make sure that you were on
24 board with all of this. And then also, to schedule a hearing,
25 so that we could have that hearing.

1 MR. PURI: Okay.

2 THE COURT: Now, again, this motion is not -- thank
3 you. This motion is not yet before me because it is directed
4 to the district judge, but what I would like to do is put a
5 conference on the calendar at which you, Mr. Gangat for
6 Plaintiff and you Mr. Puri on your own behalf and on behalf of
7 the business, you can both call in.

8 And then, we can -- we'll call it a status conference
9 for now, but if Judge Donnelly refers this motion to me, that
10 we can address this motion at that conference.

11 MR. PURI: Okay.

12 THE COURT: So what that means, Mr. Puri, that we
13 would have just one more phone call, okay?

14 MR. PURI: Okay. Thank you.

15 THE COURT: All right, Mr. Gangat? You're welcome.

16 Mr. Gangat?

17 MR. GANGAT: Yes, Your Honor.

18 THE COURT: Okay, how soon are you filing these
19 supplemental materials?

20 MR. GANGAT: We're going to need at least a week or
21 probably two weeks just to be on the safe side.

22 THE COURT: Okay, I'll give you three. One, two,
23 three.

24 MR. GANGAT: Okay.

25 THE COURT: All right, so why don't you file your

1 supplement by April 6th?

2 MR. GANGAT: Okay.

3 THE COURT: And let's set a date and a time for a
4 hearing.

5 So, Mr. Puri, what I'd like to do now is schedule the
6 second call that I was just discussing.

7 MR. PURI: Okay.

8 THE COURT: And that's going to be some time later in
9 April. A little later in April, let's see.

10 MR. PURI: I'm out of the country from 20 to 27th
11 April.

12 THE COURT: You're out of the country from the 20th
13 to the 27th, okay.

14 MR. PURI: Yes.

15 THE COURT: Thank you for letting me know that.
16 Thank you for letting me that. Why don't we, let's see, I
17 think it was -- I mean, let's do Thursday, April 13th at 4:00
18 p.m.

19 MR. PURI: Thursday, April 13th, yes.

20 THE COURT: Okay, Mr. Gangat, are you available at
21 that time?

22 MR. GANGAT: Yes.

23 THE COURT: So Thursday, April 13th at 4:00 p.m. And
24 Mr. Puri, right now, you don't technically have an attorney.
25 Are you comfortable communicating by email, Mr. Puri?

1 MR. PURI: Sure, yes.

2 THE COURT: I'm sorry?

3 MR. PURI: Yes, I can.

4 THE COURT: Okay, can you please tell me an email
5 address that you would consent to receive information at from
6 the Court?

7 MR. PURI: Sure. It's Metro, M-E-T-R-O --

8 THE COURT: Uh-huh.

9 MR. PURI: -- B-K, boy as in boy, k as in
10 kangaroo@ [REDACTED].

11 THE COURT: Okay, and could you say it one more time?
12 I heard M-E-C-R-O-B as in boy --

13 MR. PURI: M-E -- sorry, M-E-T-R-O-B-K.

14 THE COURT: Okay, so --

15 MR. PURI: Metrobk@ [REDACTED].

16 THE COURT: Okay. M-E-T-R-O-B as in boy, K as in
17 kite@ [REDACTED]?

18 MR. PURI: That's right.

19 THE COURT: Okay, and do we also have an address
20 where you receive mail, where we could mail you a copy of the
21 scheduling order for the conference?

22 MR. PURI: Sure, it's 1016 -- 445 Fulton Street.

23 THE COURT: I'm sorry, what was the number?

24 MR. PURI: 445 Fulton Street, Brooklyn, New York.

25 THE COURT: Uh-huh. And the zip code?

1 MR. PURI: 11201.

2 THE COURT: All right, 445 Fulton Street, Brooklyn,
3 New York, 11201. Okay, and that is a business address?

4 MR. PURI: Yes.

5 THE COURT: Okay. And we can send that directly to
6 you because Mr. Kasper technically is still on the docket as
7 your lawyer, but I want to make sure that you are also directly
8 getting copies of these things.

9 And Ms. Bar, I know that you're not admitted, and so
10 technically, you can't appear, but can you just answer the
11 question, Ms. Bar --

12 MS. BAR: Sure.

13 THE COURT: -- as to whether you -- are you
14 monitoring this email inbox for Mr. Kasper?

15 MS. BAR: Yes, I am.

16 THE COURT: Okay, got you. Okay.

17 So the scheduling order will be sent to the email
18 address on the docket, but Mr. Puri, you're also going to get
19 separately emailed and mailed to you a copy of the scheduling
20 order for the April 13th conference, okay?

21 MR. PURI: Okay.

22 THE COURT: All right. Mr. Gangat, is there anything
23 else for Plaintiffs?

24 MR. GANGAT: Just one thing that might help us move
25 things along. We were trying to consent to the magistrate

1 judge for all proceedings. My understanding is Mr. Puri is
2 agreeable to that. Perhaps that might be in everybody's
3 interest.

4 The issue becomes the company agreeing to it and A,
5 whether that's necessary, and B, if so, who can do that on
6 behalf of the company?

7 I think it's fine if we don't address it. I can, you
8 know, what happens with the motion will happen with the motion,
9 but I just raise it for Your Honor in case you had a thought on
10 how we can address that.

11 THE COURT: Yes, no, that's -- that is something that
12 occurred to me.

13 So, Mr. Puri, what Mr. Gangat is referring to is the
14 fact that I am the magistrate judge in this case. The district
15 judge is Judge Donnelly.

16 When a motion is filed by the parties asking the
17 Court to approve the settlement in this type of wage and hour
18 case, typically, the district judge will refer it to the
19 magistrate judge to make a recommendation as to whether or not
20 to approve the settlement.

21 The parties can agree that the magistrate judge can
22 preside over the entire case, in which case the magistrate
23 judge would not have to make any recommendation. The
24 magistrate judge would just decide the motion.

25 Now as with the agreement, the issue became that you

1 have -- the company, your business, is also a Defendant in this
2 case. And in order for a magistrate judge to preside over the
3 case, the parties have to file a written consent that is signed
4 by all parties.

5 And since you have a business that is a defendant,
6 what Mr. Gangat is referring to is the fact that a corporation
7 doesn't generally appear without an attorney in court.

8 So, Mr. Gangat, I -- let's cross that bridge when we
9 get there, because I don't know if Judge Donnelly is referring
10 this motion because she hasn't -- if it got filed, but I
11 think -- I hear what you're saying. Let her do the referral
12 first and then we'll figure that part out, okay?

13 MR. GANGAT: Yeah, that makes sense. Thank you.

14 THE COURT: All right, anything else, Mr. Gangat?

15 MR. GANGAT: Nothing further. Thanks for your time,
16 Your Honor.

17 THE COURT: All right, thank you.

18 Mr. Puri, is there anything that you wanted to ask
19 the Court or raise with the Court today?

20 MR. PURI: No, perfect. Thank you.

21 THE COURT: All right, thank you. So we'll talk
22 again on April 13th, 2023. That is a Thursday. And that will
23 be at 4:00 p.m. And we will send you an email and something in
24 the mail that has the correct dial-in information.

25 Thank you, Ms. Bar, for being present and for

1 monitoring the inbox to know that this conference is happening.

2 MS. BAR: Appreciate it.

3 THE COURT: Mr. Keough, if you're still there, thank
4 you for being willing to step for Mr. Gangat.

5 With that, we are adjourned. Everyone, have a
6 wonderful weekend.

7 MS. BAR: Thank you. You, too, Your Honor.

8 MR. GANGAT: Thank you.

9 (Proceedings concluded at 10:31 a.m.)
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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.

24

April 14, 2023

Chris Hwang

Date

Court Reporter

----- 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



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

Form
(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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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]	[REDACTED]

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
1010816BAEBC447...

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.

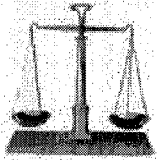
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

----- Forwarded message -----

From: **J kasper** <theiklawoffice@[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

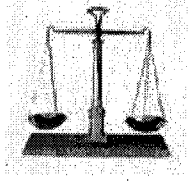
----- Forwarded message -----

From: **J kasper** <theiklawoffice@[REDACTED]>
Date: Wed, May 24, 2023 at 12:24 AM
Subject: w4
To: <Sharanpuri@[REDACTED]>

Good morning,,

Please see attached

Attorneys at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417

2179

**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. 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. ☐ 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. 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.

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	
or	
Employer identification number	

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 ► <i>[Signature]</i>	Date ► 1-13-2023
-----------	---	-------------------------

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

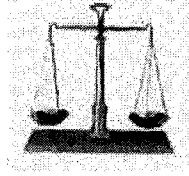
----- Forwarded message -----

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



105-30 Crossbay Boulevard
Ozone Park, New York 11417

2179

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 Victor	Last name Lopez	(b) Social security number [REDACTED]
	Address [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 .
	City or town, state, and ZIP code [REDACTED]		
	(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.

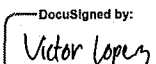
(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**

(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 Employee's signature (This form is not valid unless you sign it.)		5/5/2023 Date
Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

----- 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@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])>
Date: Thu, Jun 15, 2023 at 12:10 PM
Subject: STIPULATION
To: <[Sharanpuri@\[REDACTED\]](mailto: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



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

----- Forwarded message -----

From: J kasper <thejklawoffice@[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

██████████
mgangat@██████████

Attorney for Plaintiff

SHARAN PURI - DEFENDANT

By: _____

Sharan K. Puri/Floraison, Inc.
105-30 Crossbay Boulevard,
Ozone Park, NY 11417

██████████-2179
thejklawoffice@██████████

Attorney for Defendant

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.

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 Leonard 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@bronsterllp.com | www.bronsterllp.com

This message is sent by a law firm and may contain information that is privileged or confidential.
If you received this transmission in error, regardless of whether you are a named recipient, please notify the sender by reply e-mail and delete the message and any attachments.

Please be CAREFUL when clicking links or opening attachments from external senders.

JOSEPH F. KASPER



Attorney at Law
105-30 Cross Bay Boulevard
Ozone Park, New York 11417

Telephone [REDACTED]-8122

Facsimile [REDACTED]
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.

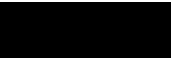
We spoke with the attorney for the Plaintiff, Mr. Leonard Krechmer, this morning. Mr. Kreshmer indicated that he would consent to a short adjournment but not a long one. Into May 2022. Mr. Krechmer also stated that if the Court would consent to allowing the Defendant, Columbus Club of South Ozone Park, 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 [krechmer@

JOSEPH F. KASPER



Attorney at Law
105-30 Cross Bay Boulevard
Ozone Park, New York 11417

Telephone [REDACTED]-8122

Facsimile [REDACTED]

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. 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; 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 [krechmer@

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.

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: QSCPart24@[REDACTED] <QSCPart24@[REDACTED]>

Cc: theklawoffice@[REDACTED] <theklawoffice@[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**

**This message is sent by a law firm and may contain information that is privileged or confidential.
If you received this transmission in error, regardless of whether you are a named recipient, please notify the sender by
reply e-mail and delete the message and any attachments.**

Please be CAREFUL when clicking links or opening attachments from external senders.

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.

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@\[REDACTED\]](mailto:lkrechmer@[REDACTED])

Please be CAREFUL when clicking links or opening attachments from external senders.

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.

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
COUNTY 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

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

William D Shanahan

William 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]

Short Form Order

NEW YORK STATE SUPREME COURT, PART 24- QUEENS COUNTY

Present: HON. SALLY E. UNGER

-----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-

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

Index No. 722187/2020

Motion Date: 9/1/2022

SUA SPONTE ORDER

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.

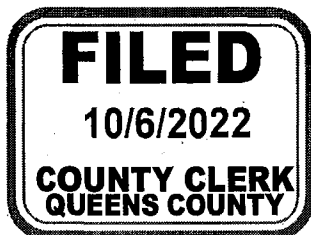


EXHIBIT 39

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY 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 lien premises and/or persons or parties having or claiming an
interest in or a lien upon the lien 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@\[REDACTED\]](mailto: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@\[REDACTED\]](mailto:QSCPart24@[REDACTED])



NYSCEF Confirmation Notice

Queens County Supreme Court

EXHIBIT 40



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 RJ)

Filing User

JOSEPH F. KASPER | thejklawoffice@
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@

JOSEPH F. KASPER - thejklawoffice@

LEONID D. KRECHMER - lkrechmer@

MICHAEL H. RESNIKOFF - mresnikoff@

BERNARD J. TORDESILLAS - tordesillasb@

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court

Phone: 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 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.

Audrey I. Pfeffer, 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

- Queens County Supreme Court

Short Caption: S. [REDACTED] v. L. [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:

SUMMONSStatus: **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

Supreme COURT, COUNTY OF Queens

Index No: [REDACTED] Date Index Issued: 01/20/2022

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

For Court Use Only:

IAS Entry Date

Judge Assigned

RJI Filed Date

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	Attorneys and/or Unrepresented Litigants	Issue Joined (Y/N):
	List party names.	Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address.	
☐	Role: PLAINTIFF Name: S [REDACTED], S [REDACTED]	JOSEPH KASPER, OFFICES OF JOSEPH F. KASPER, 10530 CROSSBAY BLVD, OZONE PARK, NY 11417, thejklawoffice@[REDACTED]	N/A
☒	Role: DEFENDANT Name: S [REDACTED] L [REDACTED]	[REDACTED], NY 11420	YES

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: 08/04/2022

1938133

ATTORNEY REGISTRATION NUMBER

JOSEPH F. KASPER

SIGNATURE

JOSEPH F. KASPER

PRINT NAME

- Queens County Supreme Court

Short Caption: **\$** **\$** v. **L** **\$**
Case Type: **Matrimonial - Uncontested**
Case Status: **Active**
eFiling Status: [Partial Participation Recorded](#)
Assigned Judge: **Zenith Taylor**

Full Caption
\$ **\$** v. **L** **\$**

Plaintiffs/Petitioners

Name	Consented By
\$ \$	KASPER, JOSEPH F. on 04/17/2023 HON. JOSEPH F. KASPER JUDGE QUEENS CO. CRIMINAL COURT

Defendants/Respondents

Name	Consented By
L \$	<i>none recorded</i>

<< Return to [Search Results](#)

- Queens County Supreme Court

Short Caption: S v. L S

Case Type: Matrimonial - Uncontested

Case Status: Active

eFiling Status: [Partial Participation Recorded](#)

Assigned Judge: Zenith Taylor

Document Type: Filed By:

Motion Info: Filed Date: thru

Document Number:

[Display Document List with Motion Folders](#) 

Sort By:

#	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 Received: 04/28/2023	Processed

EXHIBIT 44

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

S [REDACTED] S [REDACTED]

Plaintiff,

- against -

L [REDACTED] S [REDACTED],

Defendant.

INDEX NO. [REDACTED]

NOTICE OF APPEARANCE

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 & Associates

105-30 Crossbay Boulevard

Ozone Park, New York 11417

[REDACTED] 2179

Dated: February 16, 2022
Ozone Park, New York



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.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

S [REDACTED] S [REDACTED]

Plaintiff,

- against -

L [REDACTED] S [REDACTED],

Defendant.

INDEX NO. [REDACTED]

NOTE OF ISSUE

- 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]



NYSCEF Payment Receipt

Queens County Supreme Court



The NYSCEF website has received your electronic filing. Please keep a copy for your records.

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
			<i>Credit Card Service Fee:*</i>	+ \$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/COURT5/11jd/queensclerk>

NYSCEF Resource Center - nyscef@nycourts.gov

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: www.nycourts.gov/efile

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

EXHIBIT 48

S [REDACTED] S [REDACTED]

INDEX NO. [REDACTED]

Plaintiff,

NOTICE OF MOTION

- against -

L [REDACTED] S [REDACTED],

Defendant.

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 & Associates
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[REDACTED] 2179

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

EXHIBIT 49

S [REDACTED] S [REDACTED]

INDEX NO. [REDACTED]

Plaintiff,

AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION

- against -

L [REDACTED] S [REDACTED],

Defendant.

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] [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 50



The NYSCEF website has received your electronic filing. Please keep a copy for your records.

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
			<i>Credit Card Service Fee:*</i>	+ \$1.35
			<i>Total Fee</i>	\$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 51

Created on:10/31/2023 10:35 AM

Case Caption: P [REDACTED] R [REDACTED] v. M [REDACTED] [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.

- Queens County Supreme Court

Short Caption: P [REDACTED] v. M [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: **24012303B-68A5AFF9-A5D4-4EB2-8DEE-D8B2A408E4FC**
Authorization Code: **023692**

Credit Card Service Fee (Non-Refundable): \$6.28
Transaction Id: 24012303B-9B9354E6-245B-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

NYSCEF DOC. NO. 9

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

P [REDACTED] R [REDACTED],

Plaintiff,

INDEX NO. [REDACTED]

PART 130 CERTIFICATION

-against-

M [REDACTED] R [REDACTED],

Defendant.

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]
F [REDACTED] R [REDACTED]
Plaintiff

[REDACTED]
2179
email: ozlegalwiz@[REDACTED]



UNCONTESTED MATRIMONIAL

REQUEST FOR JUDICIAL INTERVENTION

SUPREME COURT, COUNTY OF QUEENS

Index No: [REDACTED] Date Index Issued: 01/24/2023

For Court Use Only:

IAS Entry Date

Judge Assigned

RIJ 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.

Has a summons and complaint or summons with notice been filed? ☒ YES ☐ NO If yes, date filed: 01/24/2023

Has a summons and complaint or summons with notice been served? ☒ YES ☐ NO If yes, date served: 02/09/2023

Are there children of the marriage under the age of 18? ☐ YES ☒ NO If yes, complete and attach the MATRIMONIAL RIJ 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	Attorneys and/or Unrepresented Litigants	Issue Joined (Y/N):
☒	Role: PLAINTIFF R [REDACTED] Last Name P [REDACTED] First Name [REDACTED] Middle Name Suffix	Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address. F [REDACTED] R [REDACTED] First Name Last Name Firm Name (if applicable) Street Address City State Zip [REDACTED]-2179 Phone ozlegalwiz@[REDACTED] Email	N/A
☒	Role: DEFENDANT [REDACTED] R [REDACTED] Last Name M [REDACTED] First Name [REDACTED] Middle Name Suffix	Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address. M [REDACTED] R [REDACTED] First Name Last Name Firm Name (if applicable) Street Address City State Zip [REDACTED] Phone [REDACTED] 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

P [REDACTED] R [REDACTED]

Print Name

Attorney Registration Number



NYSCEF Payment Receipt

Queens County Supreme Court



The NYSCEF website has received your electronic filing. Please keep a copy for your records.

P [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
			<i>Credit Card Service Fee:*</i>	+ \$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>

NYSCEF Resource Center - nyscef@nycourts.gov

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: www.nycourts.gov/efile

EXHIBIT 56

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

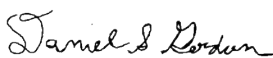
IT IS HEREBY ORDERED:

- ☒ 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, ESQ.
Court Attorney-Referee

FILED: QUEENS COUNTY CLERK 10/17/2023 03:11 PM

INDEX NO. 724803/2021

NYSCEF DOC. NO. 48

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 DISTRIBUTE 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 DISTRIBUTE 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]



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
			<i>Credit Card Service Fee:*</i>	+ \$1.35
			<i>Total Fee</i>	\$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@
 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. Phaffer, Queens County Clerk and Clerk of the Supreme Court

Phone: 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 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
			<i>Credit Card Service Fee:*</i>	+ \$1.35
			<i>Total Fee</i>	\$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@
 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. Phaffer, Queens County Clerk and Clerk of the Supreme Court

Phone: 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 60

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X

HSBC BANK OF USA, NATIONAL ASSOCIATION AS TRUSTEE, INDEX NO. 707975/2014
FOR WELLS FARGO HOME EQUITY ASSET-BACKED
SECURITIES 2004-2 TRUST, HOME EQUITY ASSET-BACKED
CERTIFICATES, SERIES 2004-2,

Plaintiff,

- against -

ANDREA GALLO, MARSHA CINDY BALKISSOON,
ERGONOMIC GROUP 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

NOTICE OF MOTION TO CONFIRM
REFEREE'S REPORT OF SALE AND
DISBURSE SURPLUS MONIES

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 May 14, 2019, upon the Affirmation of Michael Mossa, Esq for Joseph F Kasper, Esq, in Support of Defendant's, Marsha 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@\[REDACTED\]](mailto:thejklawoffice@[REDACTED])

TO: Woods Oviati Gilman
Attorneys for Plaintiff
700 Crossroads Building
2 State Street
Rochester, New York 14614
jnutter@[REDACTED]
[REDACTED]

Ergonomic Group Inc
609-3 Cantiague Road
Westbury, New York 11590

State 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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
J [REDACTED] A [REDACTED]

INDEX NO. [REDACTED]

Plaintiff,

- against -

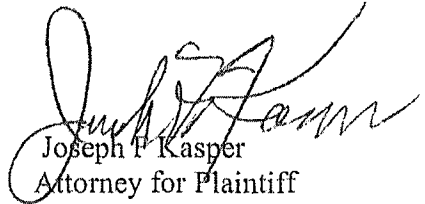
K [REDACTED] S [REDACTED],

Defendant.
----- X

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 P. Kasper
Attorney for Plaintiff
105-30 Crossbay Boulevard
Ozone Park, New York 11417
[REDACTED] 2179
[thejklawoffice@\[REDACTED\]](mailto: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

J [REDACTED] A [REDACTED],

Plaintiff,

- against -

K [REDACTED] S [REDACTED],

Defendant.

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@\[REDACTED\]](mailto: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

J _____ A _____, INDEX NO. _____

Plaintiff

- against -

JUDGMENT OF DIVORCE

K _____ S _____

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 _____, and social security
number is _____. The Defendant's address _____ and
social security number is: _____.

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 _____ A _____, Plaintiff and K _____ S _____, 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.



NYSCEF Payment Receipt

Queens County Supreme Court



The NYSCEF website has received your electronic filing. Please keep a copy for your records.

[REDACTED]
[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 RJ)			\$35.00
			<i>Credit Card Service Fee:*</i>	+ \$1.05
			<i>Total Fee</i>	\$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

* **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



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.

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

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@\[REDACTED\]](mailto: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 66

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- x
NATALIA BOIKO,

INDEX NO. 12444120t9

Plaintiff,

- against -

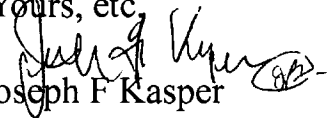
NOTICE OF ENTRY

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

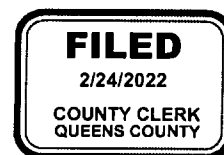
Yours, etc,

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



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 <u>Numbered</u>
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 88-10 162nd 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 88-20 162nd Street, 2nd Floor, Jamaica, New York 11432. Moreover, her process server mailed a copy of the summons and complaint to 88-20 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 be 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.

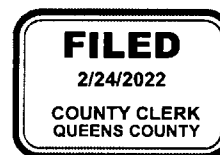


EXHIBIT 67

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

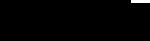
Joseph A. Cullina, being duly sworn, deposes, and says:

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,

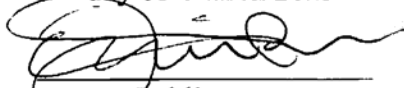

Joseph Cullina

David S. Levy, Esq.
Attorneys for Plaintiff
225 Broadway, Fifth Floor
New York, New York 10007

dlevy@

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

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.

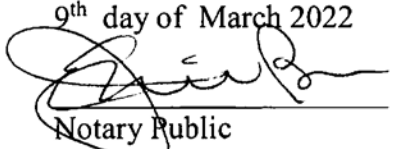
2. That on the 9th day of March 2022, I sent the Notice of Entry, and Order of Dismissal (which was filed in the Queens County Clerks Office on February 24, 2022) depositing a true copy thereof enclosed in a post paid wrapper via certified mail, in an official depository under the exclusive care and 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. Lawrence\
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 68

SUPREME COURT OF THE STATE OF NEW YORK
QUEENS COUNTY: COMPLIANCE SETTLEMENT AND CONFERENCE PART

COMPLIANCE CONFERENCE ORDER

PRESENT: Hon. Mojgan Lancman

Justice

LEMA, JOSE R

Plaintiff,

Index
Number: 722763/2020

-against-

GUAZHCO, LUIS

Date RJL
Filed: 04/27/2021

Defendant.

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.

04/25/2022

7. A fully executed discovery order shall be submitted on ~~04/24/2022~~. 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.

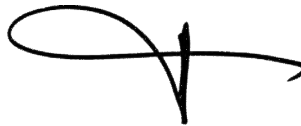
11. The failure of a party to produce discovery as directed by this Order may result in the preclusion of production of said evidence by that party at the time of trial. The failure to produce a party for a deposition as directed above may result in the preclusion of said party from testifying at the 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:

A handwritten signature in black ink, consisting of a large loop followed by a vertical stroke and a horizontal tail, positioned above a solid horizontal line.

J.S.C.

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. Celleri 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 strenuously 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 amended 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 February 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 regarding 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

RE: Lema vs Guazhco Index number 722763/2020

From: goldenlaw@ [REDACTED]

To: jceller07@ [REDACTED]

Cc: QSCPART2@ [REDACTED]; Goldenlaw@ [REDACTED]; lenny37@ [REDACTED]

Date: Monday, February 14, 2022 at 05:51 PM EST

I strongly object to extending further 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 February 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

From: "Windows Live"
To: "QSCPART2@
Cc: "Goldenlaw@
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@



BRW485F99CBA204_010644.pdf
334.6kB

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

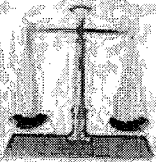
Mr. Lema was a client of Mr. Kasper, who is now Judge Kasper. As Judge Kasper is no longer allowed to practice law, Mr. Lema was trying to request an adjournment from the Court, in order for him to obtain new counsel.

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

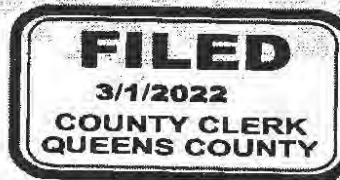
Attorney at Law



105-30 Crossbay Boulevard
Ozone Park, New York 11417

[REDACTED] 2179

EXHIBIT 73



Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable ALLAN B. WEISS IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Index No. 722763/20

Plaintiffs,

Motion Date: 2/16/22

-against-

Motion Seq. No. 1

LUIS GUAZHCO, et al.,

Defendants.

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.

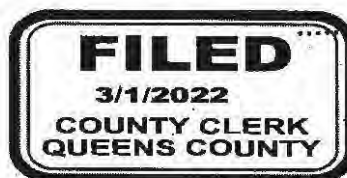
The first branch of the motion to dismiss the complaint is granted.

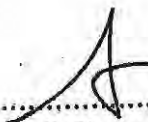
The second branch of the motion requesting that plaintiffs be barred from commencing yet another action over the same property transaction and the same events that was the basis of Judge Ressos's decision is also granted. On the series of events recounted by Judge Ressos, and the facts of the present 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.

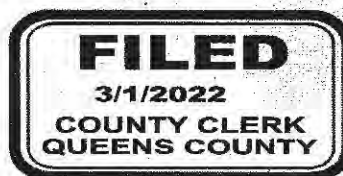
The cross-motion by the plaintiffs for permission to enlarge the time to effect service *nunc pro tunc*, serve a supplemental summons, and add defendants, and for other relief is, in all respects, denied. The Court has read the contentions of the plaintiffs and finds them to be without merit and barred 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.



Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable ALLAN B. WEISS IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Index No. 722763/20

Plaintiffs,

Motion Date: 2/16/22

-against-

Motion Seq. No. 2

LUIS GUAZHCO, et al.,

Defendants.

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



.....
J.S.C.

EXHIBIT 74

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 Hills, N.Y. 11375

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.		For Court of Original Instance
JOSE R LEMA and LISETTE CELLERI, Plaintiffs - Appellants, - against - LUIS GUAZHCO, FAX REALTY INC., d/b/a 125 ASH DRIVE, KHOKON CHOWDHURY, MITCHELL E SILBOWITZ, ROBERT LAGARENNE, M&T BANK, CTC ABSTRACT SERVICES, LLC., Defendants - Respondents.		Date Notice of Appeal Filed
Case Type		Filing Type
☒ Civil Action ☐ CPLR article 75 Arbitration ☐ Action Commenced under CPLR 214-g ☐ CPLR article 78 Proceeding ☐ Special Proceeding Other ☐ Habeas Corpus Proceeding		☒ Appeal ☐ Original Proceedings ☐ CPLR Article 78 ☐ Eminent Domain ☐ Labor Law 220 or 220-b ☐ Public Officers Law § 36 ☐ Real Property Tax Law § 1278 ☐ Transferred Proceeding ☐ CPLR Article 78 ☐ Executive Law § 298 ☐ CPLR 5704 Review
Nature of Suit: Check up to three of the following categories which best reflect the nature of the case.		
☐ Administrative Review	☐ Business Relationships	☐ Commercial
☐ Declaratory Judgment	☐ Domestic Relations	☐ Election Law
☐ Family Court	☐ Mortgage Foreclosure	☐ Miscellaneous
☒ Real Property (other than foreclosure)	☐ Statutory	☐ Taxation
☐ Contracts		☐ Estate Matters
☐ Prisoner Discipline & Parole		☐ Torts

Informational Statement - Civil

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-FinalTrial: ☐ 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			
11			
12			
13			
14			
15			
16			
17			
18			
19			
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: 2267th Street - 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:

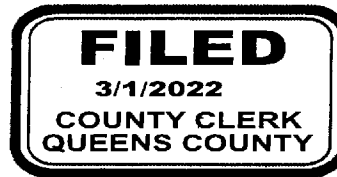
Address:

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):



Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: Honorable ALLAN B. WEISS IAS PART 2
Justice

JOSE R. LEMA and LISETTE CELLERI,

Index No. 722763/20

Plaintiffs,

Motion Date: 2/16/22

-against-

Motion Seq. No. 2

LUIS GUAZHCO, et al.,

Defendants.

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).

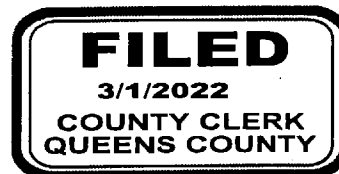
The first branch of the motion to dismiss the complaint is granted.

The Court, on even date, has rendered a decision on Motion Sequence

Number 1.

Dated: March / , 2022
D#64

.....
J.S.C.





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
			<i>Credit Card Service Fee:*</i>	+ \$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@
 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@
 Phone: 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

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) AFFIDAVIT 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 HON. 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.



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



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 04/09/2022 12:15 AM

Doc #	Document Type	Control #	Motion #	Fee
99	NOTICE OF APPEAL/INFORMATIONAL STATEMENT/COPY OF ORDER/PROOF OF SERVICE			\$65.00
			<i>Credit Card Service Fee:*</i>	+ \$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@
 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@

Phone: 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 78

Index No. [REDACTED]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

x INDEX#: [REDACTED]

B [REDACTED] U [REDACTED]

Plaintiff,

STIPULATION OF
SETTLEMENT

-against-

D [REDACTED] U [REDACTED]

Defendant.

X

JOSEPH F. KASPER, ESQ.
ATTORNEY FOR PLAINTIFF
B [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 11415
Tel: ([REDACTED]) -19231
Fax: ([REDACTED]) -19231

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] [REDACTED] and D [REDACTED] U [REDACTED], hereinafter, defendant/Wife residing at [REDACTED] [REDACTED].

The parties were married, in a religious ceremony, in the State of New York, Kings County on [REDACTED], 1985; 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 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] (MARITAL RESIDENCE)

[REDACTED] house, (hereinafter referred to as "[REDACTED]
[REDACTED]", which is occupied by the wife. The Husband and Wife, each hold a 50% interest in the equity of [REDACTED].

[REDACTED], a [REDACTED] 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 DU
x B.V.
LAND - [REDACTED] *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~~ *minimally* work 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, [REDACTED]

PERSONAL PROPERTY - Each party shall retain any personal
property in his or her possession at the time of the execution

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] is encumbered by a mortgage with [REDACTED] that has been in default since [REDACTED]. The property is in foreclosure proceedings in Kings County Supreme Court, under the caption FNMA V. U [REDACTED].
INDEX#: [REDACTED].

24
B. [REDACTED] is encumbered by a mortgage with [REDACTED] which has been in default since [REDACTED]. The property is in foreclosure proceedings in Kings County Supreme Court, under the caption: NATIONSTAR V. U [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], [REDACTED], which is currently in the Husband and Wife's name;

TRANSFER OF [REDACTED] TO HUSBAND

The Husband ^{SHALL} retain 100% ownership of [REDACTED], [REDACTED] 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 deed transferring his ownership interest ^{1/16/21} to [REDACTED] to the Wife in the respective properties ^{to the other}

^{HUSBAND MUST CURE THE DEFAULT AT [REDACTED]}
~~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 206~~

~~Elton Street to the Husband. 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.

DY
R.4 The failure to cooperate ^{IN SUFFERING 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]

DY
B.4 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]~~

DU
B+
[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, *as long as the husband has acted in good faith to cure the default of the*
~~or after the cure of the default of the~~
mortgage of [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 [REDACTED]*

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]

Dated: 3/25/19

D [REDACTED]

U [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 at 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.

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

18

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]

B [REDACTED] U [REDACTED]

Dated: 3/25/19

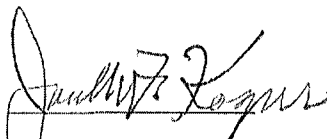
[REDACTED]

D [REDACTED] U [REDACTED]

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

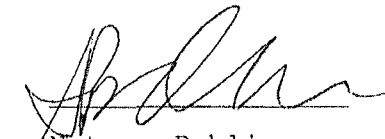
JOSEPH A. KASPER
NOTARY PUBLIC, STATE OF NEW YORK
#02KA4835961

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. 0207325726
Qualified in Queens County
Commission Expires Nov. 2, 2024



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



NYSCEF Payment Receipt

Queens County Supreme Court



The NYSCEF website has received your electronic filing. Please keep a copy for your records.

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 RJ)			\$35.00
			<i>Credit Card Service Fee:*</i>	+ \$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

JOSEPH F. KASPER



Attorney at Law

105-30 Cross Bay Boulevard
Ozone Park, New York 11417

Telephone [REDACTED] 2179

Facsimile [REDACTED] 5314

(Not for service of papers without prior authorization)

December 31, 2021

via email [lossmitigation@\[REDACTED\]](mailto: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] the co-obligor, deeded her interest in the property to Mr. U [REDACTED], 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 COVID 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

JOSEPH F. KASPER



Attorney at Law

105-30 CROSS BAY BOULEVARD
Ozone Park, New York 11417

Tel. [REDACTED] 8122 – Fax [REDACTED] [REDACTED]-5314
Cell: [REDACTED] [REDACTED]-3492

FEBRUARY 26, 2022

Mr. Cooper
P.O. BOX 619097
DALLAS, TX 75261

Attn. Susan Stanko

Re: B [REDACTED] U [REDACTED]
D [REDACTED] U [REDACTED]
[REDACTED]

Property Address

[REDACTED]
[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] 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.:

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] [REDACTED]

[REDACTED]
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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

EXHIBIT 83

NATIONSTAR MORTGAGE, L.L.C.

Index No. [REDACTED]

Plaintiff,

- against -
-AFFIRMATION IN
OPPOSITION

D [REDACTED] U [REDACTED] and B [REDACTED] U [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]

[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 [REDACTED] 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] Street 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, B [REDACTED] U [REDACTED]'S NAME. See copy attached as Exhibit G.

APRIL 26, 2022, CONFERENCE WITH JUSTICE EDWARDS

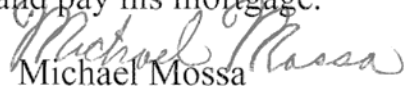
9. On April 26, 2022, the matter was conferenced by Justice Edwards, where this office reiterated the modification had to be in Mr. U [REDACTED]'s name. The attorney for Frenkel Lambert stated they had no problem with Mr. U [REDACTED]. they knew he wanted a permanent modification, was paying and wanted 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 ant motivations, 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

----- 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]>

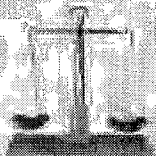
Cc: <sabiolsi@ [REDACTED]>

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

MICHAEL MOSSA and ASSOCIATES, LLC

105-30 CROSS BAY BOULEVARD
OZONE PARK, New York 11417

2179

e-mail – attorneymossa@

ozlegalwiz@

September 06, 2023

KEITH ABRAMSON, Esq. - VIA – e-mail – kabramson@
ROBERT TREMAROLI, Esq. – VIA – e-mail – rtremaroli@
DOMINIC FAMULARI, Esq. [Referee]

Re: B U

Loan No. (

Premises –

INDEX No.

DEMAND TO STAY

09-28-2023 FORECLOSURE

SALE AND REINSTATE

MODIFICATION AGREEMENT

Dear Sirs:

This office represents the above referenced Homeowner, Mr. B
U regarding the above referenced loan as to which a MODIFICATION was
granted, pursuant to which Mr. U 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] [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]. [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] Street 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]

██████████ 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██████████ U██████████'S

ORDER TO SHOW CAUSE STAYING FORECLOSURE

On February 18, 2020, the Honorable Noach Dear signed Mr. U██████████'s Order to Show Cause staying the foreclosure and seeking vacatur of the Judgment. Mr. U██████████ 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 February 18, 2020 date the attorney for FRANKEL LAMBERT named Seth informed the Court they welcomed Mr. U██████████'s intentions to resume paying his mortgage and modification should be "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██████████'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] Street 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, CONFERENCE 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 86**
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]

[REDACTED] afrd dft.pdf
593K



**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



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
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

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.