STATE OF NEW YORK
COMMISSION ON JUDICIAL CONDUCT
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In the Matter of the Proceeding
Pursuant to Section 44, subdivision 4,
of the Judiciary Law in Relation to

JOSEPH F. KASPER,

DETERMINATION

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

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THE COMMISSION:

Joseph W. Belluck, Esq., Chair
Taa Grays, Esq., Vice Chair
Honorable Fernando M. Camacho
Stefano Cambareri, Esq.
Brian C. Doyle, Esq.
Honorable John A. Falk
Honorable David Fried
Robin Chappelle Golston
Nina M. Moore, Ph.D.
Honorable Peter H. Moulton
Marvin Ray Raskin, Esq.

APPEARANCES:

Robert H. Tembeckjian (Mark H. Levine, Eric Arnone and David Stromes, Of Counsel) for the Commission

Emery, Celli, Brinckerhoff, Abady, Ward & Maazel, LLP (by Richard D. Emery and Sana F. Mayat) for respondent

Respondent, Joseph F. Kasper, a Judge of the New York City Civil Court, Queens County, was served with a Formal Written Complaint ("Complaint") dated January 14, 2025, containing three charges. Charge I alleged that after becoming a full-time judge on January 1, 2022, respondent, *inter alia*, repeatedly engaged in the practice of law for more than two years and retained control over certain client funds, having failed to disburse all client funds from his attorney escrow accounts prior to taking the bench. Charge II alleged that from January 1, 2022, to April 2024, respondent did not adequately supervise Janice Bar, who is not licensed to practice law, as she continued to perform legal services for clients who had retained respondent as an attorney prior to his election, insofar as respondent knew or should have known that Ms. Bar was practicing law and/or performing legal work for such clients. Charge III alleged that, 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 and in and after May 2022, respondent failed to timely file a materially complete mandatory FDS for the year 2021 with the Ethics Commission. Respondent filed an Answer dated April 18, 2025. Respondent was served with a Second Formal Written Complaint dated September 3, 2025 which contained one charge, Charge IV. Charge IV alleged that from January 7, 2025, through September 3, 2025, respondent failed to disclose or produce information the Commission required of him by letter dated October 7,

2024. Respondent filed a Second Answer dated October 9, 2025. Respondent was served with a Supplemental Formal Written Complaint dated November 4, 2025 which contained additional factual allegations regarding Charges I and II. Respondent filed a Supplemental Answer dated December 8, 2025.

On March 26, 2026, the Administrator, respondent's counsel and respondent entered into an Agreed Statement of Facts ("Agreed Statement") pursuant to Section 44, subdivision 5, of the Judiciary Law, stipulating that the Commission make its determination based upon the agreed facts and misconduct and requesting briefing and oral argument on the issue of sanction. On April 30, 2026, the Commission accepted the Agreed Statement and set a briefing schedule and scheduled oral argument on the issue of sanction.

The parties submitted briefs to the Commission regarding the issue of sanction. Commission counsel recommended the sanction of removal and respondent's counsel argued that a sanction no greater than censure be imposed. The Commission heard oral argument on June 18, 2026 and thereafter considered the record of the proceedings and made the following findings of fact.

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

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

As to Charge I of the Formal Written Complaint

Background

Respondent's Association with Sebastian and Michael Mossa

3. 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.

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

5. 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.

6. 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 and a fax number.

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

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

Respondent's Association with Janice Bar

9. Janice Bar, also known as Emanuela Bar and E. Janice Bar, has worked as a paralegal and clerical assistant for respondent from 2016 through March 2024. She and respondent met when they were in their twenties and are

close friends. Both have been active over the years in Queens County Republican Party matters.

10. In the 1990s, respondent and Ms. Bar served as Republican Party co-district leaders in the 31^{st} Assembly District of Queens County. (As of March 2026, Ms. Bar and respondent's son served as the co-district leaders.) Ms. Bar assisted respondent in his numerous campaigns for judicial office beginning in the 1990s.

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

12. 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."

13. Prior to and after assuming judicial office, respondent failed to supervise Ms. Bar's actions of e-filing documents on NYSCEF. Ms. Bar was the primary user of respondent's NYSCEF account, which respondent never used himself. Respondent pre-approved and/or subsequently authorized every document Ms. Bar filed using respondent's NYSCEF account.

14. 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.

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

16. Prior to and after assuming judicial office, respondent authorized Ms. Bar to use her personal cell phone number in connection with his law practice, so as to facilitate her communications on his behalf with clients, opposing counsel, court staff, and others.

17. Prior to and after assuming judicial office, respondent maintained the email address, "thejklawoffice@[. . .]" 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. After respondent was elected to judicial office, he asked Ms. Bar to help him close out his law practice. He continued to pay her approximately $600 per week.

19. After respondent was elected to judicial office, Ms. Bar used the email address “thejklawoffice@[. . .]” to send at least 37 emails to respondent’s personal email address. At least 10 of those emails concerned open matters for which either she or respondent were involved in legal work. Among the emails were:

A. An email attaching a deed in *A. v S.*, asking respondent to make changes to it;

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

C. An email containing correspondence in *A.*;

D. Three emails containing case updates, an unexecuted agreement, and Ms. Bar’s client correspondence in *U. v U.*, an open matter;

E. Three emails containing the current version of the settlement agreement and Ms. Bar’s correspondence with opposing counsel in the ongoing matter of *Lopez v Puri*; and

F. An email informing respondent of an entry of judgment in *HSBC Bank v Andres Gallo et al.*.

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

Respondent's Residences

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

Respondent's Association with Joseph Cullina

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

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

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

<u>Respondent's Continued Practice of Law Following his Judicial Election</u>

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

25. 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*").

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

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

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

29. On March 10, 2022, Court Attorney-Referee Daniel S. Gordon

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

30. 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.

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

32. On May 26, 2022, respondent called Judge Unger's court attorney to request an adjournment and again spoke to Ms. George. He identified himself as Joseph Kasper and said that he represented the defendant in connection with the *Columbus Club* tax lien foreclosure matter. He said that the Columbus Club was a party to the action and the long-time owner of the subject property. He asked for a long adjournment, stating that the parties were working on a possible resolution of

the matter. Respondent also said, in words or substance, "Judge Unger knows me."

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

34. 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.

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

36. 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.

37. On October 11, 2022, Ms. Bar e-filed a Notice of Appearance for Mr.

Shanahan on NYSCEF using respondent's NYSCEF User ID. As of March 2024, there was no record on NYSCEF showing that a Consent to Change Attorney substituting Mr. Shanahan for respondent had been filed.

Victor Lopez v Sharan K. Puri, et al.

38. 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.

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

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

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

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

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

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

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

Mr. Gangat replied "Thanks for letting me know. Hope everything is OK."

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

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

Respondent discussed the *Lopez* matter with Mr. Puri.

45. On November 28, 2022, respondent and Ms. Bar appeared for a telephone status conference hearing before Judge Henry. The matter had been pending before Judge Henry since 2021. During the conference, respondent advised the court that he had become a judge.

46. 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."

47. 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.

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

49. In the end of January 2023, respondent and/or Ms. Bar continued to engage in settlement negotiations on behalf of Mr. Puri.

50. On February 2, 2023, Mr. Puri sent an email from his business email to respondent's personal email address 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.

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

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

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

53. On March 14, 2023, Mr. Puri received an email from respondent's law office email account containing an updated settlement agreement with respondent's handwritten changes. Mr. Puri signed this altered version of the agreement.

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

55. Following the conference, Mr. Gangat sent settlement documents to

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

56. In July 2023, Mr. Puri signed the settlement agreement and the matter was resolved. In December 2023, in addition to the fees that Mr. Puri already paid respondent, Mr. Puri sent, and respondent received, a bank payment of $1,000 via Zelle for respondent's work on *Lopez*, pursuant to the original retainer.

J.A. v K. S.

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

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

59. In October 2022, respondent signed a Notice of Settlement with a

Proposed Judgment of Divorce in *A. v S.* Both documents were dated October 11, 2022. The signature blocks identified respondent as "Attorney for Plaintiff," and included his law office address, Ms. Bar's cell phone number, and respondent's law office email address.

Citibank v Christine Waszczenko

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

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

62. On October 2, 2023, respondent, Mr. Mossa, and Ms. Waszczenko signed a Consent to Change Attorney, with Mr. Mossa as the incoming attorney and respondent as the outgoing attorney. The paperwork was filed in Civil Court, Queens County, on October 3, 2023. Mr. Mossa filed a Notice of Appearance that same day.

63. On January 8, 2024, the matter again came before respondent in Civil

Court, Queens County, where he was presiding, again due to the court's assignment rotation system. Respondent took no judicial action on the matter, which was adjourned to April 1, 2024.

64. As of February 29, 2024, respondent was still the attorney of record in six cases: (1) *Fida Mohammed v City of New York* (Index No. 706725/2020); (2) *Manjinder Singh v City of New York* (Index No. 717302/2020); (3) *Administration, Estate of Cecilia Boodhoo* (Index No. 3804A/2020); (4) *Ricardo Singh v 307 Jamaica Avenue* (Index No. 001757/2019); (5) *B. v B.* (Index No. [. . .]); and (6) *Camara v City of New York* (Index No. 703910/2020).

A.A. v V.S.

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

66. On February 18, 2022, Ms. A emailed respondent and inquired as to why her divorce was taking so long to be finalized. Ms. A offered to pay respondent the remaining $1,000 balance that she owed him as part of her initial retainer, which she signed in 2017.

67. Thereafter, the two discussed the matter over the phone. Ms. A

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

68. On March 28, 2022, Ms. A met respondent at the Crossbay Boulevard office and gave him $1,000 in cash. In exchange, respondent gave Ms. A a signed, handwritten note in which he acknowledged receipt of the payment "for and as part of original retainer for matrimonial action," and stating that "the Offices of Michael Mossa and Associates as a courtesy will complete the filing of an amended Judgment of Divorce as soon as possible."

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

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[2] The text messages in this document are quoted here as they appear in the exhibits without

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

> Respondent: Tell them the attorney will be there shortly
>
> Ms. A: I just did I don’t see her Or the lawyer It’s 2:34
>
> Respondent: They are both minutes away
>
> Ms. A: Please
>
> Respondent: I am in front of the courthouse Janices parking she’ll be right up
>
> Ms. A: And the lawyer? 2:45. I’m sorry but this is unacceptable
>
> Respondent: Janice is in the building will be right there
> Is Janice with you

71. On November 28, 2023, Ms. A – whose divorce case was still pending – texted respondent and said, “Can you please call me and let me know what happened with the divorce . . . .” Respondent replied, “Sorry it’s taking so long. I will inquire tomorrow.”

<u>Respondent’s Failure to Disburse Client Funds</u>

72. As of April 1, 2024, respondent had approximately $17,200

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being corrected for spelling or grammar.

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").

73. 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.

74. 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.

75. 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.

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

<u>As to Charge II of the Formal Written Complaint</u>

77. From January 1, 2022, to April 2024, respondent did not adequately supervise Janice Bar as she continued to perform legal services for clients who had

retained respondent as an attorney prior to his election, insofar as respondent knew or should have known that Ms. Bar was practicing law and/or performing legal work for such clients, notwithstanding that Ms. Bar was not and is not licensed to practice law. Further, upon becoming aware that Ms. Bar had impersonated an attorney in court on at least one occasion, respondent took no steps to address the matter, and he did nothing to prohibit her ongoing legal representation.

78. The facts alleged in paragraphs 9-20 are incorporated by reference.

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

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

81. During the same time period, Ms. Bar used respondent's law office email account, "thejklawoffice@[. . .]" to send 37 emails to respondent's personal email address. At least 10 of those emails contained and/or forwarded information about respondent's former cases that Ms. Bar continued to work on (*see* Paragraph

19, *supra*), and all of them contained an email signature that read, "Janice Bar, Attorney at Law," above an image of the scales of justice, the address of the Crossbay Boulevard office, and Ms. Bar's personal cell phone number. Respondent received and read those emails.

A.A. v V.S.

82. Prior to assuming judicial office, respondent represented A.A., the plaintiff in an uncontested matrimonial matter, *A.A. v V.S.* Paragraphs 65-71 are hereby incorporated herein by reference.

83. On May 4, 2023, an inquest was held in Queens County Supreme Court in the *A.* matter.

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

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

> Michael Moser [*sic*], Esq.
> Janice Bar, Esq.

Attorneys of the Plaintiff
105-30 Crossbay Boulevard
Ozone Park, NY 11417

Moreover, after the clerk called the case and said, “Counsels, your appearance,” Ms. Bar announced, “Janice Bar, 105-30 Crossbay Boulevard Ozone Park, NY 11417.”

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

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

Victor Lopez v Sharan K. Puri, et al.

88. The facts alleged in paragraphs 38-56 are incorporated by reference.

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

90. On January 27, 2023, Ms. Bar sent Mr. Puri an unsigned Settlement Agreement and Release by email, signed "Joe," from respondent's law office email account.

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

92. Later that day, Mr. Puri sent a signed Settlement Agreement and Release by email to "thejklawoffice@[. . .]" addressed to "Mr. Kasper."

93. On 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. Magistrate Judge Marcia M. Henry.

94. On February 3, 2023, Ms. Bar used respondent's law office email

account to send an email to Mr. Gangat, which stated, "Good afternoon, I just wanted to let you know that Joe Kasper is trying to reach you [*sic*] Could you please contact him. The email was signed "Janice Bar, Attorneys at Law."

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

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

The signature block included the words "Attorneys at Law," an image of the scales of justice, respondent's law office address, and Ms. Bar's cell phone number.

96. On February 23, 2023, Ms. Bar sent Mr. Puri an email that she had sent to opposing counsel in the *Lopez* matter. The email referred to a confidentiality agreement and indemnification regarding taxes. Indemnification is a legal term that Mr. Puri did not understand, and he had no familiarity or expertise with confidentiality agreements; he hired a lawyer in the first place because of issues like these. Mr. Puri subsequently discussed these issues with Ms. Bar. At no point did Mr. Puri discuss these issues with respondent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

100. 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

101. 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.

102. That same morning, at respondent's direction, Ms. Bar appeared on behalf of Mr. Puri for the telephone status conference. Mr. Puri understood that Ms. Bar represented him at the proceeding. Attorney Owen Keough, and later Mr. Gangat, appeared for the plaintiff. Ms. Bar placed her appearance on the record by stating, "This is Janice Bar from the office, previous office of Joseph Kasper for the Defendants." When Judge Henry asked Ms. Bar to enter a Notice of Appearance since she was going to be representing Mr. Puri, she replied, "Okay, so I'll send one in."

103. During the conference, Judge Henry asked, "Ms. Bar, this is a more basic question, but I'm assuming that you're also admitted to practice in the Eastern District?" Ms. Bar replied, "No, I actually just came through City [*sic*] to listen to what [*sic*] going back and forth, because we thought we had a settlement

agreement and everything was going to be sent in and settled." At no time during the conference did Ms. Bar inform the Court or opposing counsel that she was not an attorney. Mr. Gangat was unclear as to whether Ms. Bar was an attorney, but at certain points during the conference, he observed that she appeared to act as one.

104. 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.

105. On April 13, 2023, a settlement conference was held in the *Lopez* matter, during which a motion for settlement approval was before the court. Ms. Bar appeared as "unadmitted counsel" for the purpose of, as the judge described it, "assisting Mr. Puri with bringing this case to resolution." The judge permitted Ms. Bar to appear being that "counsel of record, Mr. Kasper, has since become a judge . . . and therefore would not be able to continue to with representation of Mr. Puri." Mr. Gangat had no objection.

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

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

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

107. On May 10, 2023, Ms. Bar emailed Mr. Puri an IRS Form W9, Request for Taxpayer Identification Number and Certification, dated May 5, 2023, pertaining to 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.

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

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

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

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

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

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

The signature block included the words "Attorney at Law," an image of the scales of justice, respondent's law office address, and Ms. Bar's cell phone number.

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

111. The facts alleged in paragraphs 25-37 are incorporated by reference.

112. On February 16, 2022, Ms. Bar sent an email from respondent's law

office email account to Part 24 of the Supreme Court, Queens County, and to Mr. Krechmer, requesting a 60-day adjournment. The email stated, in part, that the plaintiff's motion for summary judgment was on for February 17, 2022, and that a settlement conference in the matter was scheduled for March 10, 2022. The email also made reference to the "possible necessary substitution of counsel." The email was signed, "Janice Bar for JOSEPH F. KASPER." The signature block included the words, "Attorney at Law," respondent's law office address and Ms. Bar's cell phone number.

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

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

The signature block included the words, "Attorney at Law," respondent's law office address and Ms. Bar's cell phone number.

114. 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."

115. 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.

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

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

The email was signed, "Janice Bar." The signature block included the words, "Attorney at Law," respondent's law office address and Ms. Bar's cell phone number.

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

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

118. On June 29, 2022, Ms. Bar sent an email from respondent's law

office email account to Part 24 of Supreme Court, Queens County, copied to Mr. Krechmer, requesting another adjournment. The email was signed, "Janice Bar for Joseph F Kasper." The signature block included the words, "Attorney at Law," respondent's law office address and Ms. Bar's cell phone number. The email stated, in part:

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

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

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

The signature block included an image of the scales of justice, respondent's law office address and Ms. Bar's cell phone number.

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

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

The signature block included Mr. Shanahan's Mineola law firm address and telephone number, Ms. Bar's cell phone number, and respondent's law office email address.

121. 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.

122. On October 11, 2022, Ms. Bar e-filed a Notice of Appearance dated October 8, 2022, for Mr. Shanahan using respondent's NYSCEF User ID. Respondent was copied on the Notice.

123. 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.

S.S. v L.S.

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

125. 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.* Summons and Complaint.

126. On August 4, 2022, Ms. Bar e-filed a Request for Judicial Intervention ("RJI") of the same date in which respondent was identified as the attorney for the plaintiff using respondent's NYSCEF User ID.

127. Respondent's consent to the use of NYSCEF in *S.* was recorded as:

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

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

129. Mr. Mossa's Notice of Appearance, as with every document Ms. Bar

e-filed in *S.*, was filed using respondent's NYSCEF User ID. Respondent remained the attorney of record in *S.* until November 30, 2024, when a Consent to Change Attorney was ultimately filed.

130. On April 17, 2023, Ms. Bar e-filed a Note of Issue, noting a correction to the RJI. The Notice of Issue was received by NYSCEF on May 5, 2023.

131. 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.

132. On April 28, 2023, using respondent's NYSCEF User ID, Ms. Bar e-filed a Corrected Notice of Motion to correct the spelling of the plaintiff's name from "S[. . .]" to "S[. . .]" The Notice of Motion was received by NYSCEF on May 5, 2023.

133. On April 28, 2023, using respondent's NYSCEF User ID, Ms. Bar e-filed an Affidavit in Support of Plaintiff's Motion to correct the spelling of plaintiff's name. The Affidavit was notarized by Ms. Bar on January 17, 2022.

134. 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.

P.R. v M.R.

135. Beginning in 2020, P.R. was a tenant of respondent's at the rental

property respondent owns in South Ozone Park, Queens.

136. Sometime after respondent became a judge, Mr. R 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 contacted Ms. Bar. Following their conversation, Mr. R hired Ms. Bar to represent him in his divorce.

137. On January 24, 2023, Ms. Bar commenced divorce proceedings on Mr. R.'s behalf by e-filing a Summons With Notice and a Complaint in *P.R. v M.R. ("R.")*. The Summons and Complaint, and other documents filed by Ms. Bar in connection with *R.*, were e-filed using respondent's NYSCEF User ID.

138. 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.

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

140. 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.

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

1900 Capital Trust III v Joann Manck et al.

142. 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.

143. 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.

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

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

146. During the conference, Mr. Gordon asked Ms. Bar directly whether

she was an attorney. She said that she was.

147. 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.

148. 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.

HSBC Bank v Andres Gallo et al.

149. 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.

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

151. 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.

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

153. 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.

154. On September 9, 2022, using respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Motion to Confirm Referee's Report of Sale and Disburse Surplus Monies.

J.A. v K.S.

155. The facts alleged in paragraphs 57-59 are incorporated by reference.

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

157. 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.

158. Ms. Bar e-filed all the documents in *A. v S.* using respondent's NYSCEF ID User.

Natalia Boiko v Patrick Khan and Jaikarran Ramdeo

159. 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.

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

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

The words "Attorney at Law," respondent's law office address and Ms. Bar's cell phone appear at the bottom of the unsigned email.

161. 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@[. . .]. Additionally, any change in representation as to the attorney of record for a party, my office will need something in writing.

162. On March 9, 2022, using respondent's NYSCEF User ID, Ms. Bar e-

filed a Notice of Entry dated March 7, 2022. The signature block included respondent's law office phone number and address, and identified respondent as "Joseph F Kasper Attorney for Defendant KHAN."

163. 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.

Jose Lema and Lisette Celleri v Guazhco et al.

164. 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.

165. Supreme Court Justice Mojgan Lancman issued a *sua sponte* order dated December 28, 2021, requiring that discovery be completed on January 27, 2022.

166. In January and February 2022, Mr. Golden emailed respondent four times to request that he seek to be relieved as counsel since he had assumed judicial office.

167. On February 14, 2022, Mr. Golden sent an email to respondent's

client, Mr. Lema, copied to Part 2 of Supreme Court, Queens County, and to Mr. Falcone, objecting to any further adjournments of various motions with a return date of February 16, 2022.[3]

168. 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.

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

> 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. Based on that email, Mr. Falcone believed that Ms. Bar was an attorney at respondent's law office who had

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

been tasked with either taking over his matters and/or resolving them as he wound up his practice.

170. 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*. Respondent remained the attorney of record in *Lema* until April 4, 2022, when Ms. Bar – using respondent's NYSCEF User ID – e-filed a Notice of Appeal on behalf of Mr. Lema, which was signed by Mr. Shanahan.

171. 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.

172. On April 9, 2022, using respondent's NYSCEF User ID, Ms. Bar e-filed a Notice of Appeal on behalf of Ms. Celleri, which was signed by Mr. Shanahan.

173. 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.

B.U. v D.U.

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

175. On April 17, 2023, using respondent's NYSCEF User ID, Ms. Bar e-filed a Stipulation of Settlement dated March 25, 2019, in which respondent is identified as the attorney for the plaintiff, using respondent's NYSCEF User ID.

176. On April 17, 2023, in connection with the filing of the above-referenced Stipulation of Settlement, respondent's Visa card ending in 6681 was charged a $35.00 filing fee and $1.05 service fee, totaling $36.05.

Nationstar Mortgage v D.U., et al.

177. Prior to becoming a judge, respondent represented B.U. in *Nationstar Mortgage v D.U., et al.*, a residential foreclosure matter.

178. On December 31, 2021, the day before respondent assumed judicial office, Ms. Bar wrote a letter on respondent's law office letterhead stating that respondent was recently elected as a judge and that Ms. Bar was supervising the close or transfer of his files. The letter further requested a modification of Mr. U'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."

179. On February 26, 2022, Ms. Bar wrote another letter on respondent's law office letterhead, identifying respondent as an "Attorney at Law." The letterhead included respondent's law office address, telephone number and his cell

phone number. The letter stated, in part, that respondent's office represented Mr. U, and that they were waiting for a Judgment of Divorce in connection with Mr. U'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.

180. On February 1, 2023, using respondent's NYSCEF User ID, Ms. Bar e-filed a Stipulation to Adjourn Motion. The signature block identified Mossa & Associates as the Attorney for Mr. U and included Ms. Bar's cell phone number.

181. On August 4, 2023, using respondent's NYSCEF User ID, Ms. Bar e-filed an Affirmation in Opposition dated March 20, 2023. The Affirmation was signed by Mr. Mossa. The signature block included Ms. Bar's cell phone number and her email address. Although Mr. Mossa's Affirmation stated that he was substituted for respondent as Mr. U'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.

182. On September 11, 2023, Ms. Bar sent an email with an attached letter dated September 6, 2023, from respondent's law office email account to the plaintiff's attorneys and the referee, copied to the Biolsi Law Group, concerning a stay of the sale of Mr. U'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.

T.S. v R.S.

183. Prior to becoming a judge, respondent represented the defendant, R.S., in an uncontested matrimonial matter: *T.S. v R.S.*. The plaintiff was represented by Usman Ahmed.

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

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

A Consent to Change Attorneys form, dated November 30, 2021, and signed by respondent as the outgoing attorney, and Michael Mossa as the incoming attorney, was attached to the email.

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

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

The signature block included an image of the scales of justice, respondent's law office address, and Ms. Bar's cell phone number.

<u>As to Charge III of the Formal Written Complaint</u>

The 2021 Campaign FDS

186. 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.

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

The 2021 FDS

188. 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.

189. On May 20, 2022, respondent filed a financial disclosure statement

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

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

191. On February 9, 2023, the Ethics Commission sent, and respondent received, a Notice to Cure, notifying him of his failure to file the supplementary statement. Notwithstanding this notice, respondent did not file his 2021 statement.

192. On March 29, 2023, the Ethics Commission sent, and respondent received, a Notice of Delinquency dated March 29, 2023, notifying him that his continued failure to file his 2021 financial disclosure statement subjected him to disciplinary action.

193. On November 2, 2023, respondent filled out a completed supplementary statement for his 2021 FDS. On November 9, 2023, respondent sent an email to the Ethics Commission indicating that his supplementary

statement dated November 2, 2023, was attached. However, the supplementary statement was not in fact attached to the email.

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

195. Between November 7 and November 13, 2024, the Ethics Commission received the supplementary statement to respondent's 2021 FDS, dated November 2, 2023. On November 13, 2024, the Ethics Commission emailed respondent confirmation that it had received the supplementary statement. By that date, the FDS was properly filed over two and a half years late, and 19 months after respondent received his Notice of Delinquency.

As to Charge IV of the Formal Written Complaint

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

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

198. By letter dated October 7, 2024, the Commission asked respondent

inter alia to account for more than $116,000 in his attorney escrow accounts. Respondent's written response was due on October 25, 2024.

199. By email dated October 24, 2024, from Deborah Scalise, his attorney at the time, respondent requested an extension of time to respond, citing a procedure he had scheduled for November 8, 2024, and an "[another procedure]" the following week.

200. By letter dated October 24, 2024, the Commission granted respondent's request for an extension and set a new due date of November 8, 2024.

201. By email from Ms. Scalise dated November 7, 2024, respondent requested a second extension of time, saying he had not been feeling well and had a procedure scheduled for the following day, and that Ms. Scalise was out of the office.

202. By letter dated November 8, 2024, the Commission granted respondent's request for an extension and set a new due date of November 22, 2024. The letter advised respondent that no further adjournments due to health reasons would be granted without appropriate medical documentation.

203. By email from Ms. Scalise's assistant dated November 22, 2024, respondent requested a third extension of time, citing "medical notes" that referred to (A) a procedure he underwent on September 30, 2024, which predated the Commission's inquiry letter of October 7th, and (B) a procedure he underwent on

November 15, 2024, although his November 7th request to adjourn the November 8th due date was based on a procedure purportedly scheduled for November 8th.

204. That same day, by letter dated November 22, 2024, the Commission granted respondent's third request for an adjournment, setting a new due date of December 16, 2024. The letter advised respondent that no further adjournments would be granted without good cause shown.

205. By letter dated December 17, 2024, Ms. Scalise advised the Commission that she was withdrawing as counsel for respondent, and on his behalf requested a fourth adjournment, for an additional 60 days, for respondent's response to the Commission's letter of October 7, 2024.

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

207. By letter dated January 7, 2025, respondent made his fifth request for an adjournment, to February 15, 2025, to respond to the Commission's letter of October 7, 2024.

208. By letter dated January 9, 2025, the Commission denied respondent's

request for a fifth adjournment and advised him that his failure to comply could be construed as a disciplinable failure to cooperate with a Commission investigation.

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

<u>Additional Factors</u>

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

Upon the foregoing findings of fact, the Commission concludes as a matter of law that respondent violated Sections 100.1, 100.2(A), 100.3(C)(1), 100.4(A)(2) and (3), 100.4(G) and 100.5(A)(4)(g) of the Rules Governing Judicial Conduct ("Rules") and 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. Charges I, II, III and IV of the Formal Written Complaints are sustained insofar as they are consistent with the above findings and conclusions and respondent's misconduct is established.

Judges must observe high standards of conduct "so that the integrity and independence of the judiciary will be preserved" and must "act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary." (Rules, §§100.1 and 100.2(A)) Pursuant to Section 100.4(G) of the Rules, "[a] full-time judge shall not practice law." The Rules also require judges to "diligently discharge" their administrative responsibilities and require judges and judicial candidates to file financial disclosure statements with the Ethics Commission. (Rules, §§100.3(C)(1) and 100.5(A)(4)(g)) The Rules further provide: "A judge shall conduct all of the judge's extra-judicial activities so that they do not: . . . (2) detract from the dignity of judicial office" and (3) ". . . are not incompatible with judicial office." (Rules, §§100.4(A)(2) and (3)) Respondent violated the Rules when he engaged in the practice of law for approximately two years after becoming a full-time judge. He also undermined the integrity of the legal system by enabling a non-lawyer to improperly provide legal services. Respondent engaged in additional misconduct when he failed to file his 2021 financial disclosure statement as a judicial candidate; failed to file a materially complete FDS for 2021 until 19 months after receiving a Notice of Delinquency from the Ethics Commission and failed to cooperate with the Commission by failing to respond to the Commission's October 7, 2024 inquiry letter after receiving four extensions of time to respond.

It is well-settled that judges are held to a higher standard of conduct than the general public. "Members of the judiciary should be acutely aware that any action they take, whether on or off the bench, must be measured against exacting standards of scrutiny to the end that public perception of the integrity of the judiciary will be preserved." *Matter of Lonschein*, 50 NY2d 569, 572 (1980) (citation omitted). "Standards of conduct on a plane much higher than for those of society as a whole, must be observed by judicial officers so that the integrity and independence of the judiciary will be preserved. A Judge must conduct his everyday affairs in a manner beyond reproach." *Matter of Kuehnel*, 49 NY2d 465, 469 (1980). Respondent engaged in a pattern of misconduct and failed to meet this high standard.

Section 100.4(G) of the Rules specifically prohibits a full-time judge from practicing law. In *Matter of Ramich*, 2003 Ann Rep of NY Comm on Jud Conduct at 154, a full-time judge, *inter alia*, represented two relatives and a friend in real estate transactions and the Commission held, "[a]lthough he received no fee in these cases, respondent's activities, including reviewing legal documents, corresponding with the opposing attorneys and appearing with his clients at the closings, flouted the prohibition against the practice of law." *Id.* at 159. *See also, Matter of McGuire,* 2021 Ann Rep of NY Commn on Jud Conduct at 131, 186 (full-time judge, *inter alia*, represented relatives of his friend in a real estate transaction by explaining the purchase contract to them); *Matter of Nugent Panepinto,* 2021 Ann Rep of NY Commn on Jud Conduct at 239, 248 (full-time judge improperly practiced law by advising parents at her child's school "as to the specific language to include in letters in order to meet the legal standard for injunctive relief.”).

Respondent acknowledged that, for approximately two years after he became a full-time judge, he improperly practiced law. In the *Lopez* matter, after becoming a full-time judge, respondent, *inter alia*, advised his client, including discussing with him a federal judge’s decision in the matter, reminded opposing counsel to add certain language to a settlement agreement, made handwritten changes to a settlement agreement and tried to further negotiate settlement terms with plaintiff’s counsel. In the *NYCTL* matter, after he became a judge, respondent called opposing counsel and the presiding judge’s chambers to request adjournments, appeared at three virtual settlement conferences before a Court Attorney-Referee and, at the third conference in July 2022, more than six months after he became full-time judge, described settlement terms the Columbus Club, respondent’s client before he became a judge, had authorized him to negotiate. In the *A.* matter, after respondent became a judge, he acknowledged that he told his client that she needed to pay him the remaining $1,000 balance owed as part of her initial retainer or he would not complete her divorce. In the *A. v S.* matter, nine months after respondent became a judge, he signed a Notice of Settlement and Proposed Judgment of Divorce as attorney for the plaintiff. Moreover, for more than two years after he became a full-time judge, respondent failed to disburse client funds from his attorney escrow accounts.[4]

We are troubled by respondent's facilitation of and failure to supervise Janice Bar as she improperly performed legal services for clients who had retained respondent as an attorney before he became a judge. For approximately two years after he became a judge, respondent continued to pay Ms. Bar approximately $600 a week and continued to pay rent for his former law office where she worked. Respondent acknowledged that for more than two years after he became a full-time judge, he knew or should have known that Ms. Bar was performing legal services. For example, Ms. Bar forwarded approximately 37 emails to respondent, including some regarding pending matters, with the email signature "Janice Bar, Attorney at Law." While a judge, respondent allowed Ms. Bar to use his NYSCEF User ID and his credit card to make court filings in matters involving clients who had retained him before he became a judge. After respondent became a judge, between January 2022 and August 2023, Ms. Bar filed documents at least 22 times using respondent's NYSCEF User ID. Respondent pre-approved or subsequently authorized all documents Ms. Bar filed using his NYSCEF User ID.[5]

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4 The Advisory Committee on Judicial Ethics opined, ". . . a newly-elected judge, prior to assuming office, should forward any money held in escrow on behalf of clients to the new attorneys representing those clients." *Advisory Opinion 04-137.*

5 In his submission to the Commission, respondent asserted that, "While Respondent does not deny responsibility for Ms. Bar's actions and his absence of supervision, Respondent lacked knowledge that Ms. Bar used his NYSCEF User ID to conduct her activities." This claim is inconsistent with the Agreed Statement of Facts in which respondent stipulated that he "pre-approved and/or subsequently authorized every document Ms. Bar filed using Respondent's NYSCEF account." The failure to accept

Providing non-judicial personnel – here, Ms. Bar – access to a judicial NYSCEF account for non-judicial purposes is, in and of itself, highly concerning and at the very least suggests a lack of appreciation for the sensitive work of the courts and poor discretion that are incompatible with the holding of judicial office. A cavalier handling of a judicial NYSCEF account, by virtue of its enhanced access and capabilities, exposes the judiciary and the public to, *inter alia*, breaches of confidentiality, the lending of judicial prestige to advance private interests, and generally blurs the lines that insulate an autonomous judiciary.

While respondent argued that some of Ms. Bar's activities constituted permitted administrative or ministerial steps to wind down his law practice, the evidence established that her conduct, which respondent aided, far exceeded any such limited activity. For example, after respondent became a judge, in January 2022, Ms. Bar commenced a new case in the *S.* matter using respondent's NYSCEF User ID and respondent's credit card to pay the fees. Seven months later, in August 2022, respondent was identified as the attorney for the plaintiff in the *S.* matter in the Request for Judicial Intervention Ms. Bar filed, again using respondent's NYSCEF User ID. Initiating a new matter falls well beyond the scope of winding down a law practice.

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responsibility for his conduct is an aggravating factor in determining the appropriate sanction. *See*, *Matter of Aldrich*, 58 NY2d 279, 283 (1983) (removal appropriate when judge "fails to recognize the inappropriateness of his actions or attitudes.")

Respondent also arranged for Ms. Bar to improperly perform legal services when he referred one of his tenants to Ms. Bar after the tenant asked respondent to represent him in a divorce matter. After respondent referred the tenant to Ms. Bar for representation, in January 2023, Ms. Bar used respondent's NYSCEF User ID and credit card to commence divorce proceedings on behalf of the tenant.[6] Respondent's conduct in this matter was unbecoming a judge and detrimental to the integrity of the judicial system.

Significantly, respondent took no action after being made aware that Ms. Bar had impersonated an attorney in a court proceeding in the *A.* matter which took place in the same county in which respondent presided as a judge. Indeed, when Ms. Bar told respondent that during a court proceeding she had conducted the examination of a client who had retained respondent before he became a judge, it was stipulated that respondent told her in substance, "It's a good thing you were there."

In additional serious misconduct, between January 7, 2025, and September 3, 2025, respondent failed to cooperate with the Commission by failing to respond to the Commission's October 7, 2024 inquiry which required him to provide a written response regarding funds remaining in his attorney escrow account.[7]

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6 The tenant paid Ms. Bar $1,200 for her legal services in his divorce matter.

7 Prior to January 7, 2025, at his request, respondent had been granted four extensions of time to respond to the October 7, 2024 letter.

Pursuant to Section 42(1) of the Judiciary Law and Section 7000.3(c) of the Commission's Operating Procedures and Rules, the Commission is authorized to require a written response from a judge who is the subject of a complaint. All judges must be attentive to their responsibility to cooperate with the Commission. *See*, *Matter of O'Connor*, 32 NY3d 121, 129 (2018) (". . . willingness to cooperate with the Commission's investigations and proceedings is not only required - it is essential."); *Matter of Rathbun*, 2025 Ann Rep of NY Commn on Jud Conduct at 252, 272 (judge's failure to cooperate "demonstrated his disdain for the Commission's important function."); *Matter of Driscoll*, 1997 Ann Rep of NY Commn on Jud Conduct at 89, 90 (citation omitted) ("The failure to cooperate with the Commission is conduct prejudicial to the administration of justice that warrants removal.").

In further misconduct, respondent failed to file the 2021 campaign financial disclosure statement he was required to file as a judicial candidate. In addition, respondent failed to file a materially complete FDS for 2021 by October 22, 2022, his extended deadline. The public has an interest in the timely disclosure of a judge's financial information on annual financial disclosure statements and "[j]udges must complete their financial disclosure forms with diligence, making every effort to provide complete and accurate information." *Matter of Alessandro*, 13 NY3d 238, 249 (2009).

For the 2021 FDS, respondent received a February 9, 2023 Notice to Cure from the Ethics Commission and a March 29, 2023 Notice of Delinquency. Respondent's complete 2021 FDS was only filed 19 months after receiving the Notice of Delinquency from the Ethics Commission. Respondent did not comply with his important financial disclosure obligations and failed to "diligently discharge" his administrative duties in violation of the Rules. *See*, *Matter of McAndrews*, 2014 Ann Rep of NY Commn on Jud Conduct at 157, 162. It has not gone unnoticed by the Commission that the defect in respondent's FDS was his failure to complete Section 13 thereof, which required respondent to list and explain any income in excess of $1,000, broken down by nature and source, earned by himself or his spouse. Of note, the respondent admitted to accepting certain cash payments while a judge by performing certain legal services that he should not have been performing.

The record is replete with additional instances of respondent's inattention to his ethical responsibilities. For example, on August 21, 2023, more than 18 months after he became a full-time judge, the *Citibank* matter, in which respondent was still the attorney of record for the defendant, came before respondent in Civil Court, Queens County where respondent was presiding. Despite this, respondent did not remove himself as counsel in the *Citibank* case for another six weeks. Moreover, as of February 2024, more than two years after he became a judge and six months after the *Citibank* matter came before him, respondent still continued as the attorney of record in six additional matters.

The Court of Appeals has held, "[w]e cannot view petitioner's actions and the appropriate sanction through a limited prism but must instead consider the full spectrum of [his] behavior and its impact on public perception of the judiciary . . .." *Matter of Astacio*, 32 NY3d 131, 137 (2018) (citations omitted). "[T]he purpose of judicial disciplinary proceedings is 'not punishment but the imposition of sanctions where necessary to safeguard the Bench from unfit incumbents'." *Matter of Reeves*, 63 NY2d 105, 111 (1984) (citation omitted). In determining the appropriate sanction, respondent's conduct must be viewed "in the aggregate". *Matter of Miller*, 35 NY3d 484, 490 (2020) (citation omitted).

The totality of the evidence established that respondent's repeated violations of the Rules were egregious and he is unfit for the bench. For approximately two years, he ignored the clear prohibition against the practice of law by a full-time judge. He failed to disburse funds from his attorney escrow accounts prior to taking the bench and continued to have funds in his escrow accounts for more than two years after becoming a judge. He brought reproach upon the judiciary by facilitating a non-lawyer, who had been convicted of two felonies, to provide legal services including by referring an individual to her for legal services and allowing her to use his NYSCEF User ID and credit card to make and pay the fees for court filings. Even after he became aware that Ms. Bar had impersonated a lawyer and conducted an examination in court, respondent took no steps to address that misconduct. In further instances of misconduct, respondent failed to file his 2021 campaign financial disclosure statement and he only filed a materially complete 2021 financial disclosure statement approximately 19 months after receiving a Notice of Delinquency from the Ethics Commission. In additional significant misconduct, he failed to cooperate with the Commission by failing to respond to the October 7, 2024 letter which required his written response.

The Court of Appeals has noted that, "[a] judge's role is to cultivate respect for the judicial process . . ." *Matter of Senzer,* 35 NY3d 216, 221 (2020) Rather than demonstrating respect for the judiciary, respondent detracted from the dignity of judicial office and showed disrespect for the judicial system by practicing law as a full-time judge in violation of the Rules and by facilitating and failing to take any action regarding Ms. Bar's highly improper conduct. Respondent's pattern of misconduct, which violated several Rules, undermined confidence in the integrity of the judiciary.

By reason of the foregoing, the Commission determines that the appropriate disposition is removal.

Mr. Belluck, Ms. Grays, Judge Camacho, Mr. Cambareri, Mr. Doyle, Judge Falk, Judge Fried, Ms. Golston, Ms. Moore, Judge Moulton and Mr. Raskin concur.

CERTIFICATION

It is certified that the foregoing is the determination of the State Commission on Judicial Conduct.

Dated: August 3, 2026

Celia A. Zahner, Esq.
Clerk of the Commission
New York State
Commission on Judicial Conduct