

IN THE MATTER OF KASIRER, LLC,

Respondent.

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 16-084

WHEREAS, the Joint Commission on Public Ethics (“Commission”) is authorized by Executive Law §94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of Article 1-A of the New York State Legislative Law (the “Lobbying Act”) have occurred, to issue a report of its findings of fact and conclusions of law, and to impose penalties for any violation;

WHEREAS, this Settlement Agreement (“Agreement”) is entered into by and between the Commission and Kasirer, LLC (“Respondent”);

WHEREAS, Respondent was registered as a lobbying firm at all times relevant to this matter, including during the 2015-2016 biennial lobbying registration period and through the present time, and is therefore subject to the jurisdiction of the Commission and the proscriptions set forth in the Lobbying Act;

WHEREAS, the Campaign for One New York (“CONY”) was a 501(c)(4) not-for-profit entity which was formed in 2013 following the election of the Mayor of the City of New York, Bill de Blasio (“the Mayor”), by Ross Offinger and other people, to advocate on behalf of the City of New York by informing the public and policymakers about legislative and public policy options, such as Universal Pre-K and increased affordable housing, and from which the Mayor sought and obtained support for his legislative and policy objectives. Offinger was the Treasurer and a chief fundraiser of CONY and a fundraiser for the Mayor’s election campaign;

WHEREAS, §1-m of the Lobbying Act prohibits any lobbyist from offer[ing] or giv[ing] a gift to any public official, unless under the circumstances it is not reasonable to infer that the gift was intended to influence such public official; Part 934, effective June 18, 2014, provides that, pursuant to §1-m of the Lobbying Act, a gift may not be given to a third party, including a charitable organization, on behalf of or at the designation or recommendation of a public official, when such gift cannot be offered or given to the Public Official under the law;

WHEREAS, on May 18, 2016, the Commission sent a letter to Respondent which afforded Respondent a period of 15 days to respond to allegations that Respondent may have violated §1-m of the Lobbying Act;

WHEREAS, Respondent and the Commission, the parties to this Agreement have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings except as provided below;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of this matter, the parties stipulate and agree that:

1. At all relevant times, Respondent was engaged in lobbying officials of the City of the New York, including the Mayor, Deputy Mayors, New York City Commissioners and their staff, and New York City elected officials.
2. In or about March of 2015, the Mayor spoke to Respondent's President, Suri Kasirer, and requested assistance with raising money for CONY. Kasirer then spoke with other employees of Respondent and advised them of her call with the Mayor.
3. On or about March 24, 2015, employees of Respondent contacted two clients which resulted in donations of \$5,000 and \$10,000, to CONY. On or about April 17, 2015, an employee of Respondent collected and arranged for the donations to be delivered to CONY.
4. Respondent acknowledges that §1-m of the Lobbying Act prohibits any lobbyist from offer[ing] or giv[ing] a gift to any public official, unless under the circumstances it is not reasonable to infer that the gift was intended to influence such public official; Part 934, effective June 18, 2014, provides that, pursuant to §1-m of the Lobbying Act, a gift may not be given to a third party, including a charitable organization, on behalf of or at the designation or recommendation of a public official, when such gift cannot be offered or given to the Public Official under the law.
5. Respondent agrees to pay to the Commission the amount of five thousand dollars (\$5,000.00) in settlement of this matter within thirty (30) days of the execution of this Agreement.
6. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent. To the extent that representations made by Respondent are later found by the Commission to be materially incomplete or inaccurate, Respondent shall be in breach of this Agreement.
7. If Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
8. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis.

Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commission is not a party. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.

9. Upon a material breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a new Notice of Substantial Basis Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial Basis Investigation Report; or to deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law or in equity, including but not limited to, specific performance or injunction. As to any new Notice of Substantial Basis Investigation and Hearing or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.
10. Respondent shall upon written request by the Commission, provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
11. Respondent understands and acknowledges that the Commission may investigate any other conduct by Respondent unrelated to the facts and circumstances of this matter, and thus not covered by this Agreement, and take any appropriate action relative to such unrelated conduct.
12. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.
13. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
14. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
15. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§94(14) & (19).

16. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
17. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
18. This Agreement shall become effective upon execution by the Commission or its designee.
19. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
20. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enter into this Agreement. Electronic signatures are deemed originals for the purposes of this Agreement. Respondent was represented by counsel, Bruce Teitlebaum, Esq.

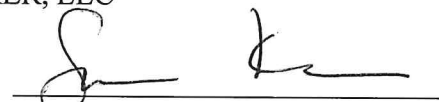
Dated: March 8, 2021



Monica Stamm
General Counsel
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 4th DAY OF March, 2021

Respondent:
KASIRER, LLC

By: 

Name: Suri Kasirer

Title: President

Approved:

Camille Joseph Varlack
Chair

Richard F. Braun
Robert Cohen
James E. Dering
Colleen C. DiPirro
William P. Fisher
Daniel J. Horwitz
Marvin E. Jacob
Gary J. Lavine
James W. McCarthy
David J. McNamara
George H. Weissman
James A. Yates

Members