

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD and
THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION

----- X
In the Matter of :
: :
: :
: :
: :
: :
: :
: :
: :
: :
----- X

MELISSA MATTHEWS

Respondent.

DISPOSITION

COIB Case No. 2017-156t

WHEREAS, the New York City Conflicts of Interest Board (the "Board") commenced an enforcement action pursuant to Section 2603(h)(1) of the City's conflicts of interest law, found in Chapter 68 of the New York City Charter ("Chapter 68"), against Melissa Matthews ("Respondent"); and

WHEREAS, Respondent wishes to make her employer, the New York City Department of Correction ("DOC") a party to this resolution; and

WHEREAS, the Board, DOC, and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED, by and among the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:

- a. Since May 30, 1991, I have been employed by DOC, most recently as a Deputy Warden in Command. As such, I am a "public servant" within the meaning of and subject to Chapter 68.
- b. DOC maintains an extensive vehicle fleet including approximately one hundred "take-home vehicles." These vehicles are assigned to employees at DOC's discretion, to be used in performance of their official duties and to commute between their residence and work. I live on Long Island, New York, and have a take-home vehicle assigned to me.
- c. During 2016, I used my assigned DOC take-home vehicle to make twenty-two (22) personal trips that were unrelated to my commute and had no DOC purpose. The dates and destinations of those twenty-two (22) instances of personal travel are as follows:

- i. June 12: Shopping Mall, Garden City, New York.
- ii. July 2: Shopping Mall, Garden City, New York.
- iii. July 16: Shopping Mall, Garden City, New York.
- iv. July 24: Shopping Malls, Valley Stream, New York, and Garden City, New York.
- v. July 30: Staten Island, New York.
- vi. July 31: Shopping Mall, Garden City, New York.
- vii. August 6: Shopping Mall, Garden City, New York.
- viii. August 20: Shopping Mall, Hicksville, New York.
- ix. August 27: Shopping Mall, Garden City, New York.
- x. September 3: Shopping Mall, Westbury, New York.
- xi. September 4: Shopping Mall, Garden City, New York.
- xii. September 18: Shopping Mall, Garden City, New York.
- xiii. October 1: Shopping Mall, Garden City, New York.
- xiv. October 1: Williamsburg, Brooklyn, New York.
- xv. October 8: Shopping Mall, Westbury, New York.
- xvi. October 9: Shopping Mall, Garden City, New York.
- xvii. October 22: Shopping Mall, Garden City, New York.
- xviii. November 2: Shopping Mall, Garden City, New York.
- xix. November 5: Shopping Mall, Westbury, New York.
- xx. November 6: Shopping Mall, Garden City, New York.
- xxi. November 20: Clinton Hill, Brooklyn, New York.
- xxii. November 26: Shopping Mall, Hicksville, New York.

- d. During 2016, I also used my assigned DOC vehicle to regularly transport passengers to and from school once or twice a month.
- e. I acknowledge that, by using my assigned DOC vehicle for personal, non-City purposes, I violated Chapter 68, specifically City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which state respectively:

No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to use City letterhead, personnel, equipment, resources, or supplies for any non-City purpose.

2. Following the commencement of the Board action and Respondent's request to make DOC a party to this resolution, to address the above-described conduct, Respondent agreed to reimburse DOC One Hundred Four Dollars and Thirty-Two Cents (\$104.32), for the mileage incurred on Respondent's assigned DOC vehicle during her instances of personal travel and to forfeit seven days of annual leave, valued at Seven Thousand Nine Hundred and Sixteen Dollars (\$7,916).

3. In determining the penalty in this case, the Board considered Respondent's reimbursement to DOC and forfeiture of annual leave, in addition to the number of instances Respondent drove her assigned DOC vehicle for personal, non-City purposes, the distance she traveled during those instances of personal travel, prior cases in which public servants misused City vehicles for personal travel, and Respondent's high-level position at DOC. The Board concluded that the appropriate penalty in this case is a fine of One Thousand Five Hundred Dollars (\$1,500).

4. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to pay a fine of One Thousand Five Hundred Dollars (\$1,500) to the Board, by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board" at the time of my signing of this Disposition.
- b. I agree that this Disposition is a public and final resolution of the Board's action against me.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest

the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and after having been represented by an attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this Disposition.
- e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

5. The Board accepts this Disposition and the terms contained herein as a final disposition of the above captioned matter only, and affirmatively state that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

Handwritten signature and a circular stamp or seal.

6. This Disposition shall not be effective until all parties have affixed their signatures below.


Dated: April 5, 2018


Melissa Matthews
Respondent

Dated: April 05, 2018


George Okada
Okada Law, LLC
Counsel for Respondent

Dated: April 5, 2018


Heidi Grossman
Deputy Commissioner for Legal Matters/General
Counsel
NYC Department of Correction

Dated: 9/21, 2018


Richard Briffault
Chair
NYC Conflicts of Interest Board