

IN THE MATTER OF LOIS ROSENBLATT
COIB CASE NO. 2016-247
April 28, 2017

SUMMARY: The Queens County Public Administrator hired her son's girlfriend in September 2014 to work at the Queens County Public Administrator's Office ("QCPAO"). In Spring 2015, after they became engaged, the son and his now-fiancé moved in together. The Queens County Public Administrator continued supervising her son's live-in fiancé for approximately one year, providing an indirect benefit to her son in violation of the City's conflicts of interest law. The Board fined the Queens County Public Administrator \$3,000, which penalty took into account the Public Administrator's high-level position as head of the QCPAO, as well as the lack of evidence that she treated her son's live-in fiancé differently than other employees at QCPAO in terms of assignments and pay. *COIB v. Rosenblatt*, COIB Case No. 2016-247 (2017).

STIPULATION AND DISPOSITION:

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

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

IT IS HEREBY AGREED by and between the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. Since January 17, 2002, I have been the Queens County Public Administrator. As such, during this time, I have been and am a "public servant" within the meaning of Chapter 68.
 - b. As the Queens County Public Administrator, I and my deputy are responsible for all hiring decisions at the Queens County Public Administrator's Office ("QCPAO"), and I am the superior of its approximately sixteen employees.
 - c. In September 2014, I recommended and approved the hiring of my son's girlfriend as a Decedent Property Agent. In October 2014, she and my son became engaged. From spring 2015 until June 2016, my son's fiancé lived with my son in his Queens home while working at QCPAO.
 - d. From Spring 2015 through June 2016, I supervised my son's live-in fiancé. My supervision of her included but was not limited to providing guidance regarding the performance of her work, ensuring that cases proceed without bottlenecking,

and approving salary raises and other changes in terms and conditions of her employment.

- e. In June 2015, I authorized a discretionary salary increase for my son's live-in fiancé from approximately \$38,000 to approximately \$40,000. The amount of her raise was in line with salary increases received by all staff at QCPAO.
- f. In June 2016, when I became aware of my Chapter 68 violation, my son's fiancé resigned her employment with QCPAO.
- g. I acknowledge that, by supervising my son's live-in fiancé and authorizing a salary increase for her, I indirectly benefited my son, a person with whom I am associated, in violation of City Charter § 2604(b)(3), which states:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

2. The Board is aware of no evidence that Respondent, once her son began living with his fiancé, treated the fiancé differently than other employees at QCPAO in terms of assignments and salary increases. The Board considered this factor, along with Respondent's position at the head of QCPAO, in determining that the appropriate penalty in this case is a fine of Three Thousand Dollars (\$3,000.00).

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

- a. I agree to pay a fine of Three Thousand Dollars (\$3,000.00) 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."
- b. I agree that this Disposition is a public and final resolution of the Board's charges 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.

4. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states 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.

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

Dated: March 8, 2017

_____/s/
Lois Rosenblatt
Respondent

Dated: March 13, 2017

_____/s/
Arnold N. Kriss
Law Offices of Arnold N. Kriss
Counsel for Respondent

Dated: April 28, 2017

_____/s/
Richard Briffault
Chair
NYC Conflicts of Interest Board