

**IN THE MATTER OF DASHAWN LEGGETT
COIB CASE NO. 2015-642
DECEMBER 16, 2016**

SUMMARY: In a three-way settlement with the Board and the New York City Department of Health and Mental Hygiene (“DOHMH”), a Supervising Exterminator agreed to serve a forty-day suspension without pay, valued at approximately \$4,867, for driving a DOHMH vehicle while off duty to a bar, then, approximately seven hours later, and now impaired, causing a multi-car accident that rendered the DOHMH vehicle unrepairable and inoperable. The City’s conflicts of interest law prohibits using City resources, such as a City vehicle, for any non-City purpose. *COIB v. Leggett*, COIB Case No. 2015-642 (2016).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Department of Health and Mental Hygiene (“DOHMH”) served disciplinary charges against Dashawn Leggett (“Respondent”), pursuant to Section 75 of the Civil Service Law, alleging violations of Chapter 68 of the City Charter (“Chapter 68”) and the DOHMH Standards of Conduct; and

WHEREAS, given that related disciplinary charges were pending at DOHMH, the New York City Conflicts of Interest Board (the “Board”) referred this matter to DOHMH pursuant to Section 2603(e)(2)(d) of Chapter 68; and

WHEREAS, the Board, DOHMH, and Respondent wish to resolve these matters 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 September 15, 1997, I have been employed by DOHMH, most recently as a Supervising Exterminator. As such, I am and have been a public servant within the meaning of and subject to Chapter 68.
- b. On or about February 26, 2015, at approximately 3:30 p.m., without authorization or a City purpose, I drove a DOHMH vehicle to a bar. I remained at the bar until approximately 11:00 p.m., at which time I drove the DOHMH vehicle while impaired and caused a multi-vehicle accident that resulted in the City vehicle becoming unrepairable and inoperable.
- c. I acknowledge that, by using a DOHMH vehicle for a personal, non-City purpose, 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. [City Charter § 2604(b)(2)]

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. [Board Rules § 1-13(b)]

- d. On or about May 9, 2016, DOHMH served me with disciplinary charges, pursuant to Section 75 of the Civil Service Law, relating to the above-described conduct. I acknowledge that my above-described conduct violated the DOHMH Standards of Conduct, as set forth in the DOHMH disciplinary charges.

2. DOHMH determined that a forty (40) day suspension without pay, valued at approximately \$4,867, is the appropriate penalty to resolve this matter.

3. The Board accepts Respondent's suspension without pay as sufficient penalty for the violation of Chapter 68 cited above and imposes no additional penalty.

4. Respondent agrees to the following:

- a. I accept this determination and agree to serve a forty (40) day suspension, valued at approximately \$4,867, on dates to be determined by DOHMH.
- b. I agree that this Disposition is a public and final resolution of the DOHMH charges and 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, or DOHMH 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 DOHMH, 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 or DOHMH; 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 and DOHMH accept 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 or DOHMH against Respondent based upon the facts and circumstances set forth herein, except that the Board and DOHMH shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

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

Dated: November 30, 2016

_____/s/
DaShawn Leggett
Respondent

Dated: November 30, 2016

_____/s/
Daniel R. Bright
Lichten & Bright, P.C.
Attorney for Respondent

Dated: November 30, 2016

_____/s/
Rose Tessler
Director, Employment Law Unit
NYC Department of Health and Mental Hygiene

Dated: December 16, 2016

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