

THE CITY OF NEW YORK  
CONFLICTS OF INTEREST BOARD

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<i>In the Matter of</i>	:	
	:	<b><u>DISPOSITION</u></b>
DINO AMOROSO	:	COIB Case No. 2013-771a
	:	
Respondent.	:	
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**WHEREAS**, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of the City of New York’s conflicts of interest law, Chapter 68 of the New York City Charter (“Chapter 68”), against Dino Amoroso (“Respondent”); and

**WHEREAS**, the Board 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. From July 1, 2011, to January 1, 2014, I was employed by the Office of the Kings County District Attorney (“KCDA”) as Deputy District Attorney. Throughout that time, I was a “public servant” within the meaning of and subject to Chapter 68.
- b. From April 15, 2013, through September 19, 2013, I used my KCDA email account and my KCDA computer to perform volunteer work for the re-election campaign of then Kings County District Attorney Charles Hynes (“the Campaign”), often during hours I was required to perform work for KCDA.
- c. On Monday, April 15, 2013, Thursday, April 18, and Friday, April 19, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to prepare Hynes for a Campaign television appearance on NY1, by exchanging several emails with Hynes, KCDA Consultant Mortimer Matz, and KCDA’s Public Information Officer Jerry Schmetterer regarding talking points, narrative, and suggested thematic responses Hynes could give in his interview with Errol Lewis.

- d. On Tuesday, July 2, 2013, Monday, July 8, 2013, and Monday, August 5, 2013, I used my KCDA email account and my KCDA computer, sometimes during my KCDA work hours, to review and provide analysis of Campaign canvass reports to Hynes.
- e. On Thursday, July 18, 2013, during non-work hours, I used my KCDA email account to exchange three email with Hynes relating to his meeting with the Carib News Editorial Board and his desire that I attend Campaign Manager Dennis Quirk's Thursday morning strategy meetings for the remainder of the Campaign.
- f. On Tuesday, July 23, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to respond to an email from Hynes, in which he discussed a possible Labor Day rally, Get Out The Vote ("GOTV") coordination, and fundraising for the Campaign, and repeated his request that I attend campaign strategy meetings.
- g. On Tuesday, August 13, 2013, during non-work hours I used my KCDA email account to exchange approximately nine emails with Hynes regarding his debate performance.
- h. On Wednesday, August 14, 2013, during my KCDA work hours, I used my KCDA email account and my KCDA computer to email consultant Mortimer Matz regarding a news article about Kenneth Thompson's law firm, stating "Forward this to [Tom] Robbins," who was a journalist performing opposition research for the Campaign regarding Thompson's law practice.
- i. On Friday, August 16, 2013, during non-work hours, I used my KCDA email account to answer a Hynes email regarding whether the Campaign had mailed absentee ballots to Brooklyn voters serving in the military and whether the Campaign's pollers had interviewed Brooklyn voters from Pakistan, Bangladesh, and Yemen.
- j. On Wednesday, September 11, 2013, and Thursday, September 19, 2013, during non-work hours I used my KCDA email account to reply to an email from Hynes requesting my opinion as to his chances of winning at the general election on the Republican line, in which I stated, in part, "if the Republicans or independent entities, that are now covered by the Citizens United decision want to spend money on your behalf it would have to be significant," "the registration of Brooklyn voters is not in your favor," and "a strategic plan to spend 1.5 to 2 M on a media campaign could produce the desired results."
- k. I acknowledge that, by performing work for the Campaign at times when I was required to perform work for KCDA, I used City time for a non-City purpose in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), 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 pursue personal and private activities during times when the public servant is required to perform services for the City.

1. I acknowledge that, by performing work for the Campaign using my KCDA email account and my KCDA computer, I used City resources for a non-City purpose in violation of City Charter § 2604(b)(2), cited above, pursuant to Board Rules § 1-13(b), which states:

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. The Board considered prior cases in which public servants misused a comparable amount of City time and resources for political campaigns; that the Respondent engaged in these improper activities at the request of his superior, the Kings County District Attorney; Respondent's high-level position as KCDA Deputy District Attorney; and, that the Respondent has credibly represented that he regularly worked well in excess of his City work hours on KCDA matters, in determining that the appropriate penalty in this case is a fine of Four Thousand Five Hundred Dollars (\$4,500)

3. Respondent agrees to the following:

- a. I agree to pay a fine of Four Thousand Five Hundred Dollars (\$4,500) to the Board by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," at the time of my signing this Disposition.
- b. I agree that this Disposition is a public and final resolution of the Board's charges against me.
- d. 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 of 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 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.

- e. 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.
- f. 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: June 4, 2018



Dino G. Amoroso  
Respondent

Dated: June 4, 2018



Dianne E. Malone  
Amoroso & Associates, P.C.  
Counsel for Respondent

Dated: 8/22, 2018



Richard Briffault  
Chair  
NYC Conflicts of Interest Board