

DOCKET NUMBER 2007-9	)	OFFICE OF STATE ETHICS
	)	
IN THE MATTER OF A	)	18-20 TRINITY STREET
	)	
COMPLAINT AGAINST	)	HARTFORD, CT 06106
	)	
<u>REGINALD F. ALLARD, JR.</u>	)	MARCH 20, 2008

**STIPULATION AND CONSENT ORDER**

Pursuant to the Code of Ethics, Conn. Gen. Stat. §§ 1-79, et seq., Thomas K. Jones, Ethics Enforcement Officer for the Office of State Ethics (“OSE”), issued a complaint (“Complaint”) against the respondent Reginald F. Allard, Jr. (“Allard” or “Respondent”) alleging violations of the Code of Ethics, Connecticut General Statutes §1-84(c) and §1-88(d). Based on the findings of an investigation by the Enforcement Division of the OSE, the Ethics Enforcement Officer believes that the Respondent used his state position to obtain financial gain for himself. Further, the Ethics Enforcement Officer believes that the Respondent knowingly acted in his own financial interest and/or knowingly received a financial advantage resulting from his use of his state position for financial gain for himself. At the time that the alleged violations occurred, the Respondent was employed by the State of Connecticut Police Officer Standards and Training Council (“POST”) as a Training Officer.

The Parties have entered into this Stipulation and Consent Order following issue of the Complaint, but without adjudication of any issue of fact or law herein. This Stipulation and Consent Order relates to, and resolves the specific allegations of the Complaint in this matter, issued June 6, 2007, and resolves all other alleged violations of §1-84(c), known by the State at this time, that may have occurred prior to September 1, 2007.

## **I. STATE'S POSITION**

Based upon the Ethics Enforcement Officer's investigation, the Ethics Enforcement Officer was prepared to demonstrate at a probable cause hearing:

1. At all times relevant hereto, the Respondent was employed by the State of Connecticut as a Training Officer for POST and was a "State Employee" as is defined in Conn. Gen. Stat. § 1-79(m) (formerly Conn. Gen. Stat. § 1-79(1)).

2. At all times relevant hereto, the Respondent also was self-employed as a police standards and procedures "expert witness" and held himself out to the public as an "expert" on proper police procedures based, in whole or in part, on his state position at POST.

3. At all times relevant hereto, the Respondent owned and operated 13<sup>th</sup> Juror, LLC ("13<sup>th</sup> Juror"), a company through which he solicited purchasers of his police expert and expert witness services for a fee.

4. At all times relevant hereto, the Respondent also owned and operated H.A.R.T., LLC ("H.A.R.T."), a company through which he solicited purchasers of his police expert and expert witness services for a fee.

5. At all times relevant hereto, the Respondent operated two websites and controlled the content thereon, with addresses to those sites being <http://www.13thJuror.com> and <http://www.expertcop.com>.

6. On the [expertcop.com](http://www.expertcop.com) website, the Respondent advertised himself as an "Expert Witness & Police Consultant," and, in doing so, provided his Curriculum Vitae on the website as well. The Respondent's Curriculum Vitae included the Respondent's

current position as a Training Officer for the “Connecticut Police Academy- P.O.S.T.” from December of 1984 to the Present.

7. On the expertcop.com website, the Respondent also provided a link to the Connecticut Police Academy website, where the Respondent is listed as a Training Officer.

8. On or about June 2002, Connecticut Assistant Attorney General Sharon A. Scully solicited an opinion from the State Ethics Commission regarding whether it would constitute a violation of the Ethics Code for Public Officials (and state employees) for the Respondent to accept outside employment as an expert witness against the State.

9. On or about July 29, 2002, Attorney Scully received an informal staff attorney opinion letter from the State Ethics Commission advising her that it would constitute a use of the Respondent’s state position for financial gain should he accept payment for the expert witness services that he was rendering to his client. In part, the letter to Attorney Scully stated,

...[I]t is apparent from his resume that Mr. Allard has significant experience testifying as an expert witness. However, it is equally apparent that Mr. Allard’s position with the State will add credibility to his work for [his client], especially where, as in this case, [Allard’s client] is making a claim against Mr. Allard’s ultimate employer, the State of Connecticut. Consistent with that notion, there is little doubt in my mind that at least *one* of the reasons that [Allard’s client] hired Mr. Allard is because of his State position, e.g., his State position adds credibility to his testimony in support of a claim against the state. Additionally, while it is perhaps more likely that [Allard’s client] located Mr. Allard as a potential expert from another attorney’s referral or an expert witness service, it is certainly a possibility that it located him from simply looking at the P.O.S.T. website whereon Mr. Allard is listed as a Training Officer (as well as one of the two

people listed on every web page to contact about the POST website).

10. The letter from the State Ethics Commission to Attorney Scully also stated, in part,

Additionally, I note that Mr. Allard's own website, ExpertCop.com, refers to his affiliation with the Connecticut State Police Academy and POST, and even offers a link to the POST website. While it is, of course, permissible for one to identify his state employment on his resume, in order to avoid a violation of the Code's use of office provision, one should not reference his or her state affiliation/position in any solicitation of private, outside employment.

11. A copy of the above letter was sent to the Respondent in 2002.

12. Following receipt of the letter from the Ethics Commission, the Respondent continued to reference his state position in solicitations of private employment.

13. In 2005, the Respondent was hired to produce an expert opinion report ("the Scheno Report") relative to the Connecticut case of Scheno, et al. v. Kelly, et al. (Docket No. 3:05cv4) (hereinafter "the Scheno case").

14. In the Scheno report, the Respondent identifies himself in the first sentence as being "currently employed by the State of Connecticut as a Training Officer" for POST, and having held that position for the past 21 years.

15. In the Scheno report, the Respondent states in the first paragraph that his "primary duties at the Connecticut Police Academy encompass training recruit and in-service police personnel in Laws of Arrest, Firearms, Shooting Decisions, Felony Stop

Protocols, Police Discretion/Decision-Making, SWAT Procedures, Officer Safety, and use of deadly and non-deadly force.”

16. The Respondent was paid a fee of \$2,750 for his work in the Scheno case.

17. In 2006, the Respondent was hired as an expert witness in a case before the State of Connecticut Board of Mediation & Arbitration, captioned City of Meriden v. AFSCME Council 15, Local 1016 (Case No. 2006-A-0514) (hereinafter “the City of Meriden case”).

18. The Respondent testified on July 25, 2006 on behalf of the City of Meriden. During his testimony, the Respondent identified his current position with the state as a full-time training officer at the Connecticut Police Academy in Meriden where he has been since December of 1984.

19. While testifying on July 25, 2006 in the City of Meriden case, the Respondent extensively described the courses and standards he taught students as a training officer for POST, and also described the methods by which he teaches recruits and other police as a training officer for POST.

20. During his testimony on July 25, 2006, the Respondent answered questions based on the training he provides as a training officer for the Connecticut Police Academy.

21. The Respondent was paid a fee of \$5,075 for his preparation, testimony and other services in the City of Meriden case.

22. By using his current state position to establish himself as an expert witness and/or by answering questions based upon his current state position, the Respondent

added credibility to his client's case and therefore used his state position to obtain financial gain for himself and, in doing so, violated General Statutes § 1-84(c).

23. In each of the Scheno and City of Meriden cases, the Respondent knowingly received a financial advantage of \$2,750 and \$5,075 respectively.

## **II. RESPONDENT'S POSITION**

1. Respondent disputes the claims set forth above and he denies any violation of the Code of Ethics.

2. Respondent agrees to the terms of this Stipulation and Consent Order, and agrees to be bound by its terms, solely to avoid the time, burden and expense of a protracted dispute.

**NOW THEREFORE**, the Ethics Enforcement Officer of the Connecticut Office of State Ethics and the Respondent hereby enter into this Stipulation and Consent Officer and hereby agree as follows:

## **III. JURISDICTION**

1. The Ethics Enforcement Officer is authorized to investigate the Respondent's employment practices, to issue a Complaint against the Respondent, and to enter into this Stipulation and Consent Order.

2. The provisions of this Stipulation and Consent Order apply to and are binding upon the undersigned Parties.

3. The Respondent hereby waives all objections and defenses to the jurisdiction of the Ethics Enforcement Officer over matters addressed in this Stipulation and Consent Order.

4. The Respondent waives any rights he may have under Conn. Gen. Stat. §§ 1-80, 1-82, 1-82a, 1-87 and 1-88, including the right to a hearing or appeal in this case, and agrees with the Ethics Enforcement Officer to an informal disposition of this matter as authorized by Conn. Gen. Stat. § 4-177(c).

5. The Respondent consents to jurisdiction and venue in the Connecticut Superior Court, Judicial District of Hartford, in the event that the State of Connecticut seeks to enforce this Stipulation and Consent Order. The Respondent recognizes that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Stipulation and Consent Order, including the authority to award equitable relief.

#### **IV. REPRESENTATIONS AND WARRANTIES**

1. At all times relevant hereto, the Respondent has been advised of, and has understood, his right to counsel and has had the opportunity throughout to be represented by counsel of his choosing.

2. The Respondent is represented by counsel.

3. On September 1, 2007, the Respondent resigned from state service and has not since been a state employee.

4. The Respondent represents that he has sufficient funds to timely satisfy the financial responsibilities set forth in this Stipulation and Order, and is able to make all payments pursuant to this Stipulation and Order in the manner set forth herein, and as set forth in the Payment Schedule attached hereto as Exhibit 1.

5. The Respondent warrants that the representations made by him herein are true and accurate and that, if any such representation is at any time found by the Board or a court of competent jurisdiction to be false, the Office of State Ethics may, at its sole

discretion, (1) revoke this Stipulation and Order and proceed under its original Complaint; (2) enforce this Stipulation and Order and seek any civil or equitable remedy available to it for violation hereof; and/or (3) initiate any additional action or proceeding as necessary to ensure compliance with the law. In the absence of any revocation of this Stipulation and Order by the Office of State Ethics, the Respondent warrants that he will continue to abide by the injunctive relief set forth herein.

#### **V. ORDER**

**NOW THEREFORE**, pursuant to Conn. Gen. Stat. § 4-177(c), the Office of State Ethics hereby **ORDERS** and Respondent Reginald Allard agrees, that:

1. Pursuant to General Statutes § 1-88(a)(1), the Respondent will heretofore cease and desist from any future violation of General Statutes § 1-84(c).
2. The Respondent will cease and desist from lobbying, as that term is defined in General Statutes § 1-91(k), POST on behalf of himself or another party until (1) September 2, 2008, or (2) the date upon which all financial obligations set forth herein have been made, whichever occurs later.
3. While the Respondent is engaged by, or under contract with, the State, the Respondent will cease and desist from using the authority provided to him under the contract, or any confidential information acquired by him in the performance of the contract, to obtain financial gain for himself, his employees, or the members of his or his employees' immediate family. Provided, however, that this Order shall not prohibit the Respondent from testifying accurately and truthfully pursuant to Federal Rules of Civil Procedure 26(a)(2)(B)(v) and/or similar state court rules or requirements so long as no confidential information is divulged in violation of General Statutes § 1-84(c).



4. The Respondent will cease and desist from seeking or entering into any contract for expert witness services with any party who is, or will be, involved in any litigation against the State of Connecticut or its employee(s) until (1) September 2, 2008, or (2) the date upon which all financial obligations set forth herein have been made, whichever occurs later.

5. Pursuant to General Statutes § 1-88(a)(3), the Respondent will pay civil penalties to the State in the amount of \$10,000 for his alleged violation of General Statutes § 1-84(c) in the Scheno matter.

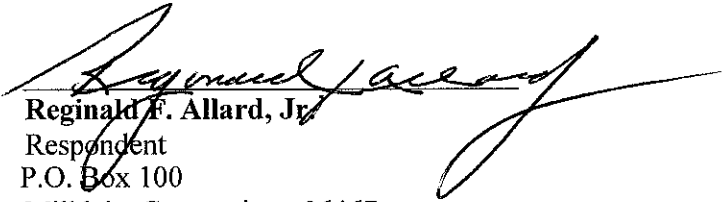
6. Pursuant to General Statutes § 1-88(a)(3), the Respondent will pay civil penalties to the State in the amount of \$10,000 for his alleged violation of General Statutes § 1-84(c) in the City of Meriden matter.

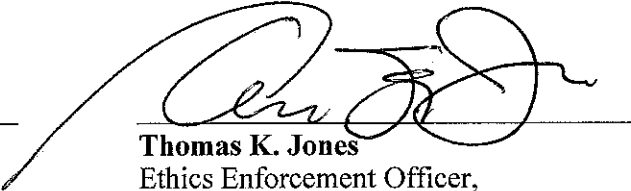
7. Pursuant to General Statutes § 1-88(d), the Respondent will pay \$2,750 in damages to the State, which amount the State contends is the financial advantage gained by the Respondent in the Scheno matter.

8. Pursuant to General Statutes § 1-88(d), the Respondent will pay \$5,075 in damages to the State, which amount the State contends is the financial advantage gained by the Respondent in the City of Meriden matter.

9. The Respondent will henceforth timely notify the Ethics Enforcement Officer prior to re-entering state service as a “state employee” (as defined in General Statutes § 1-79(m)), should he ever desire to re-enter state service.

**WHEREFORE**, the Ethics Enforcement Officer and the Respondent hereby execute this Stipulation and Consent Order dated March 20, 2008.

Dated: April 7, 2008   
Reginald F. Allard, Jr.  
Respondent  
P.O. Box 100  
Milldale, Connecticut 06467

Dated: April 8, 2008   
Thomas K. Jones  
Ethics Enforcement Officer,  
Enforcement Division,  
State of Connecticut Office of State Ethics  
18-20 Trinity Street  
Hartford, CT 06106  
(860)566-4472

**EXHIBIT 1 – PAYMENT SCHEDULE**

The Respondent will make the following payments to the State in the following manner:

1. This Exhibit 1 is included with the Stipulation and Consent Order by reference and is subject to the terms thereof.
2. All payments set forth herein shall be made by certified or bank check, made payable to the Office of State Ethics.
3. All payments set forth herein shall be hand-delivered, or sent via certified mail, return receipt requested, or by overnight delivery, to the Office of State Ethics, attn: Thomas Jones, 18-20 Trinity Street, Hartford, CT 06106.
4. Each payment set forth herein shall be received by the Office of State Ethics on or before the date on which the payment is due.

Payment Amount	Due Date
\$6,000.00	On or before entry of the Stipulation and Consent Order
\$6,000.00	On or before April 18, 2008
\$6,000.00	On or before May 16, 2008
\$6,000.00	On or before June 13, 2008
\$3,825.00	On or before July 11, 2008