

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 23-0015

IN THE MATTER

OF

JOHN AVELAR

DISPOSITION AGREEMENT

The State Ethics Commission (“Commission”) and John Avelar (“Avelar”) enter into this Disposition Agreement pursuant to Section 3 of the Commission’s *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On March 23, 2023, the Commission initiated a preliminary inquiry, pursuant to G.L. c. 268B, § 4(a), into possible violations of the conflict of interest law, G.L. c. 268A, by Avelar. On July 20, 2023, the Commission concluded its inquiry and found reasonable cause to believe that Avelar violated G.L. c. 268A, §§ 23(b)(2)(i) and 23(b)(2)(ii).

The Commission and Avelar now agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Avelar joined the Sharon Police Department (“SPD”) as a dispatcher in 2018. He became a part-time reserve police officer, then a full-time police officer in 2019, and graduated from the Police Academy in 2020.



2. The SPD is one of many local police departments whose officers work security details at Gillette Stadium during New England Patriots (“Patriots”) football games.

3. On Thursday, December 1, 2022, the Patriots hosted the Buffalo Bills for a game starting at 8:15 P.M.

4. Several weeks before the game, Avelar asked SPD Officer Robert Awad, who was planning to work the game security detail, to get Avelar and his friend into the Putnam Club during the game.

5. The Putnam Club is a high-end indoor suite at Gillette Stadium where fans can watch the game from indoors, enjoy upscale food and drinks, and access exclusive outdoor seating.

6. Entrance to the Putnam Club requires the proper ticket and wristband.

7. Putnam Club tickets are available to the general public only as part of season ticket packages, ranging from \$6,000 to \$10,000 per season. The Patriots do not sell single-game Putnam Club tickets to the general public. Season ticket holders may sell their Putnam Club tickets on a secondary reseller market.

8. Awad joined the SPD in February 2022. During the relevant time, Awad was in the one-year probationary period required of all new SPD officers.



9. During the relevant time, Avelar and Awad worked the same SPD shift twice weekly. During one such shift, Avelar was assigned to respond as back-up for other officers including Awad. Avelar also trained Awad once or twice, and offered Awad work-related advice.

10. Awad agreed to help get Avelar and Avelar's friend into the Putnam Club during the December 1, 2022 game ("the game").

11. Avelar did not have tickets to the Putnam Club for the game.

12. Awad knew that Avelar did not have tickets to the Putnam Club for the game.

13. On the night of the game, Awad met Avelar and Avelar's friend outside the stadium before the game. Awad was working in full SPD uniform.

14. Awad escorted Avelar and Avelar's friend into the Putnam Club lobby. The door was manned by a security team member who checks tickets to ensure guests are in the right place. Awad told the security team member that Avelar and Avelar's friend were "with [him]" and that Avelar was an off-duty police officer. Without showing tickets to the doorman, they proceeded further into the Club lobby to the turnstiles, where a second security team member checks tickets for entry and a third security team member gives out wristbands to guests with proper tickets.



15. Awad also told the ticket checker inside the lobby that Avelar was a police officer, and then escorted Avelar and his friend up the escalator into the Putnam Club.

16. Avelar and his friend did not show tickets or receive wristbands to gain entrance to the Putnam Club.

17. After escorting Avelar and Avelar's friend into the Putnam Club, Awad began to leave the Putnam Club for his security detail post.

18. A security team supervisor, who had witnessed the three enter the Club, followed them up the escalator and caught up with Awad several minutes later. She told Awad that Avelar and Avelar's friend must leave the Putnam Club.

19. Awad called Avelar on his cell phone twice to let him know that he and his friend must leave the Putnam Club. Avelar initially attempted to walk away from where Awad and security were waiting for him and his friend.

20. Avelar and his friend left the Putnam Club within approximately fifteen minutes of their entering the Club.

21. When asked by stadium security personnel to show their tickets, Avelar falsely stated that he had purchased tickets that were on his cell phone, but his phone had died.

22. Avelar and his friend then exited the Putnam Club using stairs that led to the stadium's 100's section concourse.

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23. After leaving the Putnam Club, Avelar used his cell phone to purchase two tickets in section 304 at 8:04 p.m., approximately one and a half hours after Avelar attempted to enter the Club with his friend.

24. The SPD investigated the incident. Avelar was suspended for five days without pay, losing \$1,283.55. In addition, Avelar forfeited his traffic specialty stipend for two months. The SPD also prohibited Avelar from working details at Gillette Stadium “until further notice.”

Conclusions of Law

Section 23(b)(2)(ii)

25. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

26. The Sharon Police Department is a municipal agency as defined by G.L. c. 268A, § 1(f). As an SPD police officer, Avelar is a municipal employee as defined by c. 268A, § 1(g).

27. Entrance to the Putnam Club is a privilege of substantial value as it requires tickets costing well in excess of \$50.

28. Entrance to the Putnam Club on December 1, 2022, was an unwarranted privilege for Avelar and his friend because they did not have the tickets required to enter.

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29. Entrance to the Putnam Club without tickets on December 1, 2022, was not properly available to individuals in the same situation as Avelar and his friend.

30. Therefore, by asking Awad, a junior fellow SPD police officer still working on probation as a new officer, to get him and his friend into the Putnam Club without tickets and by entering the Club without tickets after Awad identified him to security as a police officer, Avelar knowingly or with reason to know used his official position as an SPD officer to secure for himself and his friend an unwarranted privilege of substantial value that was not properly available to similarly situated individuals. In so doing, Avelar violated § 23(b)(2)(ii).

Section 23(b)(2)(i)

31. Section 23(b)(2)(i) prohibits a municipal employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value which is not otherwise authorized by statute or regulation, for or because of his official position.

32. On December 1, 2022, Avelar knew or had reason to know that he and his friend were being allowed into the Putnam Club without tickets for or because of his official position as a police officer given that he gained entrance to the Club by being escorted into it at his request by a fellow police officer working the game security detail in full SPD uniform who informed Club security personnel that Avelar and Avelar's friend were "with [the officer]" and invoked Avelar's position as a police officer.

33. As stated above, entrance to the Putnam Club was a privilege of substantial value for Avelar and Avelar's friend.

34. Avelar's solicitation and receipt of entrance to the Putnam Club without tickets for himself and his friend was not authorized by statute or regulation.

35. Therefore, by, as described above, soliciting through Awad and gaining entrance to the Putnam Club without tickets for himself and his friend, Avelar knowingly solicited and received something of substantial value which was not authorized by statute or regulation, for or because of his official position as an SPD police officer. In so doing, Avelar violated § 23(b)(2)(i).

Disposition

In view of the foregoing violations of G.L. c. 268A by Avelar, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the following terms and conditions agreed to by Avelar:

- (1) that Avelar pay to the Commonwealth of Massachusetts, with such payment to be delivered to the Commission, the sum of \$8,000 as a civil penalty for violating G.L. c. 268A, §§ 23(b)(2)(ii) and 23(b)(2)(i); and
- (2) that Avelar waive all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the findings of fact, conclusions of law and terms and conditions contained in this Agreement.

