

BRADLEY D. BILLHIMER
Ocean County Prosecutor

JOSEPH F. MITCHELL
Chief of Detectives



MICHAEL T. NOLAN, JR.
First Assistant Prosecutor

ROBERT J. ARMSTRONG
Deputy First Assistant Prosecutor

OFFICE OF THE PROSECUTOR

Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
732-929-2027

September 30, 2021

Anonymous

Via OPRA Machine: opra+request-26161-65547907@requests.opramachine.com

RE: Open Public Records Act (OPRA) Request
Evan Androcy v. Office of the Ocean County Prosecutor; Township of Lacey,
New Jersey; Lacey Township Police Department,
OCN L-2429-21

Dear Sir/Madam:

Enclosed please find the document pursuant to your request made under the New Jersey Open Public Records Act (OPRA).

If I can be of further assistance, please contact me at 732-929-2027, x3135.

Yours very truly,

Dina R. Khajezadeh

Dina R. Khajezadeh
Assistant Prosecutor

DRK/dp

Enclosure

GALANTUCCI & PATUTO, ESQS.
David J. Altieri, Esq.; Attorney No. 028322009
21 Main Street, Suite 151
Court Plaza South – West Wing
Hackensack, New Jersey 07601
Telephone: (201) 646-1100
Facsimile: (201) 343-4689
dja@gpesq.com
Attorneys for Evan Androcy

EVAN ANDROCY,

Plaintiff,

v.

OFFICE OF THE OCEAN COUNTY
PROSECUTOR; TOWNSHIP OF
LACEY, NEW JERSEY; LACEY
TOWNSHIP POLICE DEPARTMENT;

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: OCEAN COUNTY

DOCKET NO.: OCN-L-_____-21

CIVIL ACTION

**VERIFIED COMPLAINT
AND JURY DEMAND**

Plaintiff Evan Androcy (hereafter “Plaintiff”), by and through his attorneys, Galantucci & Patuto, Esqs., by way of Verified Complaint against Defendants, the Office of the Ocean County Prosecutor’s Office, the Township of Lacey, and the Lacey Township Police Department (hereafter “Defendants” collectively), alleges as follows:

THE PARTIES

1. Plaintiff is a resident of Forked River, New Jersey and is formerly a seventeen (17) year veteran of the Lacey Township Police Department (the “Department”).
2. Defendant Office of the Ocean County Prosecutor is the Chief Law Enforcement Agency in Ocean County, New Jersey.
3. The Township of Lacey is a municipality incorporated in Ocean County, New Jersey.

4. The Lacey Township Police Department is a municipal police department serving the communities of Forked River, Lanoka Harbor, and Bamber Lake, New Jersey.

NATURE OF THE ACTION

5. Plaintiff first seeks equitable relief in the form of this Court compelling the Office of the Ocean County Prosecutor to remove Plaintiff from the so-called “Brady/Giglio list” and to rescind its March 2, 2021 letter to the Lacey Township Police Department. In turn, Plaintiff seeks specific performance on the agreement between Plaintiff and the Township of Lacey dated March 3, 2019, resulting in his reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission.

6. On December 12, 2017, the Township of Lacey issued a Preliminary Notice of Disciplinary Action (PNDA) suspending Plaintiff from his position as an officer effective “December 14, 2017 and ending after final disposition of FRO (FV-000750-17).”

EXHIBIT A.

7. On December 27, 2017, the Township of Lacey issued a Final Notice of Disciplinary Action (FNDA) terminating Plaintiff from his position as an officer effective “December 14, 2017 and ending after final disposition of FRO (FV-000750-17).”

EXHIBIT B.

8. The matter was then appealed to the Civil Service Commission and assigned Docket No. CSR-02440-18. That matter was resolved by a Stipulation of Settlement (hereafter “Settlement”) on March 3, 2019. **EXHIBIT C.**

9. The Settlement, in part, provided that: “If within one (1) year of the entry of this settlement, the FRO presently entered against Evan Androcy is dismissed or vacated

then the Township shall place Mr. Androcy on special re-employment list for rehire as a police officer for the first available position.” See EXHIBIT C, p. 2).

10. The Settlement was later approved by Elaine B. Frick, A.L.J. on March 29, 2019.

EXHIBIT D. On May 22, 2019, it was acknowledged by the Civil Service Commission.
EXHIBIT E.

11. The agreement with respect to Plaintiff’s reinstatement was confirmed by the Chief of Police for the Lacey Township Police Department in a letter dated January 19, 2018. **EXHIBIT H.**

12. On February 20, 2020, the FRO against Plaintiff was dismissed. **EXHIBIT F.**

13. On June 17, 2020, Plaintiff was certified to be considered for appointment as a police officer. **EXHIBIT G.**

14. On March 2, 2021, in response to a letter from the Chief of Police for the Lacey Township Police Department sent February 17, 2021, the Ocean County Prosecutor’s Office determined that Plaintiff’s testimony in the FRO proceeding three and one half (3.5) years prior “absolutely places Androcy’s credibility and character in question” and that he “would likely compromise the prosecution of any case that he was involved,” because the Family Court Judge “bluntly stated that he believe (sic) Courtney Androcy’s statement over Evan Androcy’s story.” **EXHIBIT K.** That action was wholly inconsistent with Attorney General Law Enforcement Directive No. 2019-6 dated December 4, 2019 and the case law underlying that Directive, and constitutes a blatant injustice that requires judicial intervention to remedy.

15. On March 16, 2021, the Civil Service Commission removed Plaintiff’s name from the eligibility list due to a “background report.” **EXHIBIT I.**

16. On March 17, 2021, the Chief of Police for the Lacey Township Police Department informed Plaintiff that he would not recommend Plaintiff for reinstatement due to the results of a background investigation. **EXHIBIT J.**

17. On April 5, 2021, Plaintiff timely appealed that determination to the Civil Service Commission, and the matter was docketed under CSC Docket No. 2021-1429.

18. On August 6, 2021, the Civil Service Commission took Final Administrative Action upholding Plaintiff's removal from eligibility for his position within the Lacey Township Police Department based upon the Ocean County Prosecutor's Officer placing Plaintiff on the so-called Brady/Giglio list. **EXHIBIT L.** As a result, Plaintiff's administrative remedies have been exhausted.

19. As a result of the actions of the Ocean County Prosecutor's Office, Plaintiff has not only been denied the benefit of the bargain afforded to him by the Settlement, but he is effectively precluded from gaining employment as a law enforcement officer in any municipality or agency in New Jersey, and likely precluded from doing so in any other jurisdiction.

20. That singular action of the Ocean County Prosecutor's Office constitutes a deprivation of Plaintiff's constitutionally protected liberty interest and property right to his employment in Lacey Township and an impairment of future employability.

COUNT I

21. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 20 of the Verified Complaint as if set forth fully herein;

22. In its actions as aforesaid, impugning Plaintiff's credibility and character without sufficient basis in the Attorney General Law Enforcement Directive No. 2019-6

dated December 4, 2019 and the case law underlying that Directive constitutes an injustice requiring equitable relief;

23. To prevent irreparable harm to Plaintiff, Defendant Ocean County Prosecutor's Office must be compelled to remove Plaintiff from the so-called "Brady/Giglio list" and to rescind its March 2, 2021 letter to the Lacey Township Police Department;

WHEREFORE, Plaintiff demands Judgment against Defendants as follows:

- (A) Removing Plaintiff from the so-called "Brady/Giglio list";
- (B) Rescinding its letter to the Lacey Township Police Department dated March 2, 2021;
- (C) Reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission;
- (D) Awarding Plaintiff counsel fees and costs of suit; and
- (E) For such other relief as the court may deem just and fair.

COUNT TWO

24. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 23 of the Verified Complaint as if set forth fully herein;

25. Plaintiff had a reasonable expectation of economic advantage or benefit belonging to him in the form of his employment;

26. Defendants had knowledge of such expectancy of economic advantage;

27. Defendants wrongfully and without justification interfered with plaintiff's expectancy of economic advantage or benefit;

28. In the absence of the wrongful acts of the defendant it is reasonably probable that the plaintiff would have realized his economic advantage or benefit; and

29. That the plaintiff sustained and will continue to sustain damages in the future as a result thereof;

WHEREFORE, Plaintiff demands Judgment against Defendants as follows:

- (A) Removing Plaintiff from the so-called “Brady/Giglio list”;
- (B) Rescinding its letter to the Lacey Township Police Department dated March 2, 2021;
- (C) Reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission;
- (D) Awarding Plaintiff compensatory, incidental, and consequential damages, as well as counsel fees and costs of suit; and
- (E) For such other relief as the court may deem just and fair.

COUNT THREE

30. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 29 of the Verified Complaint as if set forth fully herein.

- 31. Plaintiff had substantive due process right to his employment;
- 32. Plaintiff had both a liberty interest and property interest in his employment;
- 33. Plaintiff had a constitutionally protectible interest in his reputation and future expectation of, *inter alia*, freedom from the negative effects of libel and slander and economic advantages;

34. The actions of Defendants deprived Plaintiff of said rights in his position with the Lacey Township Police Department and impaired future employability there and elsewhere;

WHEREFORE, Plaintiff demands Judgment against Defendants as follows:

- (A) Removing Plaintiff from the so-called “Brady/Giglio list”;
- (B) Rescinding its letter to the Lacey Township Police Department dated March 2, 2021;
- (C) Reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission;
- (D) Awarding Plaintiff compensatory, incidental, and consequential damages, as well as counsel fees and costs of suit; and
- (E) For such other relief as the court may deem just and fair.

COUNT FOUR

35. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 34 of the Verified Complaint as if set forth fully herein.

36. Plaintiff and Defendant Township of Lacey entered into a Settlement dated March 3, 2019;

37. Defendant Township of Lacey failed to perform on that contract, specifically with respect to Plaintiff’s rehiring;

38. Plaintiff seeks specific performance on the agreement between Plaintiff resulting in his reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission.

WHEREFORE, Plaintiff demands Judgment against Defendants as follows:

- (A) Reemployment with the Lacey Township Police Department upon reinstatement to eligibility by the Civil Service Commission;
- (B) Awarding Plaintiff compensatory, incidental, and consequential damages, as well as counsel fees and costs of suit; and

(C) For such other relief as the court may deem just and fair.

GALANTUCCI & PATUTO, ESQS.
Attorneys for Plaintiff, Evan Androcy

Dated: September 20, 2021 BY: /s/ David J. Altieri, Esq.
DAVID J. ALTIERI, ESQ.

CERTIFICATIONS

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and no other action or arbitration proceeding is contemplated, however, Plaintiff has or will appeal the Final Decision of the Civil Service Commission to the Superior Court, Appellate Division seeking alternative relief.

I further certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JURY DEMAND

Defendant hereby requests a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:5-1 David J. Altieri, Esq., is designated as trial counsel for Defendant in this matter.

GALANTUCCI & PATUTO, ESQS.
Attorneys for Plaintiff, Evan Androcy

Dated: September 20, 2021 BY: /s/ David J. Altieri, Esq.
DAVID J. ALTIERI, ESQ.

VERIFICATION OF PLEADING

1. I, Evan Androcy, am the Plaintiff in the matter captioned above.
2. I have read the foregoing Complaint and on my own personal knowledge I know that the facts set forth herein are true and they are incorporated in this Verification by reference.
3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9-17-21

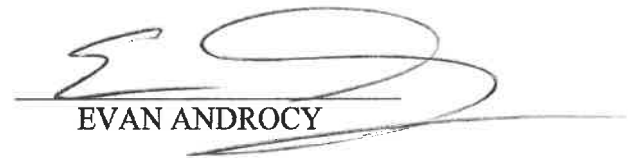

EVAN ANDROCY

EXHIBIT A

Preliminary Notice of Disciplinary Action (31-A) **Civil Service Commission – State of New Jersey**

Instructions for employer: This notice must be served on a permanent employee or an employee serving a working test period in the career service against whom one of the following types of disciplinary action is contemplated: (a) suspension or fine for more than five working days at any one time; (b) suspension or fine for five working days or less where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more; (c) the last suspension or fine where an employee receives more than three suspensions or fines of five working days or less in a calendar year; (d) disciplinary demotion from a title in which the employee has permanent status or received a regular appointment; (e) removal; or (f) resignation not in good standing. A copy of this notice must be sent to the Civil Service Commission. Subsequent to the hearing by the appointing authority, the employee and the Civil Service Commission must be served with the Final Notice of Disciplinary Action.

FROM	Employing Agency Name	Address/Phone Number	808 Lacey Road, Forked River NJ 08731 609-693-6636	Date	12/12/2017
	Lacey Township Police Department				
	Attorney representing your agency should this matter be appealed	Address/Phone number/Email address			
	Brian Winters, Esq.	626 Main Street Bradley Beach, NJ 07720 (732) 774-1212			
TO	Employee Name	Permanent Civil Service Title	Employee Identification Number		
	Evan Androcy	Police Officer (Municipal)	490954		
	Address/Phone Number	2205 Sweetwood Drive Forked River, New Jersey 08731 609-891-7929	Pension Number 1251039		

You are hereby notified that the following charge(s) have been made against you: (If necessary, use additional sheets and attach,

Charges:

4A:2-2.3(3)--Inability to perform duties due to Final Restraining Order FV-15-000750-18 set by Honorable Valter H. Must (Ocean County Superior Court Judge) on November 14, 2017.

Incident(s) giving rise to the charge(s) and the date(s) on which it/they occurred:

On October 30, 2017 Lacey Township Police Department responded to your residence in reference to a Domestic Violence incident involving you (Evan Androcy) and your spouse (Courtney Androcy) at your home located at 123 Frog Hollow Road, Forked River, NJ. At that time, you were found to be the victim of Simple Assault. Complaints on your behalf were signed against Courtney for Simple Assault. Both yourself and your spouse were sent to Ocean County Superior Court in response to mutual requests for Temporary Restraining Orders that Ocean County Superior Court Judge Madelin Einbinder granted on 10/30/17. On November 14, 2017, both you and your spouse responded to Ocean County Superior Court for the final hearing in reference to the TRO on file and met with the Honorable JSC Must.

☐ If checked, charges are continued on attached page.

☒ If checked, incidents are continued on attached page.

☒ You are hereby suspended effective December 14, 2017 indefinitely due to FRO FV-000750-18
 (Check box to indicate if employee is suspended pending final disposition of the matter)

If you desire a departmental hearing before the appointing authority on the above charge(s), notify it within 5 days of receipt of this form. If you request a hearing it will be held on 1/8/2018

at (time) 1:00 p.m. at (place of hearing) 818 Lacey Road Forked River, NJ (Lacey Township Municipal Building)

*Must be a minimum of five days

The following disciplinary action may be taken against you:

- ☐ Suspension for _____ working days, beginning _____ and ending _____
- ☐ Indefinite suspension pending criminal charges effective (date) _____
- ☒ Removal, effective (date) December 14, 2017 and ending after final disposition of FRO (FV-000750-18)
- ☐ Demotion to position of _____ effective (date) _____
- ☐ Resignation not in good standing, effective (date) _____ ☐ Other Disciplinary Action
- ☐ Fine amount which is equal to number (number of working days)

Appointing authority or authorized agent's signature and title.

Signature

Title

This form must be personally served on the employee or sent by certified or registered mail.

☐ Certified or Registered Mail

☒ Receipt Number

☒ Signature of Server

☒ Date of personal service

12/13/2017

Preliminary Notice of Disciplinary Action (31A) Incident Section Continued

On this date (11/14/2017) the Honorable JSC Must determined that the TRO against your spouse (Courtney Androcy) would be dropped and placed a Final Restraining Order against you (Evan Androcy) barring you from possessing any firearms, weapons or ammunition. This FRO remains in effect as of this date and as a matter of law makes it impossible for you to perform your duties and responsibilities as a Lacey Township Municipal Police Officer.

EXHIBIT B

Final Notice of Disciplinary Action (31-B) Civil Service Commission – State of New Jersey

Instructions for employer: This notice must be served on a permanent employee or an employee serving a working test period in the career service after a Departmental hearing (if one is requested) if one of the following types of disciplinary actions is taken: (a) suspension or fine for more than five working days at any one time, (b) suspension or fine for five working days or less where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more, (c) the last suspension or fine where an employee receives more than three suspensions or fines of five working days or less in a calendar year, (d) disciplinary demotion from a title in which the employee has permanent status or received a regular appointment, (e) removal, or (f) resignation not in good standing. If the employee does not request or does not appear at the Departmental hearing, this notice must be served as the final action. A copy of this notice must be sent to the Civil Service Commission and served on the employee by personal service or by certified or registered mail.

FROM	Employing Agency Name Lacey Township Police Department	Address/ Phone Number 808 Lacey Road Forked River, NJ 08731 (609) 693-6636	Date 12/27/2017
	Attorney representing your agency should this matter be appealed Brian Winters, Esq.		Address/Phone number/Email address 626 Main Street Bradley Beach, NJ 07720 (732) 774-1212
	Employee Name Evan Androcy	Permanent Civil Service Title Police Officer (Municipal)	Employee Identification Number 490954
	Address/ Phone Number 2205 Sweetwood Drive Forked River, NJ 08731, (609) 891-7929	Pension Number 1251039	

On 12/13/2017 you were served with a Preliminary Notice of Disciplinary Action (31A) and notified of the pending disciplinary action.

- ☐ You requested a hearing which was held on _____ ☒ You did not request a hearing
- ☐ You requested a hearing and did not appear at the designated time and place

Sustained Charges:

4A:2-2.3(3)—Inability to perform duties due to Final Restraining Order FV-15-000750-18 set by Honorable Valter H. Must (Ocean County Superior Court Judge) on November 14, 2017.

Incident(s) giving rise to the charge(s) and the date(s) on which it/they occurred: On October 30, 2017 Lacey Township Police Department responded to your residence in reference to a Domestic Violence incident involving you (Evan Androcy) and your spouse (Courtney Androcy) at your home located at 123 Frog Hollow Road, Forked River, NJ. At the time, you were found to be the victim of Simple Assault. Complaints on your behalf were signed against Courtney for Simple Assault. Both yourself and your spouse were sent to Ocean County Superior Court in response to mutual requests for Temporary Restraining Orders that Ocean County Superior Court Judge Made Einbinder granted on 10/30/17. On November 14, 2017, both you and your spouse responded to Ocean County Superior Court for the final hearing in reference to the TRO on file and met with the Honorable Valter H. Must.

☐ If checked, charges are continued on attached page.

☒ If checked, incidents are continued on attached page.

The following disciplinary action has been taken against you:

- ☐ Suspension for _____ working days, beginning _____ and ending _____
- ☐ Indefinite suspension pending criminal charges effective (date) _____
- ☒ Removal, effective (date) December 14, 2017 and ending after final disposition of FRO (FV-000750-18)
- ☐ Demotion to position of _____ effective (date) _____
- ☐ Resignation not in good standing, effective (date) _____ ☐ Other Disciplinary Action
- ☐ Fine _____ which is equal to _____ (number of working days)

Appointing authority or authorized agent's signature and title.

Signature [Signature] Title Municipal Clerk/HRM

This form must be personally served on the employee or sent by certified or registered mail.

- ☐ Certified or Registered Mail ☐ Receipt Number _____
- ☒ Signature of Server [Signature] ☒ Date of personal service 12-27-17

APPEAL PROCEDURE TO THE EMPLOYEE: You have the right to appeal within 20 days from receipt of this form. All appeals must include a copy of this form. Pursuant to P.L. 2010, c. 26, effective July 1, 2010 there is a \$20 fee for disciplinary appeals. Please include the required \$20 fee with your appeal. Payment must be made by check or money order only, payable to NJ CSC. Persons receiving public assistance pursuant to P.L. 1947, c.156 (C.44:8-107 *et seq.*), P.L. 1973, c. 256 (C.44:7-85 *et seq.*), or P.L. 1997, c.38 (C.44:10-55 *et seq.*), and veterans as defined by N.J.S.A.11A:5-1 *et seq.* are exempt from this appeal fee. Appeals should be addressed to the Civil Service Commission, P.O. Box 312, Trenton, New Jersey 08625-0312. Any appeal postmarked after the 20 days statutory time limit will be denied. We recommend sending your appeal by certified mail to prove your filing in the event of lost or misdirected mail. Do not give your appeal to your personnel office for forwarding to the Civil Service Commission.

For more information on the rules that govern Major Discipline and the appeals process, please visit our website at www.state.nj.us/csc.

DISTRIBUTION: Employee, Union Representative or Attorney, Management, Civil Service Commission.

When using a form downloaded from the internet you still must provide the indicated above number of copies to all parties.

Preliminary Notice of Disciplinary Action (31B) Incident Section Continued

On this date (11/14/2017) the Honorable JSC Must determined that the TRO against your spouse (Courtney Androcy) would be dropped and placed a Final Restraining Order against you (Evan Androcy) barring you from possessing any firearms, weapons or ammunition. This FRO remains in effect as of this date and as a matter of law makes it impossible for you to perform your duties and responsibilities as a Lacey Township Municipal Police Officer.

EXHIBIT C

Mar. 14. 2019 3:51PM

No. 1211 P. 2

J-1
KBF

TOWNSHIP OF LACEY : OFFICE OF ADMINISTRATIVE LAW
 vs. : ELAINE FRICK, A.L.J.
 : DOCKET NO. CSR-02440-218S
 EVAN ANDROCY : STIPULATION OF SETTLEMENT

RECEIVED
 2019 MAR 14 PM 3:53
 STATE OF NEW JERSEY
 OFFICE OF ADMINISTRATIVE LAW

This **SETTLEMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made on this 3 day of March, 2019, by and between the Township of Lacey (hereinafter referred to as the "Township") and Patrolman Evan Androcy (hereinafter referred to as "Androcy"). The Township and Androcy are collectively referred to as the "Parties."

WHEREAS, the Township served Androcy with a Preliminary Notice of Disciplinary Action ("PNDA"), on December 13, 2017, listing a singular charge and seeking termination of Androcy's employment; and

WHEREAS, the Township served Androcy with a Final Notice of Disciplinary Action on December 27, 2017, terminating Androcy's employment as of December 14, 2017; and

WHEREAS, Androcy appealed the disciplinary action taken against him by the Township with the New Jersey Civil Service Commission on January 5, 2017; and

WHEREAS, the herein dispute between the parties was transmitted to the New Jersey Office of Administrative Law and assigned OAL Docket No. CSR 02440-2018 S on February 7, 2018; and

WHEREAS, this matter having been set for trial on March 25, 2019 before Elaine Frick, A.L.J.; and

WHEREAS, the Parties have consulted with their respective attorneys prior to executing this Agreement and have had an adequate opportunity to consider the Agreement; and

Mar. 14. 2019 3:52PM

No. 1211 P. 3

WHEREAS, the Parties are desirous of settling any disputes among them, including those contained in the PNDA and FNDA set forth above based on the terms and conditions contained in this Agreement; and

WHEREAS, the parties having engaged in extensive negotiations and having reached an agreement to settle this matter and now hereby wish to memorialize the settlement as previously set forth on the record;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree and covenant as follows:

1. Evan Androcy shall resign his position as Police Officer with the Township of Lacey immediately upon entry of this Stipulation. Said resignation shall be in good standing and shall be reported as such to the Civil Service Commission by the Township.
2. Upon said resignation the Township shall withdraw any and all pending disciplinary matters and file the appropriate notices with the Civil Service Commission.
3. If within one (1) year of the entry of this settlement, the FRO presently entered against Evan Androcy is dismissed or vacated then the Township shall place Mr. Androcy on special re-employment list for rehire as a police officer for the first available position.
4. Prior to rehire Evan Androcy shall successfully complete all training, weapon qualification and successfully complete psychological testing.
5. Evan Androcy shall cooperate with the ongoing internal affairs investigation to the best of his ability. The Township acknowledges that there shall not be any further disciplinary action imposed or charges referred as a result of this internal investigation arising from the operative facts surrounding the entry of the FRO.

Mar. 14. 2019 3:52PM

No. 1211 P. 4

6. All accumulated sick, vacation and compensation time shall be escrowed by the Township as of December 13, 2017. Said payment shall be made after one year and/or shall be carried in the normal course of business in the event that Evan Androcy is rehired as a police officer for the Township of Lacey.

7. Evan Androcy's rehire, if it occurs, shall be subject to all Attorney General Guidelines surrounding use of weapons and operating procedures.

8. Entities and Persons Bound by Agreement: The terms of the Agreement shall be binding upon the Parties and their successors and assigns.

9. Compromise/No Admission of Liability: The Parties understand, represent, and warrant that this Agreement is a full and final compromise of disputed claims and not an admission of wrongdoing or liability (civil, disciplinary and criminal) by or on the part of any party. Nothing in this Agreement shall in any way be construed as an admission by any party that it, he, or they acted wrongfully with respect to any other party or in any other way, and all Parties deny and specifically disclaim any liability to the any other party.

10. Enforceability and Severability: The Parties agree and acknowledge that each of the provisions of this Agreement is reasonable and should be fully enforceable, and the Parties waive any right to argue, assert or allege any claim to the contrary. However, if any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable because it is overbroad or unreasonable, the Parties agree that such provision(s) may be modified and enforced to the maximum extent permissible. If any provision of this Agreement is held to be invalid and cannot be modified so as to make it enforceable, then such provision shall be deemed to be severed from the Agreement and the remaining provisions shall remain in full force and effect.

11. Waiver of Breach: A waiver by any Party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other provision of this

Mar. 14. 2019 3:52PM

No. 1211 P. 5

Agreement or of any subsequent breach of the same or any other provisions of this Agreement. The understandings and representations of the Parties set forth in this Agreement shall survive any breach of this Agreement and be enforceable by any non-breaching Party.

12. Entire Agreement: This Agreement constitutes the sole and complete agreement among the Parties. None of the Parties is relying upon any representation, understanding, undertaking or agreement, whether oral or in writing, not set forth in this Agreement. This Agreement may not be amended, changed, altered, modified or terminated except in a writing signed by all the Parties hereto.

13. Drafting and Negotiation by Counsel: The drafting and negotiation of this Agreement have been participated in by each of the Parties and their respective counsel and, for all purposes; this Agreement shall be deemed to have been drafted jointly by each of the Parties. No ambiguity shall be resolved against any Party based upon authorship. The Parties hereby acknowledge that they have been represented by counsel throughout the settlement of the above-referenced matter, throughout the negotiation of this Agreement, and at the execution of this Agreement, and at the execution of the Agreement, and have read and consulted with counsel regarding this Agreement.

14. Headings: The headings contained in this Agreement are for convenience and reference purposes only and shall not be deemed to be part of the Agreement or to offer the meaning or interpretation of this Agreement.

15. Counterparts: This Agreement may be executed in counterparts, including by fax, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

16. Authority: The signatories hereto warrant and represent that they are legally authorized and empowered to enter into this Agreement on behalf of the Parties.

Mar. 14. 2019 3:52PM

No. 1211 P. 6

17. Governing Law/Jurisdiction: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles.

18. No Modification: This Agreement shall not be modified except in accordance with a written agreement signed by all parties hereto.

19. Further Assurances: The parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.

WHEREAS, the parties having been represented by counsel and having placed these stipulations on the record before the Honorable Elaine Frick, A.L.J. hereby execute and acknowledge this Stipulation of Settlement.

WITNESS:

DIANE D. ...
A Notary Public of the State of New Jersey
My Commission Expires 12/31/2021

TOWNSHIP OF LACEY

VERONICA LAUREICH,
Clerk/Administrator

THOMAS G. GANNON
Attorney for Township of Lacey

EVAN ANDROCY

ROBERT EBBERUP
Attorney for Evan Androcy

RECEIVED
2019 MAR 14 P 3:04
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Mar. 14. 2019 3:52PM

No. 1211 P. 1

17. ~~Governing Law Jurisdiction~~: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles.

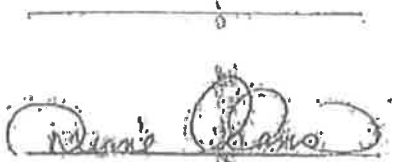
18. ~~No Modification~~: This Agreement shall not be modified except in accordance with a written agreement signed by all parties hereto.

19. ~~Further Assurances~~: The parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.

WHEREAS, the parties having been represented by counsel and having placed these stipulations on the record before the Honorable Elaine Frick, A.L.J. hereby execute and acknowledge this Stipulation of Settlement.

WITNESS:

TOWNSHIP OF LACEY

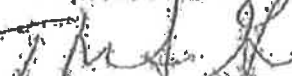


Notary Public of New Jersey
My Commission Expires 12/20/2021




Omar D Hernandez
Notary Public
New Jersey
My Commission Expires 2-14-23
No. 2457522

VERONICA LAUREIGH,
Clerk/Administrator



THOMAS G. CANNON
Attorney for Township of Lacey



EVAN ANDROCY



ROBERT E. EBERCUP
Attorney for Evan Androcy

STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

2019 MAR 14 P 3:04

RECEIVED

EXHIBIT D



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. CSR 02440-2018

AGENCY DKT. NO. N/A

**IN THE MATTER OF EVAN ANDROCY,
LACEY TOWNSHIP
POLICE DEPARTMENT.**

Robert A. Ebberup, Esq., for appellant, Evan Androcy (Law Offices of Robert A. Ebberup, L.L.C., attorneys)

Thomas G. Gannon, Esq., for respondent, Lacey Township Police Department
(Hering, Gannon and McKenna, attorneys)

Record Closed: March 28, 2019

Decided: March 29, 2019

BEFORE ELAINE B. FRICK, ALJ:

This matter concerns the appeal of Evan Androcy, from disciplinary action by Lacey Township Police Department. The appeal was filed with the Office of Administrative Law on February 7, 2018, pursuant to N.J.S.A. 40A:14-202(d). The appellant provided written confirmation by correspondence dated May 2, 2018, of his waiver of having the matter heard within 180 days.

OAL DKT. NO. CSR 02440-18

The parties have agreed to a resolution, the terms of which are memorialized in a Stipulation of Settlement Agreement (J-1) which is attached and fully incorporated herein.

I have reviewed the record and the terms of settlement, and having heard on February 25, 2019, representations by the parties and their representatives regarding the settlement, I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures, and confirmed on the record on February 25, 2019.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **CIVIL SERVICE COMMISSION** for consideration.

OAL DKT. NO. CSR 02440-18

This recommended decision may be adopted, modified or rejected by the **CIVIL SERVICE COMMISSION**, which by law is authorized to make a final decision in this matter. If the Civil Service Commission does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 40A:14-204.

March 29, 2019

DATE


ELAINE B. FRICK, ALJ

Date Received at Agency:

4-2-19

Date Mailed to Parties:

4-2-19

/dm

OAL DKT. NO. CSR 02440-18

APPENDIX OF ATTACHMENTS

Jointly Submitted:

J-1 Stipulation of Settlement Agreement

Mar. 14. 2019 3:51PM

No. 1211 P. 2

TOWNSHIP OF LACEY : OFFICE OF ADMINISTRATIVE LAW
 vs. : ELAINE FRICK, A.L.J.
 : DOCKET NO. CSR-02440-218S
 EVAN ANDROCY : STIPULATION OF SETTLEMENT

RECEIVED
 2019 MAR 14 PM 3:53
 OFFICE OF ADMINISTRATIVE LAW

This **SETTLEMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made on this 3 day of March, 2019, by and between the Township of Lacey (hereinafter referred to as the "Township") and Patrolman Evan Androcy (hereinafter referred to as "Androcy"). The Township and Androcy are collectively referred to as the "Parties."

WHEREAS, the Township served Androcy with a Preliminary Notice of Disciplinary Action ("PNDA"); on December 13, 2017, listing a singular charge and seeking termination of Androcy's employment; and

WHEREAS, the Township served Androcy with a Final Notice of Disciplinary Action on December 27, 2017, terminating Androcy's employment as of December 14, 2017; and

WHEREAS, Androcy appealed the disciplinary action taken against him by the Township with the New Jersey Civil Service Commission on January 5, 2017; and

WHEREAS, the herein dispute between the parties was transmitted to the New Jersey Office of Administrative Law and assigned OAL Docket No. CSR 02440-2018 S on February 7, 2018; and

WHEREAS, this matter having been set for trial on March 25, 2019 before Elaine Frick, A.L.J.; and

WHEREAS, the Parties have consulted with their respective attorneys prior to executing this Agreement and have had an adequate opportunity to consider the Agreement; and

Mar. 14. 2019 3:52PM

No. 1211 P. 3

WHEREAS, the Parties are desirous of settling any disputes among them, including those contained in the PNDA and FNDA set forth above based on the terms and conditions contained in this Agreement; and

WHEREAS, the parties having engaged in extensive negotiations and having reached an agreement to settle this matter and now hereby wish to memorialize the settlement as previously set forth on the record;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree and covenant as follows;

1. Evan Androcy shall resign his position as Police Officer with the Township of Lacey immediately upon entry of this Stipulation. Said resignation shall be in good standing and shall be reported as such to the Civil Service Commission by the Township.
2. Upon said resignation the Township shall withdraw any and all pending disciplinary matters and file the appropriate notices with the Civil Service Commission.
3. If within one (1) year of the entry of this settlement, the FRO presently entered against Evan Androcy is dismissed or vacated then the Township shall place Mr. Androcy on special re-employment list for rehire as a police officer for the first available position.
4. Prior to rehire Evan Androcy shall successfully complete all training, weapon qualification and successfully complete psychological testing.
5. Evan Androcy shall cooperate with the ongoing internal affairs investigation to the best of his ability. The Township acknowledges that there shall not be any further disciplinary action imposed or charges referred as a result of this internal investigation arising from the operative facts surrounding the entry of the FRO.

Mar. 14. 2019 3:52PM

No. 1211 P. 4

6. All accumulated sick, vacation and compensation time shall be escrowed by the Township as of December 13, 2017. Said payment shall be made after one year and/or shall be carried in the normal course of business in the event that Evan Androcy is rehired as a police officer for the Township of Lacey.

7. Evan Androcy's rehire, if it occurs, shall be subject to all Attorney General Guidelines surrounding use of weapons and operating procedures.

8. Entities and Persons Bound by Agreement: The terms of the Agreement shall be binding upon the Parties and their successors and assigns.

9. Compromise/No Admission of Liability: The Parties understand, represent, and warrant that this Agreement is a full and final compromise of disputed claims and not an admission of wrongdoing or liability (civil, disciplinary and criminal) by or on the part of any party. Nothing in this Agreement shall in any way be construed as an admission by any party that it, he, or they acted wrongfully with respect to any other party or in any other way, and all Parties deny and specifically disclaim any liability to the any other party.

10. Enforceability and Severability: The Parties agree and acknowledge that each of the provisions of this Agreement is reasonable and should be fully enforceable, and the Parties waive any right to argue, assert or allege any claim to the contrary. However, if any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable because it is overbroad or unreasonable, the Parties agree that such provision(s) may be modified and enforced to the maximum extent permissible. If any provision of this Agreement is held to be invalid and cannot be modified so as to make it enforceable, then such provision shall be deemed to be severed from the Agreement and the remaining provisions shall remain in full force and effect.

11. Waiver of Breach: A waiver by any Party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other provision of this

Mar. 14. 2019 3:52PM

No. 1211 P. 5

Agreement or of any subsequent breach of the same or any other provisions of this Agreement. The understandings and representations of the Parties set forth in this Agreement shall survive any breach of this Agreement and be enforceable by any non-breaching Party.

12. Entire Agreement: This Agreement constitutes the sole and complete agreement among the Parties. None of the Parties is relying upon any representation, understanding, undertaking or agreement, whether oral or in writing, not set forth in this Agreement. This Agreement may not be amended, changed, altered, modified or terminated except in a writing signed by all the Parties hereto.

13. Drafting and Negotiation by Counsel: The drafting and negotiation of this Agreement have been participated in by each of the Parties and their respective counsel and, for all purposes; this Agreement shall be deemed to have been drafted jointly by each of the Parties. No ambiguity shall be resolved against any Party based upon authorship. The Parties hereby acknowledge that they have been represented by counsel throughout the settlement of the above-referenced matter, throughout the negotiation of this Agreement, and at the execution of this Agreement, and at the execution of the Agreement, and have read and consulted with counsel regarding this Agreement.

14. Headings: The headings contained in this Agreement are for convenience and reference purposes only and shall not be deemed to be part of the Agreement or to offer the meaning or interpretation of this Agreement.

15. Counterparts: This Agreement may be executed in counterparts, including by fax, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

16. Authority: The signatories hereto warrant and represent that they are legally authorized and empowered to enter into this Agreement on behalf of the Parties.

Mar. 14. 2019 3:52PM

No. 1211 P. 6

17. Governing Law; Jurisdiction: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles,

18. No Modification: This Agreement shall not be modified except in accordance with a written agreement signed by all parties hereto.

19. Further Assurances: The parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.

WHEREAS, the parties having been represented by counsel and having placed these stipulations on the record before the Honorable Elaine Frick, A.L.J. hereby execute and acknowledge this Stipulation of Settlement.

WITNESS:

Lisa Moul-Dean

Diane Dama

DIALE D., ...
A Notary Public of New Jersey
My Commission Expires 12/28/2021

TOWNSHIP OF LACEY

Veronica Laureigh
VERONICA LAUREIGH,
Clerk/Administrator

Thomas G. Gannon
THOMAS G. GANNON
Attorney for Township of Lacey

EVAN ANDROCY

ROBERT EBBERUP
Attorney for Evan Androcy

RECEIVED

2019 MAR 14 P 3:04

STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Mar. 14. 2019 3:52PM.

No. 1211 P. 1

17. ~~Governing Law Jurisdiction~~: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles.

18. ~~No Modification~~: This Agreement shall not be modified except in accordance with a written agreement signed by all parties hereto.

19. ~~Further Assurances~~: The parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.

WHEREAS, the parties having been represented by counsel and having placed these stipulations on the record before the Honorable Elaine Frick, A.L.J. hereby execute and acknowledge this Stipulation of Settlement.

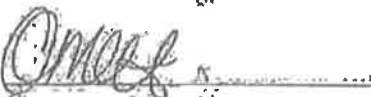
WITNESS:

TOWNSHIP OF LACEY



DIANE
A Notary Public of the State of New Jersey
My Commission Expires 12/20/2021





Omar D Hernandez
Notary Public
New Jersey
My Commission Expires 2-14-23
No. 2457622

VERONICA LAUREIGH,
Clerk/Administrator



THOMAS G. CANNON
Attorney for Township of Lacey



EVAN ANDROCY



ROBERT E. HERRING
Attorney for Evan Androcy

RECEIVED
2019 MAR 14 P 3 04
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

EXHIBIT E



In the Matter of Evan Androcy,
Lacey Township, Police Department

CSC DKT. NO. 2018-1940
OAL DKT. NO. CSR 02440-18

STATE OF NEW JERSEY
FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION

ISSUED: MAY 22, 2019 BW

The Civil Service Commission, at its meeting of May 22, 2019, acknowledged the attached settlement, as clarified, in the above matter.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
THE 22ND DAY OF MAY, 2019

Louise L. Webster Cook

Deirdré L. Webster Cobb
Chairperson
Civil Service Commission

Inquiries and Correspondence

Christopher S. Myers
Director
Division of Appeals and Regulatory Affairs
Civil Service Commission
Unit H
P. O. Box 312
Trenton, New Jersey 08625-0312

attachment

EXHIBIT F

COURTNEY BURTON

Plaintiff,

vs.

EVAN E ANDROCY

Defendant.

Superior Court of New Jersey
Chancery Division - Family Part

OCEAN County

Docket Number: FV-15-000750-18**Order of Dismissal**
Final Restraining Order**THE COURT** having considered the testimony and/or certification at this hearing and the Court having determined that:

1. The Plaintiff having requested dismissal of the matter; and

- ☒ Having read "What Dissolving a Restraining Order Means"
- ☒ Having read and signed "Certification for Dissolution of Restraining Order"
- ☒ Having not been coerced or placed under duress to withdraw the complaint and dissolve the Order;
- ☒ Having been advised of the cycle of domestic violence, and of the protective resources available through the Court and the local domestic violence program(s), especially with regard to housing and Court-ordered emergency custody and support;
- ☒ Understanding that withdrawal of the complaint and dismissal of the Restraining Order will eliminate the protection that had been issued under this Order;
- ☒ Being aware that such withdrawals are not prejudicial and if (s)he may need protection in the future, (s)he may apply for a new restraining order;
- ☒ Understanding that if criminal charges were filed by me or the police, dismissal of the restraining order does not dismiss the criminal charges.

2. The Plaintiff failing to appear for Final Hearing; and

- ☐ The Court having been unable to contact the plaintiff via telephone numbers/address given; OR
- ☐ The Court having determined that plaintiff was contacted by the court and/or law enforcement and that coercion or duress did not cause the plaintiff's non-appearance; OR
- 3. ☐ The Court having determined that the plaintiff's allegation of domestic violence has not been substantiated.
- 4. ☐ The Municipal Court having denied the TRO application.
- 5. ☐ The Court having determined on appeal of the Temporary Restraining Order that the required burden of proof has not been met.
- 6. ☐ The defendant's motion to dismiss is hereby granted.
- 7. ☐ The Appellate Division entered a decision on _____ stating that the Final Restraining order dated _____ be vacated and case is Dismissed.

IT IS HEREBY ORDERED on this 20th day of February, 2020, that the Domestic Violence Complaint, dated 10/30/2017 is **DISMISSED** and the ☐ **TEMPORARY RESTRAINING ORDER** OR ☒ **FINAL RESTRAINING ORDER** dated 11/15/2019 is/are vacated, and

IT IS FURTHER ORDERED THAT:

- ☐ The complaint is dismissed and present support order under this docket is terminated and any arrears are vacated. Probation to terminate their interest and close case.
- ☐ The complaint is dismissed. Continue present support order and/or arrears to be:
 - ☐ **transferred to docket** _____ and ☐ paid through **Probation IV-D**
 - or ☐ paid directly to **Plaintiff (obligee)**.
- ☐ Other:

s/LISA A. PUGLISI

Honorable

Return of Service☒ Defendant was given a copy of the Order by:S/O SCHUMANN #227

print name

11:39 AM 02/20/2020
time and dateOCEAN COUNTY SHERIFF DEPT
signature / badge number / dept☒ Plaintiff was given a copy of the Order by:S/O SCHUMANN #227

print name

11:39 AM 02/20/2020
time and dateOCEAN COUNTY SHERIFF DEPT
signature / badge number / dept

EXHIBIT G

INSTRUCTIONS

Failure to follow these instructions will result in the removal of your name from the list.

1. You **MUST WRITE** to the Appointing Authority within 5 business days of the date of this notice or your name will be removed from the list. The address is listed below. Be sure to indicate whether or not you are interested in this position; and include your name, the address where you actually live, the certification number, and a daytime telephone number in your letter. You may also wish to include an updated resume with your response. Failure to contact the Appointing Authority in writing; to maintain active interest in immediate appointment; or to provide reason for declining consideration for this position, may automatically result in the removal of your name from the list. This means you will not be considered for this position, and may not be certified for any other positions for this title.
2. Do not call or write the Civil Service Commission for the status of this certification. If you are scheduled for an interview, the Appointing Authority will provide specific information regarding salary, work hours, and duties of the position. If you are not scheduled for an interview, the Civil Service Commission or the appointing authority will send you another notice at a later date to explain the outcome of this certification.
3. It is YOUR responsibility to notify the Civil Service Commission regarding changes in your status. All changes, including any change in your name, address, or your geographic preferences, must be in writing.

 New Jersey Civil Service Commission Shaping a quality work force through competence, caring and commitment			NOTIFICATION OF CERTIFICATION
TITLE: POLC OFCR			NOTICE DATE: 06/24/20
CERTIFICATION NO. OL200541	CERTIFICATION DATE 06/17/20	POSITION ON CERTIFICATION 0001	Your name has been certified to the Appointing Authority indicated, and you will be considered for appointment. This is not a guarantee that you will be scheduled for an interview, nor is it a promise of employment. You must follow the instructions provided above.
LOCATIONS: LACEY ALL DEPARTMENTS			Mail Replies to the APPOINTING AUTHORITY listed below: VERONICA LAUREIGH LACEY TOWNSHIP 818 WEST LACEY ROAD FORKED RIVER NJ 08731

To: Veronica Laureigh

From: Evan Androcy

Date: 6/23/2020

Reason: Position of Lacey Twp Police Officer

Certification No. OL200541

Dear Veronica, I am writing to inform you that I am still interested in the police officer position for the township of Lacey. I am still currently residing at 2205 Sweetwood Drive in Forked River NJ 08731, and can be reached by phone at any time (609) 384-5329. Please contact me if any additional information is needed.

Respectfully, Evan Androcy



EXHIBIT H

09/26/2018 3:58 PM FAX 7327859760

PONTORIEROLAWFIRM

0003/0005



LACEY TOWNSHIP POLICE DEPARTMENT

Community Policing in Forked River, Lanoka Harbor, and Bamber Lake

Michael C. DiBella
Chief of Police

808 West Lacey Road, Forked River, New Jersey 08731
Telephone: 609.693.6636

Fax: 609.693.3894

January 19, 2018

Stacey D. Kerr, Esq.
Attorney at Law
650 Washington Street #1C
Toms River, NJ 08753

Dear Ms. Kerr,

In response to our conversation, please accept this letter as my confirmation that if the Final Restraining Order (FV-15-000750-18) issued against Officer Evan Androcy on November 14, 2017, is dismissed, and he is authorized through Civil Service (appeal process) to work as a Lacey Township Police Officer, I would support him coming back to work.

Until recently, Officer Androcy was a 17-year veteran of the Lacey Township Police Department, working his first two years as a Special Police Officer. He was in good standing with an exemplary personnel file. He was an active member of the Lacey Township Police Fatal Accident Support Team, a firearms instructor, and a past SWAT team member. As a police officer he was dedicated to his job, showed good judgment, and went above and beyond in the performance of his duties.

Please note that if Officer Androcy returns to duty, the Lacey Township Police Department would still be required by law to complete the Internal Affairs process.

If you require any further information on this subject, please contact me directly at 609-693-6636 x2567.

Sincerely,

Michael C. DiBella
Chief of Police

EXHIBIT I

APPEAL PROCEDURES

You may, within 20 days from the date of this notice, appeal this action by writing to the Civil Service Commission at the return address provided below indicating why this action is not warranted. Your appeal must include the certification number, your social security number, and all proofs, arguments, and issues you plan to use to substantiate the issue(s) raised in your appeal. Please send your appeal to: Civil Service Commission, Division of Appeals and Regulatory Affairs, Written Record Appeals Unit, P.O. Box 312, Trenton, New Jersey 08625-0312.

Please be advised that pursuant to P.L. 2010, c.26, effective July 1, 2010, there shall be a \$20.00 fee for appeals. Please include the required \$20 fee with your appeal. Payment must be made by check or money order only, payable to the NJCSC. Persons receiving public assistance pursuant to P.L. 1947, c.156 (C.44:8-107 et seq.), P.L. 1973, c.256 (C.44:7-85 et seq.) or P.L. 1997, c.38 (C.44:10-55 et seq.) and individuals with established veterans preference as defined by N.J.S.A. 11A:5-1 et seq. are exempt from these fees. Failure to submit the required \$20 fee or evidence of one of the exemptions will result in your appeal not being processed.

DPF591 (Rev. 12/09/15)

 New Jersey Civil Service Commission		Shaping a quality work force through competence, caring and commitment	CERTIFICATION DISPOSITION NOTICE	
NOTICE DATE: 03/16/21 TITLE: POLC OFCR TITLE CODE: 02728			CERTIFICATION RESULTS YOUR NAME HAS BEEN REMOVED FROM THIS LIST DUE TO A BACKGROUND REPORT WHICH RELATES ADVERSELY TO THIS POSITION. SEE APPEAL NOTE ABOVE.	
SYMBOL REGULAR		SOCIAL SECURITY NO. XXX-XX-2268		APPOINTING AUTHORITY LACEY ALL DEPARTMENTS
CERTIFICATION NO. OL200541		CERTIFICATION DATE 06/17/20		

EXHIBIT J



LACEY TOWNSHIP POLICE DEPARTMENT

Community Policing in Forked River, Lanoka Harbor, and Bamber Lake

Michael C. DiBella
Chief of Police

808 West Lacey Road, Forked River, New Jersey 08731
Telephone: 609.693.6636 Fax: 609.693.3894

March 17, 2021

Evan Androcy
2205 Sweetwood Drive
Forked River, NJ 08731

Mr. Androcy:

The Lacey Township Police Department conducted a background investigation on your potential re-appointment as a Lacey Township Police Officer. As a result of our background investigation, I was unable to recommend you to the Township for re-appointment. Township Administrator Veronica Laureigh informed me you should be receiving notice from the New Jersey Civil Service Commission advising you of your status and instructions on how to file an appeal if you decide. I wish you the best of luck in your future endeavors.

If you have any questions in regard to this letter, please do not hesitate to contact Lieutenant Christopher Cornelius, at 609-693-6636 ext. 2566.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael C. DiBella", written over a horizontal line.

Michael C. DiBella
Chief of Police

EXHIBIT K

BRADLEY D. BILLHIMER
Ocean County Prosecutor

JOSEPH F. MITCHELL
Chief of Detectives



MICHAEL T. NOLAN, JR.
First Assistant Prosecutor

ROBERT J. ARMSTRONG
Deputy First Assistant Prosecutor

OFFICE OF THE PROSECUTOR
Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
732-929-2027

March 2, 2021

Chief Michael C. DiBella
Lacey Township Police Department
8080 West Lacey Road
Forked River, New Jersey 08731

RE: Evan Androcy, Applicant for Re-Employment

Dear Chief DiBella:

Thank you for correspondence of February 17, 2021. I understand that the above referenced individual applied for re-employment and is the only officer on the New Jersey Civil Service Re-employment List for Lacey Township. The consequence of this fact is that, procedurally, he must be rehired before new officers may be hired. At your request, I reviewed the underlying police reports regarding the Final Restraining Order against Evan Androcy as well as listened to all the Court recordings regarding the matter.

Evan Androcy obtained a Temporary Restraining Order against his then wife, Courtney Androcy, and Courtney Androcy responded by filing for a Temporary Restraining Order against Evan Androcy. At a Final Restraining Order hearing on November 14, 2017, the Honorable Valter Must, J.S.C. found that Evan Androcy learned of his impending divorce and reacted by committing the predicate acts of harassment and assault. Judge Must further found that Evan Androcy presented additional risk to Courtney Androcy and approved her application for a Final Restraining Order and denied Evan Androcy's Final Restraining Order application. He bluntly

EXHIBIT A

stated that he believe Courtney Androcy's statement over Evan Androcy's story.

The Final Restraining Order remained in place until February 20, 2020 when Courtney Androcy requested a Dismissal of the Final Restraining in favor a Civil Restraints as part of the divorce decree. The Order of Dismissal and audio recording of the proceeding do not indicate that the facts asserted by Courtney Androcy were not accurate or untrue.

This incident absolutely places Androcy's credibility and character in question and in area of law (domestic violence) that is regularly encountered by officers. According to the Ocean County Prosecutor's Brady Giglio (Exculpatory Evidence) Policy, the circumstances of this incident and disposition would have to be shared with the Court and Defense Counsel in any matter that he would be required to testify. He would likely compromise the prosecution of any case that he was involved. Therefore, this Office formally requests that he not be rehired in the role as a sworn police officer and if he was, that he never be placed in a situation where his credibility could be at issue and never in a situation where this Office would be required to call him as witness.

Very truly yours,
BRADLEY D. BILLHIMER
OCEAN COUNTY PROSECUTOR

BY:



WILLIAM SCHARFENBERG
Chief Assistant Prosecutor
Office of Professional Standards

EXHIBIT L

B-020



STATE OF NEW JERSEY

In the Matter of Evan Androcy,
Police Officer
(Regular Reemployment list),
Lacey Township

**FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION**

CSC Docket No. 2021-1429

List Removal Appeal

ISSUED: AUGUST 6, 2021 (JET)

Evan Androcy, represented by Robert A. Ebberup, Esq., appeals the removal of his name from the Regular Reemployment List for Police Officer, Lacey Township, on the basis of an unsatisfactory background report.

As background, the appointing authority issued a Final Notice of Disciplinary Action (FNDA) removing the appellant from his position as a Police Officer, effective December 14, 2017. Specifically, the appointing authority indicated in the FNDA that on October 13, 2017, it responded to the appellant's residence regarding a Domestic Violence incident, and it was determined that the appellant was the victim of a Simple Assault. The FNDA also indicated that the appellant and his spouse appeared in Superior Court and filed for separate Temporary Restraining Orders (TROs) against each other, which were granted on October 30, 2017. The FNDA further indicated that on November 14, 2017, the Superior Court ordered a Final Restraining Order against the appellant.¹ The appellant appealed to this agency and the removal matter was transferred to the Office of Administrative Law (OAL) for a hearing. The matter was resolved by way of a February 25, 2019 settlement agreement, which was acknowledged by the Civil Service Commission (Commission). *See In the Matter of Evan Androcy, Lacey Township, Police Department* (CSC, decided May 22, 2019). Specifically, the settlement agreement provided, in pertinent part, that:

¹ The record reflect that the TRO against the appellant's spouse was dismissed on November 14, 2017.

If within one (1) year of entry of this settlement, the FRO presently entered against [the appellant] is dismissed or vacated then the [appointing authority] shall place [the appellant] on [a regular reemployment list] for rehire as a Police Officer for the first available position.²

Thereafter, on February 20, 2020, the FRO was dismissed, and the appellant notified the appointing authority of such information.

The appellant's name appeared on the November 17, 2020 (OL200541) regular reemployment list³ for Police Officer, Lacey Township. The appointing authority conducted a background investigation, and it removed the appellant on the basis of an unsatisfactory background report. Specifically, the appointing authority indicated that, by letter dated March 2, 2021, the Ocean County Prosecutor's Office, did not consider it appropriate to rehire the appellant pursuant to the *Brady-Giglio* policy.⁴ By letter dated April 7, 2021, the appointing authority notified the appellant that the appellant, based on the *Brady-Giglio* guidelines, would not be rehired as a Police Officer, as the FRO would have to be shared with the court and defense counsel in any matter where he would be required to testify as a Police Officer, as such information would likely compromise the prosecution of any case in which he was involved.

On appeal to the Civil Service Commission (Commission), the appellant asserts that the appointing authority has not complied with the February 25, 2019 settlement agreement, which provides for his reemployment as a Police Officer in Lacey Township if the FRO issued against him was dismissed within one year of the date of the settlement agreement. The appellant explains that the conditions listed in the settlement agreement require the appellant to successfully complete training, weapons qualifications, psychological testing and to cooperate with an ongoing internal investigation. The appellant contends that the appointing authority did not specifically state in the settlement agreement that such conditions could be used to remove the appellant from the list. The appellant adds that the appointing authority only references the background investigation in order to remove the

² The settlement agreement also indicated that the appellant resigned in good standing in the face of the disciplinary sanction.

³ Although the settlement agreement indicates "special reemployment list," the appropriate language should have indicated "regular reemployment list."

⁴ The *Brady-Giglio* policy is based on decisions issued in *Brady v. Maryland*, 373 U.S. 83 (1963) and *Giglio v. United States*, 405 U.S. 150 (1972). The *Brady-Giglio* guidelines were issued as county policies pursuant to the Attorney General's Law Enforcement Directive No. 2019-6. In short, these guidelines were issued to provide a more efficient means for the criminal courts to obtain and analyze exculpatory evidence in cases. In essence, the prosecutor indicated that the appellant's character, if required to testify in court as a Police Officer, would potentially be called into question as he would be required to disclose to the court the FRO that was issued against him. It is noted that the policy does not specifically apply to Civil Service law and rules.

appellant from the list, which is not part of the conditions listed in the settlement agreement. As such, the appellant asserts that the reasons provided by the appointing authority for the removal are broad and vague and should not be used as justification for the removal. Moreover, the appellant maintains that, based on the terms of the settlement agreement, he should be restored to the list and his appointment should be effectuated.

In reply, the appointing authority relies on the submissions and documentation it provided with respect to the appellant's removal. It does not provide any other arguments or information in response to the appeal.

CONCLUSION

N.J.A.C. 4A:4-4.7(a)11, in conjunction with *N.J.A.C. 4A:4-6.1(a)9*, allows for the removal of an eligible's name from an eligible list for other valid or sufficient reasons. Removal for other valid or sufficient reasons includes, but is not limited to, a consideration that based on a candidate's background and recognizing the nature of the position at issue, a person should not be eligible for an appointment. *N.J.A.C. 4A:4-6.3(b)*, in conjunction with *N.J.A.C. 4A:4-4.7(d)*, provides that the appellant has the burden of proof to show by a preponderance of the evidence that an appointing authority's decision to remove his or her name from an eligible list was in error.

N.J.A.C. 4A:4-7.10(b) provides that upon recommendation of the appointing authority that that such reemployment is in the best interest of the service, the Chairperson or designee shall place the employee's name on a reemployment list.

Initially, the appointing authority argues that it removed the appellant as consistent with the aforementioned *Brady-Giglio* guidelines. The Commission determines that, although the *Brady-Giglio* guidelines provide pertinent information to law enforcement agencies from the Attorney General's Office regarding exculpatory evidence, the Commission is not bound by such guidelines. The Commission is not a law enforcement agency and, as such, its authority is not based on policies implemented by the Attorney General's Office. Rather, the Commission's authority to implement Civil Service law and rules is provided by Title 4A of the New Jersey Administrative Code and Title 11A of the New Jersey Statutes. Although the *Brady-Giglio* guidelines are relevant to law enforcement agencies, Civil Service law and rules are not specifically applicable to exculpatory evidence as provided by the *Brady-Giglio* guidelines, nor applicable to testimony provided by Police Officers in criminal and municipal court proceedings. Rather, list removal appeals are decided by the Commission on a case by case basis pursuant to the above noted Civil Service law and rules.

In this matter, the record reflects that the appellant entered into a February 25, 2019 settlement agreement, which was acknowledged by this agency. *See Androcy, supra*. As noted above, the appellant agreed in the February 25, 2019 settlement agreement that he resigned in good standing, and to the contingency that if the FRO issued against him was dismissed, his name would appear on a regular reemployment list for the first available position for Police Officer within one year of the date of the settlement agreement. The record reflects that the FRO was dismissed on February 20, 2020, and pursuant to the settlement agreement, the appellant's name appeared on the November 17, 2020 (OL200541) list for Police Officer. Thereafter, the appointing authority conducted an updated background investigation and removed the appellant based on the unsatisfactory background report with respect to the FRO that was issued against him.

With respect to the appellant's contentions that the settlement agreement was acknowledged by this agency, such information does not establish his contentions that the removal in this matter was improper. In this regard, the Commission acknowledges settlement agreements to allow for the resolution of matters properly before it. The Commission also reviews settlement agreements to ensure compliance with Civil Service law and rules. If a term of the agreement is later violated by either party, the Commission has jurisdiction to enforce the term. *See e.g., In the Matter of Donald Hickerson* (MSB, decided, September 10, 2002). *See also, In the Matter of Police Officer and Superior Officer, Essex County* (1991 Layoffs), Docket No. A-5755-94T5 (App. Div. April 22, 1996). In this matter, the Commission finds that the settlement agreement was properly entered into by the parties, and there is nothing in the record that indicates that the appointing authority has not acted in good faith or in non-compliance.

In this matter, the Commission finds that the settlement agreement did not mandate that the appellant was entitled to an appointment. Rather, the settlement agreement contains contingencies that were required to be satisfied prior to the appellant's rehire, including that the agreement "shall be construed under, subject to, and governed by the laws of the State." Such language includes Civil Service law and rules. Although the appellant argues that the settlement agreement does not specifically indicate that the appointing authority was authorized to conduct a background investigation, Civil Service rule and laws do not prevent an appointing authority from conducting a background investigation prior to an appointment, and the settlement agreement does not specifically preclude the appointing authority from conducting a background investigation prior to an appointment from the regular reemployment list. Although the appellant was previously employed at the appointing authority as a Police Officer and his appearance on a regular reemployment list for that title was pursuant to a settlement agreement, the appointing authority was authorized to conduct an updated background investigation prior to the appellant's appointment from the regular reemployment list. The Commission has consistently determined on numerous occasions that

appointing authorities are authorized to conduct background investigations in order to assist them during the hiring process to determine a candidate's suitability for employment.⁵ Moreover, the fact that the appellant's name was restored to a regular reemployment list does not automatically entitle him to an appointment.

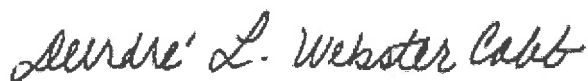
The record reflects that the appointing authority, during its updated background check, was advised by the Ocean County Prosecutor's Office of its opinion that the appellant should not be rehired based on issues related to *Brady-Giglio*. Clearly, such issues bear on appellant's ability to fully discharge his duties as a Police Officer should he be rehired. As such, this impediment is certainly a sufficient reason for removal from an employment list. Moreover, the appointing authority, absent an explicit statement in the settlement to the contrary, was not foreclosed from using valid reasons uncovered during an updated background check to not appoint the appellant from the regular reemployment list, as appointment from that list is wholly at the discretion of the appointing authority and would not otherwise be subject to review by the Commission. Therefore, there is sufficient basis to remove the appellant's name from the subject eligible list.

ORDER

Therefore, it is ordered that this appeal be denied.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
THE 4TH DAY OF AUGUST, 2021



Deirdre L. Webster Cobb
Chairperson
Civil Service Commission

⁵ It is especially important for appointing authorities to conduct such background investigations, especially for employment in law enforcement. In this matter, it would have been irresponsible for the appointing authority to have not conducted the updated background check, as it was imperative for it to ascertain if there was any intervening disqualifying factors between the time of the appellant's resignation and his potential rehiring.

Inquiries
and
Correspondence

Allison Chris Myers
Director
Division of Appeals
& Regulatory Affairs
Civil Service Commission
Written Record Appeals Unit
P.O. Box 312
Trenton, New Jersey 08625-0312

c: Evan Androcy
Robert A. Ebberup, Esq.
Veronica Laureigh
Division of Agency Services
Records Center

Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-002429-21

Case Caption: ANDROCY EVAN VS OCEAN COUNTY
PROSECU TOR OFFIC

Case Initiation Date: 09/20/2021

Attorney Name: DAVID J ALTIERI

Firm Name: GALANTUCCI & PATUTO, ESQS.

Address: 21 MAIN STREET, STE 151 COURT PLAZA
SOUTH, WEST WING
HACKENSACK NJ 07601

Phone: 2016461100

Name of Party: PLAINTIFF : ANDROCY, EVAN

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: SUMMARY ACTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: EVAN ANDROCY? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

09/20/2021
Dated

/s/ DAVID J ALTIERI
Signed

