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7 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

8 ADRIAN DIAZ, an individual,)
9) NO.
10 Plaintiff,) **COMPLAINT**
11 v.)
12)
13 CITY OF SEATTLE, a municipal corporation,)
14 and BRUCE A. HARRELL, in his official)
15 capacity as Mayor of the City of Seattle and)
16 individually,)
17 Defendants.)
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COMES NOW Plaintiff Adrian Diaz (“Chief Diaz”), by and through his attorneys, Corr
Downs PLLC, and hereby states and alleges as follows:

NATURE OF THE ACTION

This case concerns the City of Seattle’s unlawful decision to terminate Seattle Police
Department Chief Adrian Diaz for engaging in protected activity and for refusing to engage in
conduct that would have violated the law and public policy clearly articulated in the Seattle
Police Accountability Ordinance (Ordinance 125315) and Seattle Municipal Code Chapter
3.29.

Prior to his wrongful termination, Chief Diaz did not have any disciplinary actions over
the course of his distinguished 27-year law enforcement career. That all changed in 2024, after
Chief Diaz refused to comply with unlawful directives by Mayor Bruce Harell to terminate and

1 discipline SPD Officers without affording those officers guaranteed due process rights. In
2 direct response to this protected activity, the City initially discharged Chief Diaz as the Chief
3 of Police in May of 2024, placed him into a fabricated “Special Projects” position with no job
4 duties, and launched a rushed and retaliatory investigation into fabricated rumors of an alleged
5 romantic relationship between Chief Diaz and his female Chief of Staff that the City knew were
6 false. Making matters worse, Inspector General Lisa Judge and the City repeatedly violated
7 Washington’s Public Records Disclosure Act by unlawfully leaking certain records and
8 information related to the ongoing investigation to select media members without notice to
9 Chief Diaz.

10 Despite a complete lack of direct evidence of a romantic relationship between Chief
11 Diaz and his Chief of Staff, the investigator hired by the City determined Chief Diaz had been
12 dishonest, and Mayor Harrell terminated his employment. In an effort to score political points
13 in an upcoming election year, Mayor Harrell then engaged in a self-aggrandizing media tour
14 during which he repeatedly and falsely proclaimed Chief Diaz had lied to him, statements that
15 wrongfully labeled Chief Diaz as a dishonest cop who could not be trusted. In reality, the
16 termination was the intended result of a campaign by members of the Mayor’s Office to remove
17 Chief Diaz based on his refusal to simply do as he commanded, even when those commands
18 were to perform unlawful acts.

19 The City’s retaliatory and discriminatory conduct humiliated Chief Diaz, destroyed his
20 27-year law enforcement career, forever ruined his name and professional reputation, and ended
21 his ability to obtain commensurate employment ever again.

22 **I. PARTIES**

23 1.1 Plaintiff Adrian Diaz is the former Chief of Police of the Seattle Police
24 Department. At all times material hereto, Chief Diaz worked in Seattle, Washington, and
25 resided in King County, Washington.

1 1.2 Defendant City of Seattle is a government agency headquartered in Seattle, King
2 County, Washington. The City is the largest municipality in King County, and over one-third
3 of King County's total population lives within the city limits of the City of Seattle.

4 1.3 Defendant Bruce Harrell ("Mayor Harrell") is, and at all relevant times has been,
5 the Mayor of the City of Seattle. At all times material hereto, Mayor Harrell worked in Seattle,
6 Washington, and resided in King County, Washington.

7 **II. JURISDICTION AND VENUE**

8 2.1 The Superior Court of Washington for King County has subject matter
9 jurisdiction over this action pursuant to RCW 2.08.010.

10 2.2 Jurisdiction is proper in the State of Washington pursuant to RCW 4.28.185
11 because the cause of action as alleged herein arose out of activities, including the commission
12 of tortious acts, within the State of Washington.

13 2.3 Venue is proper in King County because all events relating to Plaintiff's case
14 transpired in King County, Washington, and a substantial portion of the transactions and wrongs
15 complained of herein, including the Defendants' participation in the wrongful acts detailed
16 herein, occurred in this County.

17 **III. STATEMENT OF FACTS**

18 **A. Adrian Diaz Is a 27-Year Law Enforcement Veteran With the SPD.**

19 3.1 After graduating from the police academy, Chief Diaz joined the Seattle Police
20 Department in 1997.

21 3.2 Chief Diaz worked his way up through the rank of SPD serving as a patrol
22 officer, sergeant, lieutenant, and assistant chief of police.

23 3.3 Over the course of his career, Chief Diaz became a nationally recognized expert
24 on policing in the areas of Community Policing, Diversity and Inclusion, Innovation in policing,
25 Juvenile Justice, and Defensive Tactics.

1 3.4 In 2020, then-Mayor Jenny Durkan appointed Chief Diaz Acting Chief of Police
2 after the resignation of Chief Carmen Best. Just months later, Durkan appointed Chief Diaz
3 Interim Chief of Police.

4 3.5 When Bruce Harrell was elected Mayor of Seattle in 2022, he began the process
5 to search for a permanent Chief of Police pursuant to the City Charter.

6 3.6 In September 2022, after conducting a search, Mayor Harrell selected Chief Diaz
7 as the permanent Chief of Police.

8 3.7 Mayor Harrell stated that he intended to seek another term and wanted Chief
9 Diaz to be there as Chief for his entire eight years as Mayor of Seattle.

10 3.8 At the time he was selected permanent Chief of Police, Chief Diaz did not have
11 any disciplinary actions or a single substantiated complaint over the course of his distinguished
12 law enforcement career.

13 **B. The Mayor's Office Directs Chief Diaz to Take Personnel Actions Against SPD**
14 **Officers Without Due Process in Violation of Seattle's Accountability Ordinance**
15 **and Seattle Municipal Code.**

16 3.9 During Chief Diaz's time as permanent Chief of Police, the Mayor's Office,
17 including Mayor Harrell and Deputy Mayor Tim Burgess, inappropriately directed Chief Diaz
18 to take personnel actions against multiple SPD Officers without first affording those officers
19 due process, which is a violation of law.

20 3.10 For example, in January 2023, SPD officer Dan Auderer was recorded on his
21 body camera making highly unprofessional and insensitive remarks regarding a civilian woman
22 who was hit and killed by another officer. The high-profile incident came to light in September
23 2023 and was widely covered by local media and resulted in immediate public outcry and
24 demands that the Mayor's Office take swift action against the officer in response to the
25 insensitive remarks.

26 3.11 Recognizing the seriousness of the officer's actions, Chief Diaz immediately
27 arranged a meeting with executive staff to place Auderer on administrative leave and begin an
investigation into potential disciplinary action pursuant to the Seattle Police Officers' Guild

1 (SPOG) Contract and applicable City of Seattle Ordinances, including the Accountability
2 Ordinance and Seattle Municipal Code Chapter 3.29, which collectively express a clear and
3 specific public policy of ensuring police accountability while protecting officer due process.

4 3.12 Before the SPD could take any action with respect to Auderer, Deputy Mayor
5 Burgess told Chief Diaz he could not place Auderer on administrative leave because Deputy
6 Mayor Burgess and the City were negotiating the SPOG Contract with Auderer, who was a key
7 member of the SPOG. In other words, the City and Deputy Mayor Burgess needed Auderer's
8 cooperation with the ongoing SPOG contract negotiations.

9 3.13 Chief Diaz protested and told Deputy Mayor Burgess that the Mayor's Office
10 should not be interjecting itself and attempting to influence formal SPD disciplinary processes.

11 3.14 As the public continued to question the City's inadequate response to the
12 officer's actions, Mayor Harrell pulled Chief Diaz aside at a public event and told him to fire
13 Auderer. Chief Diaz attempted to reason with Mayor Harrell by explaining the necessity of
14 providing all officers with due process and adhering to the terms of the Accountability
15 Ordinance. He also told Mayor Harrell it was highly inappropriate for the Mayor to personally
16 direct the Chief of Police to impose specific discipline against an SPD officer.

17 3.15 Chief Diaz was essentially stuck in the middle of Deputy Mayor Burgess's
18 administrative goals of successfully negotiating the SPOG contract and Mayor Harrell's
19 political goals of responding to community outcry for swift and firm justice. Chief Diaz
20 maintained that throughout the internal dispute within the Mayor's Office that the SPD was
21 required to afford any officer due process and needed to adhere to the applicable contracts and
22 ordinances.

23 3.16 As Mayor Harrell's frustration grew regarding Chief Diaz's insistence that the
24 SPD provide due process before any discipline was rendered with respect to Auderer, Mayor
25 Harrell confronted Chief Diaz and said: "my chief does what I want, the union doesn't fire
26 you—I do." He then directed Chief Diaz to fire Auderer regardless of the evidence and due
27 process requirements.

1 3.17 Chief Diaz determined that the officer had not yet been afforded due process
2 rights as required by the Accountability Ordinance and applicable provisions of the Seattle
3 Municipal Code.

4 3.18 Seattle's Accountability Ordinance establishes a public policy in favor of lawful,
5 transparent, and accountable policing, with independent oversight as a core component. It
6 reflects a municipally codified commitment to integrity in public service, especially regarding
7 law enforcement.

8 3.19 The Accountability Ordinance mandates transparent investigations into
9 misconduct within the Seattle Police Department and explicitly prohibits interference in
10 accountability functions and mandates integrity in the handling of complaints.

11 3.20 The Accountability Ordinance includes specific due process requirements for
12 SPD officers, balancing officer rights with the City's goal of transparent and accountable
13 policing.

14 3.21 Specifically, the Accountability Ordinance expressly mandates that SPD officers
15 are entitled to notice of allegations, the opportunity to respond, representation during
16 investigations, and access to relevant investigative materials.

17 3.22 Similarly, SMC Chapter 3.29 sets the framework for how complaints of police
18 misconduct are handled and outlines the investigatory process, officer rights, and structural
19 independence of the accountability system.

20 3.23 Section 3.29.015(C) of the Seattle Municipal Code articulates an explicit
21 municipal public policy requiring that SPD investigatory and disciplinary responsibilities must
22 follow due process, be based on completed investigations, and—notably—be free from political
23 interference from City officials.

24 3.24 Chief Diaz believed that complying with the directive of Mayor Harrell to
25 summarily terminate the officer without providing these procedural protections would have
26 constituted a violation of the Accountability Ordinance, municipal law, and a breach of public
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1 policy, specifically the City's legislated commitment to due process, transparency, and
2 independent oversight.

3 3.25 The situation with Auderer was not the only example of the Mayor's Office
4 inappropriately attempting to influence, and in some instances outright direct, SPD disciplinary
5 decisions without due process and in violation of the Accountability Ordinance and SMC 3.29.

6 3.26 For example, during this same time, a senior SPD officer made inappropriate
7 comments about a transgender teenager in front of a command staff member. The command
8 staff member brought the issue to the attention of Chief Diaz and Deputy Mayor Burgess. In
9 response, Deputy Mayor Burgess told Chief Diaz to "make it go away." In response to this
10 directive, Chief Diaz explained the SPD could not simply make it go away because there were
11 processes and policies in place, including those set forth in the Accountability Ordinance, for
12 handling potential policy violations such as this.

13 3.27 Pursuant to the appropriate process, Chief Diaz directed the command staff
14 member to file a formal complaint based on what he heard. Clearly upset about what had
15 occurred, Deputy Mayor Burgess made clear to Chief Diaz that if an investigation was opened,
16 it would be an issue for Chief Diaz.

17 3.28 Indeed, the Mayor's Office attempted to influence and direct Chief Diaz to make
18 specific disciplinary decisions regarding certain assistant chiefs of police.

19 3.29 These were just some examples of the Mayor's Office becoming frustrated with
20 Chief Diaz's refusal to commit unlawful acts and contravene a clear mandate of public policy
21 by sweeping potentially politically challenging issues for the Mayor's Office under the rug.

22 C. **After Chief Diaz Refuses to Commit an Unlawful Act, the City Discharges Him as**
23 **Chief and Launches a Retaliatory Investigation Into False Rumors.**

24 3.30 By early May 2024, the issue regarding Auderer had still not been resolved and
25 the Mayor's frustration regarding Chief Diaz had been mounting over several months.

26 3.31 The City had reached terms with SPOG for a new contract, so Deputy Mayor
27 Burgess told Chief Diaz that he could *now* do what he wanted regarding Auderer.

1 3.32 On May 6, 2024, Chief Diaz informed Burgess he had made a decision to issue
2 Auderer the second highest level of discipline available, a 30-day suspension with a last-chance
3 agreement. This was the first time Chief Diaz made clear he was not following Mayor Harrell's
4 directive to fire Auderer. Burgess then relayed to Mayor Harrell that Chief Diaz had refused to
5 follow his directive to fire Auderer.

6 3.33 What followed was a swift and unmistakable act of retaliation by the Mayor's
7 Office and the City, retaliating against Chief Diaz for upholding due process and adhering to
8 the Accountability Ordinance rather than bending to political pressure from the Mayor's Office.

9 3.34 Just days later, during the week of May 13, 2024, Burgess took the extraordinary
10 step of calling former King County Sheriff Sue Rahr on her personal cell phone while she was
11 at a grocery store to ask if she would be willing to step in as Interim Chief of Police, effectively
12 replacing Chief Diaz. This covert maneuver demonstrated a clear intent by the City to oust
13 Chief Diaz just days after demonstrating his intent to defy the Mayor's wishes.

14 3.35 On May 15, 2024, only nine days after Chief Diaz informed Deputy Mayor
15 Burgess he was refusing to follow Mayor Harrell's unlawful directive to fire Auderer, the City
16 hired attorney Shayda Le to investigate an anonymous complaint about a rumor of a romantic
17 relationship between Chief Diaz and his female Chief of Staff that had been filed nearly a year
18 earlier, on July 5, 2023, but never investigated.

19 3.36 On May 18, 2024, the City abruptly notified Chief Diaz that it was now
20 launching an investigation into the year-old anonymous complaint regarding false and
21 malicious rumors regarding an alleged romantic relationship between him and his Chief of
22 Staff, Jamie Tompkins.

23 3.37 Although the City initially dismissed the anonymous complaint as mere rumors
24 and declined to even formally investigate the matter for nearly a year, the City later alleged the
25 complaint was so serious as to constitute the purported basis for its eventual decision to
26 terminate Chief Diaz and end his career.

1 3.38 Indeed, the OIG had previously explicitly told Chief Diaz there was “no
2 evidence” to support the allegations. The City’s position changed immediately after Chief Diaz
3 refused to comply with Mayor Harrell’s unlawful directives.

4 3.39 Even Mayor Harrell himself was dismissive of the allegations. For example,
5 Mayor Harrell addressed the rumors with Chief Diaz in a meeting in the Mayor’s Office in
6 which he told Chief Diaz he did not care who he was “sleeping with” as long as he did his job.
7 Chief Diaz responded unequivocally that he was not “sleeping with” Tompkins. Mayor Harrell
8 responded with the highly demeaning and sexually explicit comment: “shoot...I’d do her.”
9 Shocked and dismayed by the Mayor’s inappropriate comment, Chief Diaz reiterated he did not
10 have a romantic or intimate relationship with Tompkins. Mayor Harrell dismissively responded:
11 “yeah, yeah, OK.”

12 3.40 On May 20, 2024, Mayor Harrell officially offered the position of Interim Chief
13 of Police to Sue Rahr. She accepted, but only on the explicit condition that neither the Mayor
14 nor Deputy Mayor interfere in her role. Tellingly, Interim Chief Rahr’s very first major
15 disciplinary act was to terminate Auderer’s employment in July 2024.

16 3.41 On May 29, 2024, Mayor Harrell formally discharged Chief Diaz as Chief of
17 Police and reassigned him to a fabricated “Special Projects” role reporting directly to the
18 Mayor’s Office. This unprecedented maneuver marked the first time in Seattle’s history that a
19 Chief of Police was stripped of their position but still retained as a City employee under direct
20 control of the Mayor.

21 3.42 The so-called “Special Projects” role proved to be nothing more than a sham, as
22 the City never assigned Chief Diaz any real job duties beyond serving as a witness in lawsuits
23 on behalf of the City.

24 3.43 The message was clear: this was not a reassignment, it was a public humiliation
25 and a blatant act of retaliation. The relentless stress and anxiety caused by this wrongful
26 discharge took an undeniable toll, leading Chief Diaz to exercise his protected medical leave.

1 **D. The City Pursues a Retaliatory Investigation of Chief Diaz Regarding Baseless**
2 **Rumors.**

3 3.44 The City's investigator, Ms. Le, was not independent or neutral. Instead, the
4 City's investigator was an outside attorney hired and paid by the City of Seattle OIG. The
5 investigator conducted her investigation into Chief Diaz under the supervision and direction of
6 the OIG.

7 3.45 Although the City claims this investigation concerned the anonymous complaint
8 lodged against Chief Diaz on July 5, 2023, the City's outside investigator did not conduct her
9 first interview until approximately a year later, in late June 2024. Tellingly, this was just a few
10 short weeks after Chief Diaz refused to comply with Mayor Harrell's unlawful directive
11 regarding Auderer.

12 3.46 As a City of Seattle employee, Tompkins had made complaints about
13 experiencing sexual harassment during her employment. Despite Chief Diaz's attempts to
14 assist her with those complaints, the City and its investigator silenced Tompkins. In particular,
15 the City's investigator told her not to discuss her allegations of sexual harassment that were
16 inextricably linked to the romantic relationship rumors purportedly being investigated.

17 3.47 Although Mayor Harrell publicly proclaimed the investigation was "robust and
18 thorough," it was nothing of the sort. The City, and its investigator, conducted a rushed
19 investigation in which Ms. Le refused to interview key witnesses, chose not to review important
20 exculpatory evidence, mishandled evidence, and ignored clear conflicts of interest and bias that
21 were apparent regarding key witnesses. The following are just some examples of the City's
22 botched investigation:

23 3.47.1 The City's investigator explicitly admitted Chief Diaz was willing to
24 make his personal cell phone available for a complete forensic inspection
25 and that the information contained on his phone "would be a way of
26 undercutting or disproving" the false allegations made against him.
27

1 However, Ms. Le chose not to review *or even collect* this critically
2 important—and admittedly exculpatory—evidence.

3 3.47.2 The City’s investigator chose not to interview any of the multiple
4 witnesses identified by Chief Diaz as having direct firsthand knowledge
5 of the interactions between him and his Chief of Staff.

6 3.47.3 The City inappropriately handled and failed to authenticate the single
7 piece of documentary “evidence” it relied upon in finding Chief Diaz
8 was dishonest. Specifically, the City failed to follow established chain of
9 custody protocols regarding an anonymous “love letter” to Chief Diaz,
10 allegedly written by Tompkins. Instead, the letter was presented to the
11 City’s investigator by a witness who claimed to have found it 14 months
12 earlier but had never turned it over and purportedly kept it in his
13 possession.

14 3.47.4 The City, Ms. Le, and Mayor Harrell all disregarded clear evidence that
15 the love letter was a forgery, something Chief Diaz easily verified after
16 being wrongfully terminated and falsely labeled as a dishonest cop.

17 3.47.5 The investigator inappropriately disregarded and failed to analyze clear
18 conflicts of interest and bias that existed in the investigation regarding
19 the OIG, representatives within the Mayor’s Office, and the primary
20 witnesses the investigator relied upon to reach her misguided findings
21 against Chief Diaz. When Chief Diaz raised concerns regarding a
22 conflict of interest by a key witness in the investigation, Ms. Le feigned
23 ignorance regarding the conflict and moved on with preparing her report
24 without even analyzing the issue.

25 3.48 The evidence of forgery and false allegations surrounding the City’s flawed
26 investigation was so compelling that Chief Diaz repeatedly urged the City for months to initiate
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1 a criminal investigation. Those requests continued even after the City wrongfully terminated
2 his employment.

3 3.49 In May 2025, the City finally responded by informing Chief Diaz it could not
4 proceed with a criminal investigation unless he submitted a formal written complaint. Through
5 its attorneys, the City stated: “In order for a criminal investigation to move forward, we need
6 something in writing from Mr. Diaz alleging a crime and requesting an investigation.”

7 3.50 Although Chief Diaz knew that a written complaint was not required to trigger
8 a criminal investigation based on his experience as Chief of Police, he nevertheless complied.
9 On May 12, 2025, Chief Diaz submitted a written report to the City identifying potential
10 criminal conduct and formally requesting that the Chief of Police initiate an investigation and
11 refer the matter to an independent, external agency.

12 3.51 Despite having requested such a report, the City abruptly reversed its position.
13 It informed Chief Diaz that it would neither investigate the matter nor refer it to another
14 jurisdiction, an action starkly inconsistent with the City’s prior practice of routinely referring
15 similar complaints to outside agencies.

16 **E. The City Unlawfully Releases Documents Related to the OIG Investigation to**
17 **Certain Media Members Without Notice to Chief Diaz.**

18 3.52 Inspector Judge unlawfully handled and distributed records related to the OIG’s
19 investigation into Chief Diaz. Specifically, Inspector Judge released records related to the
20 investigation without notice to Chief Diaz, which is a requirement under Washington’s Public
21 Records Act (“PRA”).

22 3.53 On information and belief, at the time Inspector Judge unlawfully released
23 records related to the investigation into Chief Diaz, the City had received multiple PRA requests
24 for records related to that investigation. Despite the multiple outstanding PRA requests,
25 Inspector Judge released those records only to certain hand-picked members of the media, as
26 opposed to all interested individuals who had submitted a request for the records.
27

1 3.54 Inspector Judge’s conduct subverted the mandatory tracking requirements of the
2 PRA.

3 3.55 When staff members and individuals within the OIG raised concerns regarding
4 Inspector Judge’s conduct, Inspector Judge deliberately opposed efforts by those same
5 individuals to follow explicit PRA requirements and procedures related to the handling of those
6 records.

7 3.56 On information and belief, Inspector Judge regularly directed staff members and
8 individuals within the OIG not to put things in writing as a way to further subvert the law and
9 requirements of the PRA as it related to the OIG’s investigation into Chief Diaz.

10 **F. The City Rushes to Complete its Flawed Investigation and Terminate Chief Diaz.**

11 3.57 The City’s investigator issued her Confidential Investigation Report Regarding
12 20204OPA-0286 (“Investigation Report”) to Inspector Judge on Wednesday, November 20,
13 2024. The investigator alleged that Chief Diaz had been dishonest about his relationship with
14 his Chief of Staff despite a complete absence of direct evidence supporting such a claim.

15 3.58 Two weeks later, on December 2, 2024, Mayor Harrell provided Chief Diaz with
16 the Investigation Report and a Notice of Intent to Terminate, granting him a mere three days to
17 decide whether he wished to meet with the Mayor to discuss the findings and potential
18 discipline. This rushed timeline was unreasonable and deprived Chief Diaz of the opportunity
19 to adequately respond to the baseless allegations against him.

20 3.59 On December 5, 2024, Chief Diaz formally requested a meeting, which was
21 scheduled for December 12, 2024, at Seattle City Hall.

22 3.60 Approaching this meeting in good faith, Chief Diaz sought to clear his name and
23 request accountability for the flawed investigation. Yet, upon arrival, it was evident the City
24 had no interest in fairness or transparency. The City arranged for an excessive security presence
25 and sent five attorneys but conspicuously excluded even a single representative from its human
26 resources department.

1 3.61 Despite presenting compelling evidence that raised serious doubts about the
2 justification for his termination, the City summarily fired Chief Diaz just three business days
3 later on December 17, 2024.

4 **G. The City Engages in Post-Employment Retaliation Against Chief Diaz.**

5 3.62 Following his wrongful termination, Mayor Harrell escalated the injustice by
6 making knowingly false and defamatory statements to the media and public, accusing Chief
7 Diaz of dishonesty, lying, failing to disclose conflicts of interest, acting unprofessionally, and
8 engaging in an improper personal relationship.

9 3.63 These statements were not only untrue but made with actual malice and reckless
10 disregard for the truth—further damaging Chief Diaz’s reputation and career. The extensive
11 media coverage of these statements and the false rumors have been horrific and at times
12 unbearable for Chief Diaz and his family to read.

13 3.64 In addition to Mayor Harrell’s post-employment defamatory statements, the City
14 has continued to retaliate against Chief Diaz since his termination. For example, the City
15 reported to the Washington State Employment Security Department that Chief Diaz engaged in
16 misconduct, which lead the ESD to initially deny Chief Diaz’s claim for unemployment
17 benefits. Following a hearing before the Washington State Office of Administrative Hearings
18 where Chief Diaz presented evidence demonstrating that he had not been dishonest and had not
19 engaged in misconduct, an administrative law judge reversed the previous denial of benefits
20 and awarded Chief Diaz unemployment benefits. In his detailed findings of fact, the
21 administrative law judge specifically found that: The investigation undertaken by the City, and
22 used as their reason for termination, was characterized by the City as thorough and complete,
23 yet relied on one documentary piece of evidence (card) which was contested by Chief Diaz and
24 experts, relied on no known witnesses to any alleged relationship, and refused to hear
25 potentially exculpatory evidence.

26 3.65 The City also reported to the Criminal Justice Training Commission (CJTC),
27 which oversees law enforcement certification and decertification, that Chief Diaz should be

1 decertified due to misconduct and dishonesty. The City's report has triggered a decertification
2 investigation into Chief Diaz.

3 3.66 At the time of his termination, the City also failed to fully compensate Chief
4 Diaz for his accrued executive leave.

5 **IV. FIRST CAUSE OF ACTION:**

6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

7 4.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
8 Complaint as though set forth in full herein.

9 4.2 Washington courts recognize an exception to the at-will employment doctrine
10 where an employee is terminated for reasons that contravene a clear mandate of public policy,
11 including refusing to commit an illegal act and/or upholding the law and public accountability
12 in their official capacity.

13 4.3 The Seattle Accountability Ordinance articulates a clear mandate of public
14 policy requiring that all disciplinary actions involving SPD officers respect due process and
15 accountability procedures. The Accountability Ordinance clearly establishes a public policy in
16 favor of lawful, transparent, and accountable policing. It reflects a municipally codified
17 commitment to integrity in public service, especially regarding law enforcement.

18 4.4 The Accountability Ordinance promotes constitutional policing by emphasizing
19 the City's commitment to fair, unbiased, and constitutional law enforcement that aligns with
20 public safety practices that respect civil rights and community trust.

21 4.5 The Accountability Ordinance mandates transparent investigations into
22 misconduct within the Seattle Police Department and explicitly prohibits interference in
23 accountability functions and mandates integrity in the handling of complaints.

24 4.6 The Accountability Ordinance contains strict legal and ethical duties that require
25 all City employees and officials involved in accountability processes to comply with the rules
26 laid out in the Ordinance and includes anti-retaliation protections for individuals—including
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1 City employees—who report misconduct or participate in oversight processes. Violations of
2 those legal and ethical duties undermine public trust and constitute legal or ethical breaches.

3 4.7 The Accountability Ordinance also contains specific due process requirements
4 for SPD officers, balancing officer rights with the City’s goal of transparent and accountable
5 policing. For example, officers must receive timely notice when they are the subject of a
6 complaint or investigation. Officers have the right to union or legal representation during
7 investigatory interviews, consistent with collective bargaining agreements and *Weingarten*
8 rights. Officers are also given the opportunity to respond to allegations during investigations,
9 including providing a statement, presenting evidence or witnesses, and rebutting findings prior
10 to final discipline. Prior to any disciplinary decision, officers have the right to review relevant
11 investigative materials, which ensures they are informed about the evidence used in the
12 decision-making process.

13 4.8 Similarly, SMC Chapter 3.29 sets the framework for how complaints of police
14 misconduct are handled and outlines the investigatory process, officer rights, and structural
15 independence of the accountability system. The purpose of SMC Chapter 3.29 is to promote
16 police accountability, public trust, and constitutional policing, which constitutes a clear
17 mandate of public policy.

18 4.9 SMC Chapter 3.29 articulates an explicit municipal public policy requiring that
19 SPD discipline must follow due process, be based on completed investigations, and be free from
20 political interference.

21 4.10 Chief Diaz’s refusal to unlawfully terminate and/or discipline certain Seattle
22 Police Officers, including Dan Auderer, without affording those officers due process was a
23 refusal to commit an illegal act in violation of the public policy articulated in both the
24 Accountability Ordinance and SMC Chapter 3.29.

25 4.11 In response to Chief Diaz’s refusal to commit these illegal acts, the City initially
26 retaliated against Chief Diaz by discharging him as Chief of Police and subjecting him to a
27

1 biased and unfair investigation that allegedly was the City's and Mayor Harrell's basis for
2 terminating his employment from the City of Seattle.

3 4.12 Chief Diaz's eventual termination was a direct result of his lawful refusal to
4 commit illegal acts, satisfying the causation requirement under Washington law.

5 4.13 Additionally, under the *Perritt* factors, the City's conduct constitutes wrongful
6 termination in violation of public policy where the City investigated, disciplined, and
7 terminated Chief Diaz in retaliation for his protected activities. Chief Diaz's protected activities
8 were a substantial factor in the City's decision to terminate him, and the City cannot offer an
9 overriding justification for Chief Diaz's termination.

10 4.14 As a direct, foreseeable, and proximate result of this wrongful termination, Chief
11 Diaz suffered and continues to suffer economic and non-economic damages, past and future,
12 including lost wages and emotional distress.

13 **V. SECOND CAUSE OF ACTION:**

14 **RETALIATION IN VIOLATION OF WASHINGTON'S LAW AGAINST**

15 **DISCRIMINATION, RCW 49.60 ET SEQ.**

16 5.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
17 Complaint as though set forth in full herein.

18 5.2 RCW 49.60.210 makes it unlawful to discriminate and/or retaliate against an
19 individual who engages in protected activity or opposition activity.

20 5.3 Chief Diaz engaged in protected activity on several occasions by both
21 participating in workplace investigations involving allegations of sexual harassment and by
22 opposing sexual harassment in the workplace.

23 5.4 As a result of Chief Diaz's protected activity, the City retaliated by discharging
24 Chief Diaz as Chief of Police, placing him in a manufactured "special assignment", subjecting
25 him to a retaliatory investigation, placing him on administrative leave, publicly defaming and
26 casting him in a false light by accusing him of dishonesty, false statements, and unprofessional
27 conduct, and wrongfully terminating his employment as a City employee.

1 5.5 The City's adverse actions, including termination of Chief Diaz, were made
2 under circumstances that raise a reasonable inference of retaliation and discrimination.

3 5.6 As a direct, foreseeable, and proximate cause of the City's actions, Chief Diaz
4 has been injured and suffers damages.

5 5.7 Chief Diaz's damages include, but are not limited to, economic and non-
6 economic damages in an amount to be proven at trial. Chief Diaz's damages are continuing.

7 **VI. THIRD CAUSE OF ACTION:**

8 **VIOLATION OF WASHINGTON'S SILENCED NO MORE ACT, RCW 49.44.211**

9 6.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
10 Complaint as though set forth in full herein.

11 6.2 RCW 49.44.211(3) makes it unlawful for an employer to discharge or otherwise
12 discriminate or retaliate against an employee for discussing or attempting to protect what the
13 employee reasonably believes is a public policy.

14 6.3 Chief Diaz disclosed, discussed, and attempted to protect public policy by:
15 (1) refusing to violate the Accountability Ordinance and to discipline certain Seattle Police
16 Officers, including Dan Auderer, without appropriate due process; and (2) opposing sexual
17 harassment suffered by Tompkins.

18 6.4 In response for disclosing, discussing, and attempting to protect these public
19 policies, the City retaliated against Chief Diaz by discharging him as Chief of Police and
20 subjecting him to a biased and unfair investigation that allegedly was the City's and Mayor
21 Harrell's basis for terminating his employment from the City of Seattle.

22 6.5 As a direct, foreseeable, and proximate result of this unlawful conduct and
23 subsequent wrongful termination, Chief Diaz suffered and continues to suffer economic and
24 non-economic damages, past and future, including lost wages and emotional distress.

1 **VII. FOURTH CAUSE OF ACTION:**

2 **VIOLATION OF SEATTLE MUNICIPAL CODE CHAPTER 14.04**

3 7.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
4 Complaint as though set forth in full herein.

5 7.2 Seattle's Municipal Code Chapter 14.04, titled "Fair Employment Practices,"
6 prohibits discrimination and retaliation in the workplace, aligning with the protections offered
7 by the WLAD.

8 7.3 This chapter makes it unlawful for employers to discriminate against individuals
9 based on protected characteristics. Additionally, the code prohibits retaliation against
10 individuals who engage in protected activity, oppose discriminatory practices, file a complaint,
11 or assist in an investigation related to discrimination.

12 7.4 Chief Diaz engaged in protected activity on several occasions by participating
13 in workplace investigations and opposing conduct he reasonably believed to constitute sexual
14 harassment.

15 7.5 As a result of Chief Diaz's protected activity, the City retaliated by discharging
16 Diaz as Chief of Police, placing him in a "special assignment", subjecting him to a retaliatory
17 investigation, placing him on administrative leave, publicly defaming and casting him in a false
18 light by accusing him of dishonesty, false statements, and unprofessional conduct, and
19 wrongfully terminating his employment as a City employee.

20 7.6 The City's adverse actions, including termination of Chief Diaz, were made
21 under circumstances that raise a reasonable inference of retaliation and discrimination.

22 7.7 As a direct, foreseeable, and proximate cause of the City's actions, Chief Diaz
23 has been injured and suffers damages.

24 7.8 Chief Diaz's damages include, but are not limited to, economic and non-
25 economic damages in an amount to be proven at trial. Chief Diaz's damages are continuing.
26
27

VIII. FIFTH CAUSE OF ACTION:
VIOLATIONS OF WASHINGTON'S PUBLIC RECORDS DISCLOSURE ACT,
RCW 42.56.010, ET SEQ.

8.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this Complaint as though set forth in full herein.

8.2 RCW 42.56.540 requires agencies to provide notice to affected third parties prior to releasing records that implicate their rights or interests, particularly when those records contain sensitive or potentially exempt information.

8.3 The City failed to provide such notice to Chief Diaz and other third parties before releasing the records, depriving Chief Diaz of the opportunity to seek judicial relief to prevent the release.

8.4 The City's failure to provide notice constitutes a violation of the PRA, entitling Chief Diaz to declaratory relief, injunctive relief, damages, and attorney's fees and costs under RCW 42.56.550.

8.5 RCW 42.56.080(2) also prohibits agencies from distinguishing among requesters and requires records to be made available to the public on an equal basis.

8.6 Inspector Judge's selective disclosure of the records related to the investigation of Chief Diaz to only certain individuals and select members of the media, while failing to make the same records equally accessible to the general public, constitutes a violation by the City of this provision.

8.7 The City's discriminatory disclosure has caused harm to Chief Diaz and undermines the principles of transparency and equal access enshrined in the PRA.

8.8 The PRA also required the City to track and log public records requests related to the OIG's investigation of Chief Diaz, including the following details:

- a. Date the request was received;
- b. Name or contact information of the requester, if provided;
- c. Description of the records requested; and

1 d. Disposition of the request (e.g., granted, partially denied, or
2 denied) and reasons for denial, if applicable.

3 8.9 Pursuant to RCW 42.56.100, the City was also required to document the steps
4 taken to search for records responsive to a request for records related to the OIG's investigation
5 of Chief Diaz and to maintain records of communication with the requestor. On information
6 and belief, the City failed to comply with these tracking requirements regarding PRA requests
7 for records related to Chief Diaz.

8 8.10 Pursuant to RCW 42.56.520, the City was also required to track and document
9 the timeline for responding to a request for the OIG's investigation of Chief Diaz, including the
10 initial response acknowledging the request within five business days, the estimated time to
11 fulfill the request, and any extensions needed to process the request. On information and belief,
12 the City failed to comply with these tracking requirements regarding PRA requests for records
13 related to Chief Diaz.

14 8.11 These tracking requirements are essential to comply with the PRA and to provide
15 transparency and accountability in public records management. Despite these mandatory
16 requirements, the City refused to comply with these tracking requirements.

17 8.12 The City's failure and/or refusal to comply with these mandatory tracking
18 requirements has caused harm to Chief Diaz and further undermines the principles of
19 transparency and equal access enshrined in the PRA.

20 8.13 Chief Diaz is entitled to declaratory relief, injunctive relief, damages, and
21 attorney's fees and costs under RCW 42.56.550.

22 **IX. SIXTH CAUSE OF ACTION:**

23 **DEFAMATION PER SE**

24 9.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
25 Complaint as though set forth in full herein.

26 9.2 The statements made by the City, including Mayor Harrell, as described above,
27 are false and exposed Chief Diaz to contempt, ridicule, and deprived him of the benefit of public

1 confidence and social intercourse, and injured him in his business, trade, profession, and office,
2 creating a cause of action for defamation per se at the time of the false statements.

3 9.3 The statements made by City, including Mayor Harrell, as described above, are
4 not privileged communications.

5 9.4 The City, including Mayor Harrell, acted with actual malice, reckless disregard
6 for the truth, and/or negligence.

7 9.5 As a direct, foreseeable, and proximate result of the defamation per se by the
8 City, including Mayor Harrell, Chief Diaz suffered and continues to suffer economic and non-
9 economic damages, past and future, including lost wages and emotional distress.

10 **X. SEVENTH CAUSE OF ACTION:**

11 **DEFAMATION**

12 10.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
13 Complaint as though set forth in full herein.

14 10.2 The statements made by City, including Mayor Harrell, as described above, are
15 false and created a cause of action for defamation.

16 10.3 The statements made by City, including Mayor Harell, as described above, are
17 not protected.

18 10.4 The City, including Mayor Harrell, acted with actual malice, reckless disregard
19 for the truth, and/or negligence.

20 10.5 As a direct, foreseeable, and proximate result of defamation by the City,
21 including Mayor Harrell, Chief Diaz suffered and continues to suffer economic and non-
22 economic damages, past and future, including lost wages and emotional distress.

23 **XI. EIGHTH CAUSE OF ACTION:**

24 **FALSE LIGHT**

25 11.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
26 Complaint as though set forth in full herein.

1 11.2 The statements made by the City, including Mayor Harrell, described above
2 would be highly offensive to a reasonable person, and the City knew or recklessly disregarded
3 the falsity of his statements as described above.

4 11.3 The statements made by the City, including Mayor Harrell described above,
5 created a cause of action for false light.

6 11.4 The statements made by the City, including Mayor Harrell, as described above,
7 are not protected.

8 11.5 The City, including Mayor Harrell, acted with actual malice, reckless disregard
9 for the truth, and/or negligence.

10 11.6 As a direct, foreseeable, and proximate result of the conduct by the City,
11 including Mayor Harrell, Chief Diaz suffered and continues to suffer economic and non-
12 economic damages, past and future, including lost wages and emotional distress.

13 **XII. NINTH CAUSE OF ACTION:**

14 **VIOLATION OF RCW 49.52.010 ET SEQ.**

15 12.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
16 Complaint as though set forth in full herein.

17 12.2 Under Washington's Wage Rebate Act, "any employer and any officer, vice
18 principal, or agent of any employer" who "willfully and with an intent to deprive employee of
19 any part of his wages" withholds wages unlawfully and is liable in a civil action for twice the
20 amount of wages unlawfully withheld, together with the employee's reasonable attorneys' fees
21 and costs. RCW 49.52.050, .070.

22 12.3 At the time of his termination, the City failed to fully compensate Chief Diaz for
23 his accrued executive leave. The City initially ignored Chief Diaz's repeated requests to review
24 his pay stubs while he was employed. It was only after being terminated that Chief Diaz learned
25 the City had misclassified and paid out his executive leave as "sick leave", an error that resulted
26 in a significant financial shortfall of tens of thousands of dollars to Chief Diaz.

1 12.4 Through the unlawful conduct described above, the City willfully and
2 knowingly deprived Chief Diaz of part of his wages with respect to his earned executive leave
3 pay.

4 12.5 Chief Diaz did not knowingly submit to any withholding of wages by the City.

5 12.6 The City is liable to Chief Diaz for unpaid wages in an amount to be determined
6 at trial as well as double damages, costs, and attorneys' fees.

7 **XIII. TENTH CAUSE OF ACTION:**

8 **VIOLATIONS OF SEATTLE MUNICIPAL CODE CHAPTER 14.20.020**

9 13.1 Chief Diaz re-alleges and incorporates herein all preceding paragraphs in this
10 Complaint as though set forth in full herein.

11 13.2 SMC 14.20.20, titled "Wage Theft Ordinance", provides that "[a]n employer
12 shall pay all compensation owed to an employee by reason of employment on an established
13 regular pay date at no longer than monthly payment intervals."

14 13.3 SMC 14.20.010 defines "compensation" to include "promised or legislatively
15 required paid leave."

16 13.4 The City's failure to compensate Chief Diaz fully for his accrued executive leave
17 at the time of his termination constitutes a violation of Chapter 14.20 of the SMC.

18 13.5 As a result of the City's unlawful conduct, Chief Diaz is entitled to damages in
19 an amount to be determined at trial including pre- and post-judgment interest, double damages,
20 and attorneys' fees and costs pursuant to SMC 14.20.090.

21 **XIV. PRAYER FOR RELIEF**

22 WHEREFORE, Chief Diaz prays for judgment against Defendants as follows:

23 14.1 That the Court award Chief Diaz economic damages including, but not limited
24 to, lost wages, front pay, back pay, lost benefits, adjustment for tax implications, and interest
25 in amounts to be determined at trial;

26 14.2 For actual damages and costs of lost job opportunities and cost of finding new
27 employment;

14.3 For general damages for pain and suffering, humiliation, and loss of reputation;

14.4 For pre- and post-judgment interest on the amounts of damages awarded according to law;

14.5 A declaratory judgment that Defendant the City of Seattle violated the PRA by:

(1) Failing to provide the required third-party notice under RCW 42.56.540; and (2) Engaging in discriminatory disclosure practices in violation of RCW 42.56.080(2);

14.6 An injunction requiring Defendants to: (1) cease all discriminatory disclosure practices; and (2) implement policies and procedures to ensure compliance with the PRA;

14.7 Statutory damages for each day that Chief Diaz’s rights under the PRA were violated, as provided by RCW 42.56.550(4);

14.8 For Chief Diaz's reasonable attorney's fees and costs of suit; and

14.9 For such other and further relief as the court may deem just and equitable under the circumstances.

DATED this 28th day of May, 2025.

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