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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF FRANKLIN

W.S.,

Plaintiff,

v.

CITY OF PASCO, a Washington
Municipal Corporation; BRANDEN
UPTON, Individually and in his Official
Capacity as a Pasco Police Department
Officer; and JOHN/JANE DOES 1-10,

Defendants.

Case No. 26-2-50820-11

COMPLAINT FOR DAMAGES

I. PARTIES

1.1 Plaintiff W.S. is, and at all times material to this Complaint was, an adult resident of Pasco, Washington. She is the claimant who, as a victim of domestic violence, contacted the Pasco Police Department for assistance and became the victim of the misconduct described below.

1.2 Defendant City of Pasco is a Washington municipal corporation organized under the laws of the State of Washington and located in Franklin County. The City of Pasco operates the Pasco Police Department and is responsible for the hiring, training, supervision, retention, and discipline of its police officers, including Defendant Branden Upton.



1 1.3 Defendant Branden Upton is, and at all times material to this Complaint was, a
2 commissioned law enforcement officer employed by the City of Pasco Police Department. He is
3 sued in his individual capacity and in his official capacity. At all material times, Defendant
4 Upton acted under color of his authority as a Pasco police officer and within the course and
5 scope of his employment with the City of Pasco, except to the extent any act is later determined
6 to fall outside that scope, in which event he is liable individually.

7 1.4 Defendants John/Jane Does 1–10 are City of Pasco employees, supervisors,
8 policymakers, or agents whose identities are presently unknown to Plaintiff and who are
9 responsible, in whole or in part, for the supervision of Defendant Upton, for the policies and
10 customs described below, or for the acts and omissions alleged in this Complaint. Plaintiff will
11 amend this Complaint to substitute the true names of these Defendants when they are
12 ascertained.

13 **II. JURISDICTION AND VENUE**

14 2.1 This Court has subject matter jurisdiction over this action under article IV, section
15 6 of the Washington Constitution and RCW 2.08.010, which vest the superior courts with
16 original jurisdiction over civil actions at law for damages.

17 2.2 The amount in controversy exceeds the jurisdictional minimum of this Court,
18 exclusive of interest and costs.

19 2.3 Venue is proper in Franklin County. The tortious conduct alleged in this
20 Complaint occurred at Plaintiff's residence in Pasco, Franklin County, Washington, and through
21 electronic communications directed to her there. Defendant City of Pasco is a Washington
22 municipal corporation located in and residing in Franklin County, and Defendant Upton
23 committed the acts alleged in Franklin County while employed by the City of Pasco. Venue is



1 therefore proper in Franklin County under RCW 4.12.020(3), which lays venue in the county in
2 which the cause of action or some part thereof arose, and under RCW 4.12.025(3), which lays
3 venue against a municipal-corporation defendant in the county where the tort was committed and
4 where the entity resides and transacts business.

5 **III. COMPLIANCE WITH RCW 4.96.020 (CONDITION PRECEDENT)**

6 3.1 Before commencing this action, Plaintiff presented a verified Claim for Damages
7 to the City of Pasco in compliance with RCW 4.96.020. The claim was filed on April 12, 2026,
8 and was received on April 13, 2026, by Krystle Shanks, Deputy City Clerk of the City of Pasco,
9 on behalf of the City Clerk, the City's designated agent for receipt of claims, at 525 N. 3rd
10 Avenue, Pasco, Washington 99301.

11 3.2 More than sixty (60) calendar days have elapsed since the Claim for Damages
12 was presented to the City of Pasco. The City did not resolve the claim within that period. The
13 sixty-day waiting period required by RCW 4.96.020(4) has therefore expired, and the statutory
14 prerequisite to suit is satisfied.

15 3.3 All conditions precedent to the maintenance of this action have been performed or
16 have occurred.

17 **IV. FACTUAL ALLEGATIONS**

18 4.1 On or about December 13, 2016, Defendant Upton was sworn in as a police
19 officer with the Pasco Police Department.

20 4.2 As a police officer with the Pasco Police Department, Defendant Upton was
21 employed by the City of Pasco.

22 4.3 Defendant Upton, like all employees of the Pasco Police Department, abide by a
23 Canon of Ethics as adopted by the International Association of Chiefs of Police.



1 4.4 The Canon of Ethics adopted by the International Association of Chiefs of Police
2 states, in part:

3 I will live by example, remembering that my character and conduct,
4 on-duty and off, directly influence the legitimacy of the policing
5 profession. I will exercise self-restraint and maintain courageous
6 calm in the face of danger, scorn, and ridicule and be constantly
7 mindful of the welfare of others as well as my own well-being.

8 I will never act officiously or permit bias or personal gain to
9 influence my decisions. I will strive to protect the vulnerable from
10 harm. If this fails, I will seek to identify and apprehend offenders,
11 professionally and appropriately holding them to account. I will not
12 solicit or accept any gifts, bribes, or anything of value from any
13 person or entity that may create a perception of benefit or influence
14 my performance as a public servant.

15 I recognize my shield of office as a symbol of public faith, and I
16 accept it as a public trust to be held so long as I am true to the ethics
17 of police service. I will not engage in or condone acts of corruption,
18 take advantage of circumstances for personal gain, or accept
19 gratuities, and I promise to intervene when met with any
20 unjustifiable acts by members of my profession.

21 4.5 Defendant Upton, like all employees of the Pasco Police Department, must not
22 participate in any incident involving moral turpitude, which impairs his ability to perform as a
23 law enforcement officer.

 4.6 Defendant Upton, like all employees of the Pasco Police Department must not
willfully abuse his authority as an officer.

 4.7 Defendants know, or should know, the danger to a victim of domestic violence
increases when the victim discloses abuse to law enforcement.

 4.8 Defendants know, or should know, trauma victims, especially victims of domestic
violence experience heightened changes to their cognition, judgment, emotional dependence, and
interpersonal interactions following the trauma.



1 4.9 Defendants know, or should know, that victims of domestic violence are uniquely
2 vulnerable.

3 4.10 Defendants know, or should know, it is sexual misconduct for an officer to take
4 advantage of his or her position in law enforcement to misuse authority and power in order to
5 commit a sexual act, initiate sexual contact with another person, or respond to a perceived
6 sexually motivated cue from another person.

7 4.11 Defendants know, or should know, that any communication or behavior by an
8 officer that would likely be construed as lewd, lascivious, inappropriate, or unbecoming an
9 officer violates general principles of acceptable conduct common to law enforcement.

10 4.12 Defendants know, or should know, that it is sexual misconduct for an officer to
11 initiate sexual contact with another person, especially a victim of a crime, while on duty.

12 4.13 Defendants know, or should know, that it is sexual misconduct for an officer to
13 engage in citizen-initiated sexual contact while on duty.

14 4.14 Defendants know, or should know, that it is sexual misconduct for an officer to
15 engage in any sexual behavior while on duty (e.g. masturbation, viewing and/or distributing
16 pornographic images, sexting, or engaging in sexual contact with another person).

17 4.15 Defendants know, or should know, that conditions of law enforcement officers
18 create unique opportunities for sexual misconduct by officers because law enforcement officers:
19 (1) have power and authority over others, (2) work independently, (3) sometimes function
20 without direct supervision, (4) often work late into the night when their conduct is less in the
21 public eye, and (5) engage with vulnerable populations who lack power and are often perceived
22 as less credible (e.g. juveniles, crime victims, undocumented people, and those with addictions
23 and mental issues).



1 4.16 Despite the knowledge he had, and armed with the knowledge of his training and
2 experience as set forth in paragraphs 4.1 through 4.15, Defendant Upton exploited the
3 vulnerabilities of Plaintiff and engaged in sexual conduct with her as is more fully described
4 below.

5 4.17 On March 6, 2026, Plaintiff contacted the Pasco Police Department non-
6 emergency dispatch to report a domestic dispute involving her partner at the time, Todd Sterling.

7 4.18 Pasco Police Department Case No. 2026-00011406 was opened on the same day,
8 and Defendant Upton was dispatched as the responding and investigating officer.

9 4.19 Defendant Upton responded to Plaintiff's home at 10410 Chinook Drive, Pasco,
10 spoke with the parties, and returned that evening to deliver a domestic-violence victim services
11 card bearing his contact information and the case number. The initial contact was captured by
12 Plaintiff's home security camera system. Through this official contact, Defendant Upton
13 obtained Plaintiff's home address, telephone number, personal email address, and intimate and
14 personal details of her relationship and domestic-violence circumstances.

15 4.20 Within hours, Defendant Upton converted the domestic-violence investigation
16 into a personal and sexual pursuit of the victim in that investigation.

17 4.21 Defendant Upton offered Plaintiff his personal and work email addresses and
18 invited her to contact him at his personal address.

19 4.22 On March 11, 2026, at the invitation of Defendant Upton, Plaintiff emailed
20 Defendant Upton.

21 4.23 Defendant Upton replied that she had been "picking up what I was putting down,"
22 and within the same exchange proposed visiting her home the following afternoon, noting that he
23



1 knew where she lived because he had been dispatched there. Defendant Upton directed Plaintiff
2 to take down her home security cameras before his visits, which she did.

3 4.24 On March 12, 2026, at approximately 1:00 p.m., Defendant Upton visited
4 Plaintiff's home while on duty and in his patrol vehicle. He deactivated his city-issued body-
5 worn camera before entering and received oral sex from Plaintiff. Plaintiff's children were at
6 daycare.

7 4.25 That same afternoon, while admittedly on duty and on the City's clock, Defendant
8 Upton solicited sexually explicit photographs from Plaintiff by email, which Plaintiff provided.

9 4.26 On March 14, 2026, Defendant Upton again visited Plaintiff's home while on
10 duty, removing his body-worn camera before entering.

11 4.27 On March 16, 2026, Defendant Upton again solicited from Plaintiff a sexually
12 explicit video of herself, which she sent at his request.

13 4.28 On March 19, 2026, the day before Plaintiff's scheduled hearing to extend a
14 domestic-violence protective order, Defendant Upton—the assigned investigator on Plaintiff's
15 own case—counseled Plaintiff on how to obtain her police records and how to present her case to
16 the court.

17 4.29 On March 20, 2026, while Plaintiff was in court extending her protective order in
18 a matter Defendant Upton was investigating, and later that same evening, Defendant Upton
19 drove his patrol vehicle to Plaintiff's home while on duty, deactivated his body-worn camera,
20 and received oral sex from Plaintiff a second time.

21 4.30 Plaintiff attempted to end the contact with Defendant Upton on March 22, 2026.
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1 4.31 When Plaintiff attempted to end the contact on March 22, 2026, Defendant Upton
2 pressed her answers to questions designed to protect him in his own personal relationship and in
3 his role as an officer with the City of Pasco.

4 4.32 On March 23, 2026, Plaintiff and Defendant Upton spoke on a telephone call
5 lasting fifty-four minutes until Defendant Upton satisfied his concerns of secrecy.

6 4.33 On March 30, 2026, notwithstanding a stated promise to keep his distance, and
7 using a fictitious Facebook profile under the name "Dairy Evans", Defendant Upton arranged,
8 yet again, to meet Plaintiff at Gesa Stadium in Pasco on that date.

9 4.34 At the March 30, 2026, meeting, Defendant Upton instructed Plaintiff to delete all
10 of their emails, clear all text messages, fabricate a cover story that they had known one another
11 before he became a police officer, lie to any court or judge who asked about the relationship, and
12 ensure that his wife did not learn of it. He told Plaintiff he would permanently delete his personal
13 email account.

14 4.35 Throughout this period, Defendant Upton repeatedly removed his body-worn
15 camera before on-duty visits to Plaintiff's home, in contravention of Pasco Police Department
16 body-worn camera policy. He acknowledged in writing that his conduct could not be discussed
17 on his work phone and confirmed that the relationship was a "secret." Defendant Upton further
18 admitted that he delayed writing the police report on Plaintiff's March 6 call because he wished
19 to pursue a personal relationship with her, compromising the integrity of the very investigation
20 he was assigned to conduct.

21 4.36 At all material times, Plaintiff was a domestic-violence victim with a pending
22 protective-order matter, and Defendant Upton was the sole assigned investigator on her case. He
23 controlled whether and how her case was documented. Given this power differential, Plaintiff



1 was intimidated, coerced, and vulnerable to Defendant Upton's sexual demands. Plaintiff has
2 described the on-duty encounters as a "compromise" that she submitted to because she felt she
3 had "no other choice" given Defendant Upton's role as the investigating officer on her active
4 domestic-violence case.

5 4.37 As a direct and proximate result of Defendant Upton's conduct, and of the City of
6 Pasco's acts and omissions described below, Plaintiff has suffered the injuries and damages
7 alleged in this Complaint.

8 **V. CAUSES OF ACTION**

9 Plaintiff realleges and incorporates by reference each preceding paragraph of this
10 Complaint as though fully set forth in each cause of action below.

11 **Assault and Battery (Against Defendant Upton)**

12 5.1 Defendant Upton intentionally caused harmful and offensive sexual contact with
13 Plaintiff's person without her free and voluntary consent. Any apparent consent was vitiated by
14 Defendant Upton's exploitation of his authority as the law enforcement officer assigned to
15 investigate Plaintiff's domestic-violence case and by the coercive circumstances of that
16 relationship.

17 5.2 Defendant Upton's conduct was intentional, offensive, and committed with
18 knowledge that it was wrongful, as shown by his concealment efforts and his instructions to
19 Plaintiff to destroy evidence and lie to the courts.

20 5.3 As a direct and proximate result of the assault and battery, Plaintiff has suffered
21 the damages alleged in this Complaint.

22 **Outrage / Intentional Infliction of Emotional Distress (Against Defendant Upton)**



1 5.4 Defendant Upton's conduct—exploiting a domestic-violence victim for sexual
2 gratification while controlling her open investigation, soliciting explicit images and videos while
3 on duty, and then directing her to destroy evidence and lie to the courts—was extreme and
4 outrageous, beyond all bounds of decency, and utterly intolerable in a civilized community.

5 5.5 Defendant Upton acted intentionally or with reckless disregard of the probability
6 of causing Plaintiff severe emotional distress.

7 5.6 Defendant Upton's conduct in fact caused Plaintiff severe emotional distress, for
8 which Plaintiff is entitled to damages.

9 **Negligent Hiring, Training, Supervision, and Retention (Against the City of Pasco)**

10 5.9 The City of Pasco owed Plaintiff a duty to exercise reasonable care in the hiring,
11 training, supervision, retention, and discipline of its police officers, including Defendant Upton,
12 so as to protect members of the public—and particularly vulnerable crime victims who come into
13 contact with its officers—from foreseeable and known harm.

14 5.10 The City of Pasco breached that duty, including by failing to train and supervise
15 officers regarding sexual contact with persons in open investigations, failing to enforce its body-
16 worn camera policy, and failing to maintain any oversight mechanism for an officer assigned as
17 the sole investigator on a domestic-violence victim's case.

18 5.11 The City knew or, in the exercise of reasonable care, should have known of the
19 risk that an officer in Defendant Upton's position could exploit a vulnerable crime victim, and
20 the City's failure to guard against that risk was a proximate cause of the harm to Plaintiff.

21 5.12 As a direct and proximate result of the City's negligence, Plaintiff has suffered the
22 damages alleged in this Complaint.

23 **Vicarious Liability / Respondeat Superior (Against the City of Pasco)**



1 5.13 At the times of the on-duty visits, Defendant Upton was acting within the course
2 and scope of his employment with the City of Pasco: he was on duty, on the City's clock, in his
3 City patrol vehicle, and exercising the access and authority conferred by his office as the
4 investigating officer on Plaintiff's case.

5 5.14 The City of Pasco is therefore vicariously liable for the tortious conduct of
6 Defendant Upton committed within the course and scope of his employment, including the
7 assault and battery and the intentional infliction of emotional distress alleged above.

8 5.15 As a direct and proximate result, Plaintiff has suffered the damages alleged in this
9 Complaint.

10 **Discrimination Based on Sex / Gender (Against All Defendants)**

11 5.16 The Washington Law Against Discrimination (WLAD) prohibits discrimination
12 by public officers engaged in governmental functions, including Defendant Upton, on the basis
13 of sex and/or gender. RCW 49.60, et seq.

14 5.17 Plaintiff falls within the class of persons protected against discrimination by
15 public officers engaged in governmental functions, based on sex and/or gender under WLAD.

16 5.18 Defendant Upton knew Plaintiff fell within the class of persons protected against
17 discrimination based on sex and gender at all relevant times.

18 5.19 Defendant Upton knew Plaintiff, as a young woman, victim of domestic violence,
19 victim of his criminal investigation, and temporarily estranged from her life partner was at a
20 higher risk of being assaulted and taken advantage of by an officer in uniform, and targeted her
21 because of her sex and/or gender.

22 5.20 Defendant City of Pasco failed to provide adequate gender-based protocols,
23 safeguards, and/or training and supervision based on sex and/or gender to protect Plaintiff from



1 the sex and/or gender based discrimination of its officers, including Defendant Upton. This
2 failure included a failure to implement and follow proper policies, procedures, and protocols and
3 a failure to recognize the threat Defendant Upton posed to Plaintiff and the female residents of
4 Pasco.

5 5.21 Defendants' wrongful conduct at issue in this matter was based in substantial part
6 on Plaintiff's sex and gender in violation of WLAD.

7 5.22 As a direct and proximate result of this discrimination and violation of WLAD by
8 Defendants, Plaintiff has suffered and will continue to suffer damages alleged in this complaint.

9 **VI. DAMAGES**

10 6.1 As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
11 continues to suffer general damages, including substantial emotional and psychological harm—
12 anxiety, fear, shame, humiliation, loss of trust in law enforcement, and emotional distress arising
13 from the exploitation of her vulnerability as a domestic-violence victim.

14 6.2 Plaintiff has suffered and will continue to suffer special damages, including the past
15 and future costs of counseling and mental-health treatment, in amounts to be proven at trial.

16 6.3 Plaintiff's harm includes the compromise of the domestic-violence investigation
17 that Defendant Upton was assigned to conduct, and a continuing fear of retaliation given Defendant
18 Upton's continued employment and his demonstrated willingness to direct the destruction of
19 evidence and false testimony.

20 6.4 Plaintiff is entitled to recover her costs and statutory attorney fees, and reasonable
21 attorney fees under WLAD.

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1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff W.S. prays for judgment against Defendants, jointly and
3 severally, as follows:

- 4 1. For general damages in an amount to be proven at trial;
- 5 2. For special damages, including past and future counseling and mental-health
6 treatment costs, in an amount to be proven at trial;
- 7 3. For prejudgment and postjudgment interest as allowed by law;
- 8 4. For Plaintiff's costs and disbursements incurred in this action;
- 9 5. For reasonable attorney fees, expert witness fees, and the costs and expenses related
10 to bringing this lawsuit pursuant to RCW 49.60.030(2);
- 11 6. For such other and further relief as the Court deems just and equitable.

12 DATED this 1st day of July, 2026

13  WSBA 56274
14 for

15 SCOTT W. EDWARDS, WSBA 41111
16 Attorney for Plaintiff
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