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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT SITKA

GARY CRANFORD,)
)
 Plaintiff,)
)
 vs.)
)
 SITKA POLICE DEPARTMENT,)
)
 Defendant)
)
 _____) Case No. 1SI-23-_____ CI

COMPLAINT

COMES NOW the plaintiff, Gary Cranford, by and through counsel, the Northern Justice Project, LLC, and alleges and requests relief as follows:

INTRODUCTION

1. The Sitka Police Department (“SPD”) is managed by a Chief who believes that can make up the law as he sees fit, and has already been sued twice, for

1 doing exactly that.¹ For their part, some of SPD's senior officers are sycophants. The
2 SPD's ultimate supervisor, the Assembly, is either too busy doing something else or
3 simply afraid of confronting the Chief. The upshot of this generalized failure is that
4 many good officers leave the SPD – and often the ones that remain are those that
5 have best learned to be obsequious to an often arbitrary Chief.
6

7 2. Officer Gary Cranford is a victim of SPD's profound dysfunction and
8 mismanagement. The only difference between Mr. Cranford and many of the other
9 senior officers at SPD is this: Mr. Cranford is a man of principle and does not kowtow
10 to any other man. Those principles have now cost Mr. Cranford dearly.
11

12 JURISDICTION AND VENUE

13 3. Jurisdiction is proper under AS 22.10.020(c) and (g).
14

15 4. Venue is proper under AS 22.10.030 and Alaska Civil Rule 3(c).
16

17 PARTIES

18 5. The plaintiff, Gary Cranford, was a sergeant at the SPD until he was
19 illegally demoted on March 8, 2023.

20 6. The SPD is the police department in Sitka and is managed and operated
21 by the City and Borough of Sitka.
22

23 FACTUAL BACKGROUND

24 7. Gary Cranford was born to serve. He spent 20 years in the United States
25

26 ¹ See *Ronald Dick v. Baty and City and Borough of Sitka*, Case 3:23-cv-00041-HRH (Baty was
27 sued for making up the law vis à vis the types of power driven mobility devices that disabled
28 Sitkans can use in Sitka); *Baranof Taxi & Tours, LLC et al vs. Baty, Robert*, 1SI-23-00045CI
(Baty was sued for making up the law vis à vis local taxi and tour regulations).

1 Navy doing just that. From 1994 – 2014, he served in the United States Navy. For
2 many of those years, Officer Cranford served as a military police officer.

3
4 8. Upon honorably serving in the Navy for 20 years, Officer Cranford
5 retired from the Navy and began working for the SPD. He was a real catch for the
6 beleaguered and chronically understaffed SPD: he brought decades of law
7 enforcement experience to the SPD *and* years of supervising and mentoring other law
8 enforcement officers.

9
10 9. Officer Cranford moved his wife and three kids to Sitka and bought a
11 home and found that Sitka was his and his family’s new community. Officer Cranford
12 has been married to his wife for 27 years.

13
14 10. The SPD quickly realized that Officer Cranford was precisely the sort of
15 officer that they had been hoping to recruit and hire: within 3.5 years Officer
16 Cranford was promoted to Sergeant.

17
18 11. At all points in time, Officer Cranford received good annual reviews from
19 his SPD supervisors.

20
21 12. At all points in time, most officers wanted to work on Officer Cranford’s
22 shifts because he is a fair and even-keeled manager.

23
24 13. Things began to change when Robert Baty took over as Chief of SPD.
25 Baty seemed to value obsequiousness and blind obedience from his officers, more so
26 than other traits. And Baty had brought in a new Lieutenant (Achee) that had
27 previously engaged in serious misconduct while an officer elsewhere in the State, i.e.,
28 driving an agency vehicle while drunk. But Lieutenant Achee’s misconduct did not

1 appear dispositive to Baty because, perhaps, in Achee, Baty had an obedient
2 subordinate.

3
4 14. Certain officers at SPD were unqualified or somewhat disturbed. One
5 such officer was Officer Blackmon. In June 2022, Blackmon performed some nutty
6 “rap” dance to Black rap music while on duty. She did the dance in front of the only
7 black officer at the SPD. She then sent a video of her “rap” dance to other officers in
8 the SPD. A complaint was filed with Baty and Achee. They did nothing about it. The
9 black officer left the SPD. Blackmon continued serving with no apparent
10 repercussions.
11

12
13 15. Blackmon had made two prior complaints about other SPD officers,
14 Henning and Steele. Baty knew or should have known of these prior complaints by
15 Blackmon.

16
17 16. While with the SPD, Blackmon allowed one of her kids to impersonate
18 an SPD officer. Baty knew or should have known of this, but, again, did nothing.

19
20 17. Blackmon allowed one of her kids to have unescorted access to the SPD.
21 Baty knew or should have known of this, but, again, did nothing.

22
23 18. In late September 2022, Officer Cranford decided to leave the SPD. He
24 interviewed for a position in the Chehalis Police Department. Because Officer
25 Cranford conducts himself always in a straightforward way, he informed Baty of this
26 fact. Baty said that he was going to “write off” Cranford.

27
28 19. In November, there was a meeting at SPD. Achee called out Officer
Cranford for an alleged mistake in a report. Two other obsequious officers, Ewers

1 and Steele, parroted Achee’s nonsense. Officer Cranford pointed out that Ewers and
2 Steele were cowards and would do anything to kiss up to Baty and Achee but Officer
3 Cranford had no respect for such servility.
4

5 20. On December 18, 2022, a former SPD officer committed suicide. Baty
6 told Officer Cranford to steal certain items from the scene. Officer Cranford did not
7 do so.
8

9 21. On December 20, 2022, the Chehalis Department was moving forward
10 with the hiring of Officer Cranford: it asked SPD for Officer Cranford’s entire file.

11 22. On December 26, 2022, Steele came to the SPD and told some other
12 officers that were there that a neighbor of his had told him that “someone” had said
13 something negative about the SPD and Steele; Steele was guessing it might be Officer
14 Cranford. Some of the gathered officers, specifically, Officer Blackmon, then allegedly
15 told Steele that she, too, thought that Officer Cranford had done some inappropriate
16 things while at SPD, many months ago. Things that Officer Blackmon had never
17 bother mentioning to anyone. But now, Officer Blackmon *did* want to complain about
18 Officer Cranford. Steele immediately sent an email to Baty informing Baty of the
19 nonsense claims being made by Steele’s neighbor and Officer Blackmon.
20
21

22 23. To their discredit, Baty and Achee immediately placed Officer Cranford
23 on Administrative Leave. He was ordered to leave the building immediately and
24 surrender his guns and his badge and other SPD equipment. Before he could do so,
25 Steele effectively broke into Officer Cranford’s SPD locker – claiming he was
26 “helping” collect SPDs’ belongings. Officer Cranford called Steele an obsequious
27
28

1 backstabbing coward for his conduct.

2 24. Officer Cranford was served with a Notice of Administrative
3 Investigation and told he needed to appear for an interrogation on January 2, 2023
4 concerning the complaints made by Steele and Blackmon.
5

6 25. At the interrogation on January 2, 2023, Officer Cranford answered all
7 of Achee's questions, insofar as they concerned the Notice of Administrative
8 Investigation. Officer Cranford explained that Blackmon was simply making up tall
9 tales and that corroborating witnesses would confirm as much.
10

11 26. Achee began asking questions that had nothing to do with the Notice of
12 Administrative Investigation. Officer Cranford objected.
13

14 27. So, Baty and Achee served Officer Cranford with a "Supplemental Notice
15 of Investigation" on January 6, 2023, with additional allegations. Officer Cranford
16 was ordered to appear for a second interrogation on January 6. At this second
17 interrogation, Officer Cranford again answered all of Achee's questions and explained
18 that Blackmon was simply making up tall tales and that corroborating witnesses
19 would confirm as much.
20

21 28. In late January 2023, Officer Cranford's union asked for a copy of SPD's
22 investigatory file (called an "Administrative Investigation file" or "AI file") so that it
23 could properly represent Officer Cranford, since his career seemed to be in jeopardy.
24 Baty began his dissembling. First, Baty refused to give the Union a copy of the SPD's
25 rules governing Administrative Investigations. Then, Baty finally relented and finally
26 turned over a copy of the SPD's rules governing all Administrative Investigations but
27
28

1 then Baty claimed that he did not have any access to the actual AI file for Officer
2 Cranford. Baty thus refused to give the Union a copy of the file -- even though the
3 SPD's AI policies **explicitly required** that the AI file be kept at all times **in the Chief's**
4 **office**. Baty next told the Union that the AI policies had been drafted by "his
5 predecessors" and Baty thought they were "very complicated." Finally, Baty admitted
6 the unavoidable: he conceded that the SPD had "technically" violated the SPD's
7 policies governing the Administrative Investigation of Officer Cranford. But, Baty
8 promised the Union, Baty would immediately fix these "technical" violations.
9

10
11 29. Baty lied. Instead of fixing the "technical" problems with the SPD's AI
12 Investigation of Officer Cranford, Baty came up with a too clever idea: he decided to
13 call the Administrative Investigation a new name that he had just devised, i.e., an
14 "inquiry." Baty then told Officer Cranford's Union that, since there was no longer any
15 open Administrative Investigation of Officer Cranford (there was just an "inquiry"),
16 Baty no longer needed to comply with the SPD's rules governing Administrative
17 Investigations. Baty thus refused to share with Officer Cranford's Union the actual
18 AI file that Baty had created in investigating Officer Cranford.
19

20
21 30. Nothing in SPD's policies allow the SPD to place an officer on
22 administrative leave -- unless that officer is under an Administrative Investigation.
23

24 31. On February 17, 2023, Baty told Officer Cranford that he needed to
25 come to a meeting with Baty and Human Resources. Officer Cranford asked if he
26 could bring a union representative. Baty told Officer Cranford no, because there was
27 not going to be any discipline involved. When Officer Cranford arrived at the meeting,
28

1 the Human Resources director handed Officer Cranford a “separation agreement” and
2 told Officer Cranford that he could quit or be faced with termination.

3
4 32. Officer Cranford rejected Baty’s threats and this offer.

5
6 33. In late February, the Chehalis Police Department learned from Officer
7 Cranford that Baty had charged Officer Cranford with misconduct and withdrew
8 Officer Cranford from its candidate list.

9
10 34. On March 7, Baty informed Officer Cranford that he was being
11 immediately demoted from Sergeant to officer and was now going to be on night
12 patrol.

13
14 35. Officer Cranford’s Union filed a grievance, which Baty denied for
15 specious reasons. On June 6, Officer Cranford’s union decided to drop all further
16 pursuit of the grievance, for reasons that were never really explained to Officer
17 Cranford.

18 **FIRST CAUSE OF ACTION – VIOLATION OF DUE PROCESS**

19 36. The foregoing paragraphs of this Complaint are incorporated herein as
20 though fully set forth.

21 37. In acting in the aforesaid fashion, the SPD violated Due Process.

22
23 38. Officer Cranford is entitled to damages and reinstatement to his prior
24 position and full attorney fees.

25 **SECOND CAUSE OF ACTION – BREACH OF THE IMPLIED COVENANT OF**
26 **GOOD FAITH AND FAIR DEALING**

27 39. The foregoing paragraphs of this Complaint are incorporated herein as
28 though fully set forth.

1 40. In acting in the aforesaid fashion, the SPD breached the implied
2 covenant of good faith and fair dealing.

3 41. Officer Cranford is entitled to damages and reinstatement to his prior
4 position and full attorney fees.
5

6 **THIRSD CAUSE OF ACTION – BREACH OF THE COLLECTIVE BARGAINING**
7 **AGREEMENT**

8 42. The foregoing paragraphs of this Complaint are incorporated herein as
9 though fully set forth.

10 43. In acting in the aforesaid fashion, the SPD breached the relevant
11 collective bargaining agreement.
12

13 44. Officer Cranford is entitled to damages and reinstatement to his prior
14 position and full attorney fees.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Officer Cranford respectfully requests that the Court grant:

- 17 (1) Declaratory and injunctive relief against the defendant;
18 (2) Actual and compensatory damages against the defendant;
19 (3) The costs and expenses of litigation, including full attorney fees;
20 (4) All other relief as the Court deems necessary.
21

22 DATED this _____ day of October, 2023

23
24 NORTHERN JUSTICE PROJECT, LLC
25 Attorneys for Plaintiff

26 By: /s/ James J. Davis, Jr.

27 James J. Davis, Jr., AK Bar No. 9412140
28 Aneliese Palmer, AK Bar No. 2201001