



## OFFICE OF PROFESSIONAL ACCOUNTABILITY

### Closed Case Summary

Complaint Number 2016OPA-1456

Issued Date: 08/07/2017

Named Employee #1	
Allegation #1	<u>Seattle Police Department Manual</u> 8.200 (1) Using Force: Use of Force: When Authorized (Policy that was issued August 1, 2015)
OPA Finding	<b>Not Sustained</b> (Unfounded)
Final Discipline	N/A

Named Employee #2	
Allegation #1	<u>Seattle Police Department Manual</u> 8.200 (1) Using Force: Use of Force: When Authorized (Policy that was issued August 1, 2015)
OPA Finding	<b>Not Sustained</b> (Unfounded)
Final Discipline	N/A

Named Employee #3	
Allegation #1	<u>Seattle Police Department Manual</u> 8.200 (1) Using Force: Use of Force: When Authorized (Policy that was issued August 1, 2015)
OPA Finding	<b>Not Sustained</b> (Unfounded)
Final Discipline	N/A

<b>Named Employee #4</b>	
Allegation #1	<u>Seattle Police Department Manual</u> 8.200 (1) Using Force: Use of Force: When Authorized (Policy that was issued August 1, 2015)
OPA Finding	<b>Not Sustained</b> (Unfounded)
Final Discipline	N/A

### **INCIDENT SYNOPSIS**

The Named Employees were dispatched to a report of a burglary.

### **COMPLAINT**

The complainant, a supervisor within the Department, on behalf of a community member, alleged that the Named Employees may have violated Use of Force Policy based on the community member complaining that the officers 'broke' his wrist when they handcuffed him. The force was documented by the SPD FIT Unit.

### **INVESTIGATION**

The OPA investigation included the following actions:

1. Review of the complaint memo
2. Search for and review of all relevant records and other evidence
3. Review of Use of Force Reports and Statements
4. Interviews of SPD employees

### **ANALYSIS AND CONCLUSION**

The complainant alleged that Named Employee #1 broke his wrist when they handcuffed him. Named Employee #1 arrived on the scene when the complainant was in custody, but not yet in handcuffs. Named Employee #3 indicated that they were going to "double cuff" him. In order to accomplish this, Named Employee #1 provided her handcuffs and attached them to the open handcuffs that were not attached to the complainant. Named Employee #3 was able to secure the double cuff of the complainant who at that time indicated that the SPD Officers had broken his wrist. The Seattle Fire Department was called to the scene. The complainant was not injured and was taken to the jail. The complainant was accepted to the jail and there was no evidence of injury. Named Employee #1's use of force was de minimis.

The complainant alleged that Named Employee #2 broke his wrist when he was handcuffed. Named Employee #2 arrived on the scene when the complainant was in custody, but not yet in handcuffs. Named Employee #2 assisted Named Employee #3 and Named Employee #4 in

attempting to handcuff the complainant. They attempted several de-escalation tactics, but the complainant continued to actively resist by tensing his arms and trying to grab the officer's hands with his fingers. After the arrival of Named Employee #1, Named Employee #3 indicated that they were going to "double cuff" him. In order to accomplish this, Named Employee #1 provided her handcuffs and attached them to the open handcuffs that were not attached to the complainant. Named Employee #3 was able to secure the double cuff of the complainant who at that time indicated that the SPD Officers had broken his wrist. Named Employee #2's use of force was de minimis.

The complainant alleged that Named Employee #3 broke his wrist when he was handcuffed. Named Employee #3 was partners with Named Employee #4 that evening and took the complainant into custody after attempting de-escalation for 10 minutes. Named Employee #3 didn't tase the complainant and did not take the complainant to ground. With the assistance of Named Employee #4, Named Employee #3 was able to get one arm behind the complainant into handcuffs. Named Employee #1 arrived on the scene and Named Employee #3 indicated that they were going to "double cuff" him. In order to accomplish this, Named Employee #1 provided her handcuffs and attached them to the open handcuffs that were not attached to the complainant. Named Employee #3 was able to secure the double cuff of the complainant who at that time indicated that the SPD Officers had broken his wrist. Named Employee #3's use of force was de minimis.

The complainant alleged that Named Employee #4 broke his wrist when he was handcuffed. Named Employee #4 was partners with Named Employee #3 that evening. Named Employee #1 arrived on the scene and Named Employee #3 indicated that they were going to "double cuff" the complainant. In order to accomplish this, Named Employee #1 provided her handcuffs and attached them to the open handcuffs that were not attached to the complainant. Named Employee #3 was able to secure the double cuff of the complainant who at that time indicated that the SPD Officers had broken his wrist. Named Employee #4's use of force was de minimis.

## **FINDINGS**

### **Named Employees #1**

#### Allegation #1

The OPA investigation found no evidence to support the complainant's allegation. Therefore a finding of **Not Sustained** (Unfounded) was issued for *Using Force: Use of Force: When Authorized*.

### **Named Employees #2**

#### Allegation #1

The OPA investigation found no evidence to support the complainant's allegation. Therefore a finding of **Not Sustained** (Unfounded) was issued for *Using Force: Use of Force: When Authorized*.

### **Named Employees #3**

#### Allegation #1

The OPA investigation found no evidence to support the complainant's allegation. Therefore a finding of **Not Sustained** (Unfounded) was issued for *Using Force: Use of Force: When Authorized*.

### **Named Employees #4**

#### Allegation #1

The OPA investigation found no evidence to support the complainant's allegation. Therefore a finding of **Not Sustained** (Unfounded) was issued for *Using Force: Use of Force: When Authorized*.

*NOTE: The Seattle Police Department Manual policies cited for the allegation(s) made for this OPA Investigation are policies that were in effect during the time of the incident. The issued date of the policy is listed.*